

COL. RALEY EXPLAINS

(Continued from page 1.)

an act of March 3, 1905, which has been known and referred to as the Fulton act and which reads as follows:

Terms of the Fulton Act.

"That all persons who have heretofore purchased any of the lands of the Umatilla Indian reservation and have made full and final payment thereof in conformity with the acts of congress of March 3, 1885, and of July 1, 1902, respecting the sale of such lands, shall be entitled to receive patent therefor upon submitting satisfactory proof to the secretary of the interior that the untimbered lands so purchased are not susceptible of cultivation or residence and are exclusively grazing lands, incapable of any profitable use other than for grazing purposes."

This act, known as the Fulton act, was first introduced by Senator Mitchell during his time in the senate, and passed the senate, as I was informed, but failed of consideration in the house, consequently did not pass until taken up by Senator Fulton later. A draft of this bill was submitted to Special Land Agent McNitt, who was in charge of this district at the time, and met his approval. Later on, after Captain Alexander was placed in charge, a copy of this bill was submitted to him. I cannot say that it met his approval. Captain Alexander simply remarked that he did not consider himself in a position to advise one way or the other as to the merits or necessity for the bill.

After the passage of this bill very many of the purchasers advertised in the regular way for making final proof, and at the expiration of the advertised notice, went before the register and receiver at La Grande, in each case with two witnesses, and submitted proof of the character of the land, if the land was capable of residence or cultivation the proof so showed and, if not, to the effect that it was not susceptible of agriculture nor residence, proof was submitted.

Secretary of Interior Suspicious.

It will be remembered that the bill provided that proof should be made satisfactory to the secretary of the interior. So many of these proofs being submitted apparently created a suspicion in the mind of the secretary of the interior that the law was being abused and, as I have been informed by some of the "specials" here, they are here directly under instructions from the interior department to investigate each separate purchase and entry as to the character of the land and as to whether or not it is, in fact, agricultural or is only susceptible of grazing.

The statement in the Journal that these lands are producing 50 bushels of wheat, or any other amount of wheat whatever, is absolutely false. I know from my personal knowledge that no proof has been submitted to the register and receiver at La Grande, showing the lands to be grazing lands only, upon which there have been any crops of value raised. Some lands situated upon upon the big ridges along the creek bottoms produced crops, but in each instance proof has been made upon these lands showing residence and cultivation, as required by law.

Col. Raley's Individual Purchases.

Now, with regard to my own purchase of these lands at the first sale under the act of 1885, I bought 160 acres of untimbered land near Pendleton, upon which I resided continuously for nearly 12 years and received patent. At such sale I did not purchase any timbered lands. At the last sale I applied to purchase 40 acres of untimbered lands and 40 acres of timbered lands. The interior department decided that having made one purchase of untimbered lands at the first sale, I was not again entitled to purchase untimbered land at the second sale, but might at the second sale purchase 40 acres of timbered lands to go with my first purchase of untimbered lands. This question was taken before Judge Wolverton at Portland, of the federal court, in the case of Hoover vs. Jones, and the ruling of the interior department was confirmed by the opinion of Judge Wolverton. I thereupon relinquished to the government the 40 acres purchased by me at the second sale and for which I had made payment, and applied to the government for the return of the purchase money on the 40 acres so relinquished, and on day before yesterday received notification from the interior department that my claim for the return of purchase money had been duly allowed.

This is the only land of any kind or character, in which or upon which I made any purchase or any contract for purchase, either directly or indirectly. However, myself and John Crow (named in the Journal article) did furnish several persons the money with which to pay the government both the first, second and third payments upon the lands purchased at the second sale, and did also furnish the money to fence the lands and for other expenses in connection therewith, and did soon after the purchase (I think in the fall of 1902 and the spring of 1903) enclose the lands for which we had furnished money to pay the government, with a three-wire fence, and this enclosure has ever since that time been known as the Crow-Raley pasture and, as I am well aware, has been the subject of quite a good deal of comment. These untimbered lands so fenced were all of steep, bluffy character and not capable of any sort of cultivation in any instance or under any circumstances, or of any reasonable residence, and were exclusively and solely pasture lands, and at the time they were fenced, of a very inferior character of pasture. Upon each of these tracts of land we advanced the money to the purchaser with which to pay the government and took a lease, or one of which the following is an exact copy, the others were exactly the same except perhaps, as to the amount advanced, the description of the lands,

the date and the names of the parties:

"Grazing Lease."

"This agreement, made this 8th day of November, 1902, by and between Clyde E. Finch, of Umatilla county and state of Oregon, the party of the first part, and J. H. Raley, of Umatilla county, state of Oregon, the party of the second part, witnesseth:

"That the said party of the first part, for and in consideration of the sum of \$287.50 to him in hand paid by the said J. H. Raley, the receipt whereof is hereby acknowledged, has leased and let and does by these presents lease and let to the said J. H. Raley or his administrators, executors or assigns, for the period of 10 years, beginning on the first day of January, 1903, and ending on the first day of January, 1913, the following described premises in Umatilla county and state of Oregon, to-wit:

"East half, northwest quarter and east half southwest quarter, Sec. 8, Tp. 1, S. R. 34, E. W. M., and S. E. 4, N. W. 4, Sec. 32, Tp. 1, North Range 35, E. W. M.

"It is especially agreed by and between the parties hereto, however, that the said party of the first part reserves to himself and for his own use the full right and privilege to enter upon and reside upon said tract of land, or any part thereof, and to cultivate the said lands not to exceed 25 acres thereof, and to enter and remain thereon for the purpose of doing any and all things necessary to fully comply with the requirements of law respecting the said lands.

"And it is mutually agreed by and between the parties hereto that the said second party shall use said lands for grazing purposes only, and this is intended to be a grazing lease.

"It is further mutually agreed, however, that for the purposes of clearing said land of all timber growing thereon, and for the purposes of getting it in condition to seed to tame grasses, that the party of the second part may, during the continuance of this lease, have the full privilege to cut and remove all timber from said land and in payment for the cutting and removal of such timber, the said party of the second part shall have the same for his own; the party of the first part, however, reserves to himself the right to cut and use all timber that may be actually necessary for household, fuel and fencing purposes upon the land.

"And the said party of the second part hereby agrees to add with the party of the first part that at the expiration of this lease he will surrender and return the said premises to the party of the first part, his assigns, executors or administrators.

"In testimony whereof the parties hereto have hereunto set their hands, the day and date first above written. (Signed.) "CLYDE E. FINCH."

"J. H. RALEY."

No Sub-Rosa Agreements.

Beyond or aside from this lease there exists absolutely no contract or understanding of any kind or character, and with the exception of the lien created by this lease, the land in every respect, so far as I am concerned or have any knowledge, is the absolute and undisputed property of the purchaser. I am informed that the inspectors now contend that the making of this lease was the making of a contract whereby the title to the land would inure to the benefit of the lessees. This may be their construction of the law. It may be the construction that the interior department will put upon it. Possibly it may be the construction that the court will put upon it, but I have never thought so, and do not now think so. A copy of this lease was furnished to Captain Alexander, the special in charge, as

early as March, 1904, and at that time it was forwarded to the department for their consideration. Subsequent to that time the government has accepted the third payment of these lands, with interest thereon, and so far as I have heard, prior to this time no question has been raised by the department as to the validity of the lease.

A copy of the lease was also furnished to the inspectors soon after their arrival here.

Everything Open and Above Board. Everything in connection with these lands that has been done by either myself or Mr. Crow, so far as I know, have been open, public and with the knowledge of the department of the interior. The lands under lease, after being fenced by us, have been rented during a part of the summer season to farmers for pasturage and, in some instances, to cattlemen, and it is from this source of income that we expected to realize to us the return of the money invested, with interest thereon within the 10 years of the lease, and at that time leave the land free and unincumbered to the original purchaser. Unless the lands during the remainder of the rental period would produce a greater return than they have in the past, we would be losers rather than gainers by the transaction.

No titles or patents have yet been issued by the government to any of these lands that I have any knowledge of, and I am informed by Captain Alexander that many of the persons who executed these leases are giving relinquishments to the government, based upon the assumption, however, of the inspectors, that these leases constitute a fraud upon the government, which, in my opinion, is a wholly erroneous assumption.

Regarding the statement in The Journal that "From official circles comes the quiet intimation that prosecutions for the making of false affidavits in the acquisition of these lands, are likely to result from the investigation by the special agent here," I have no knowledge and have not understood that the investigation in that direction or authorized such a statement, particularly so far as either myself or Mr. Crow are concerned. If, however, such is the case, I shall be prepared to meet such investigation. My defense, however, in such event, cannot and will not be different from the facts outlined in the foregoing statement.

"Very respectfully,

"J. H. RALEY."

A Year of Blood.

The year 1903 will long be remembered in the home of F. N. Tackett, of Alliance, Ky., as a year of blood, which flowed so copiously from Mr. Tackett's lungs that death seemed very near. He writes: "Severe bleeding from the lungs and a frightful cough had brought me at death's door, when I began taking Dr. King's New Discovery for Consumption, with the astonishing result that after taking four bottles I was completely restored and as time has proven, permanently cured." Guaranteed for sore lungs, coughs and colds, at Tallman & Co.'s drug store. Price 50c and \$1. Trial bottle free.

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Hotel St. George.—Fred Burbridge, Spokane; J. D. Hartnett, Denver; F. W. Potts, Chicago; C. H. Edmonson, Chicago; M. C. Morrow, Portland; T. I. Sanderson, Michigan; S. D. Hoover, Walla Walla; W. M. Scarborough, New York; H. L. Huson, Laurette; M. R. Gordon, Los Angeles; J. A. Ramsay, Los Angeles; S. Lee, Portland; J. R. Sawyer, Echo; J. R. McDonald, Portland.

J. B. Fauck, Chicago; Miss M. Burke, Spokane; Mrs. J. H. McHargue, Dayton; S. R. Watson, Spokane; J. E. McGilvray, Walla Walla; Dr. E. E. Todd and wife, Adams; L. G. Marquis and wife, Adams; Mrs. Loyne, Walla Walla; J. G. Lucas and family, Walla Walla; G. M. Gilvray, Spokane; J. A. Allison, Portland; G. L. Richardson, Portland.

Hotel Pendleton.—Mrs. Fred Yantis, Baker City; A. H. Hofer, Denver; S. A. Alexander, New York; A. Hempill, New York; B. L. Lovell, New York; A. H. Small, Spokane; H. E. Frou, Spokane; J. Campbell, Portland; D. E. Carrell, city; J. A. Badgerly, Weston; J. Seiders, Portland; G. M. Carey, Spokane; E. H. Brooks, Spokane; J. J. Devine, W. T. Russell, Walla Walla; Bishop Scadding, Portland; F. W. Macklin, Portland; W. G. Moulton; Mrs. W. M. Slusher, city; J. P. Hayden, Portland; N. A. Leach, Portland; H. M. Hunt, Walla Walla; G. W. Ford, Walla Walla; R. H. Wilcox, city; J. Postrecher, San Francisco; Annie Dunham, Wallace; W. L. King, Salt Lake; D. L. Anthony, Spokane; W. E. Clark, Spokane; W. E. Horah, Boise; L. S. Dille, Caldwell; T. H. Ferry and wife, San Francisco; E. Heiges, Portland; S. L. Rathburn, Portland; E. B. Aldrich, city; S. L. Roberts, Spokane; M. S. Wilson, Denver; J. Feldman, Portland; Jay T. Kirkpatrick and wife, M. H. Patton, Spokane.

Golden Rule Hotel.—Florence Rittenous, Portland; George Stenmenberg, Moscow; Arabella Heriman, Bentonville; Dora M. Evans, Walla Walla; Charles Soneson, Denver; W. A. Brace, La Grande; W. J. Gilbrath, do; G. R. Jones, Irrigon; C. Leyde and wife, Troy; Carl Plucker, Athena; G. J. Ernst, city; W. C. Guller, Milton; M. E. Metz, Chicago; Grover Jones, Pilot Rock; Geo. Hawkins, do; C. C. Conner, Helix; W. A. Hitchcock, Ellensburg; G. L. Mansfield and family, Pilot Rock; A. E. Shonn, Spray; F. M. Roth, Sumpter; Mrs. Baldwin, Lewiston.

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Simple Way to Overcome the Dangers of This Disagreeable Disease.

Catarrh is an inflammation of the mucous membrane of the nose, throat and lungs, with many annoying symptoms. In this climate there are few who do not suffer from this disagreeable disease, often in a chronic and dangerous state.

Fortunately, within the last few years, a simple and reliable treatment for catarrhal troubles has been found—Hymel, a combination of healing and germ-killing balsams, that, when breathed through the neat pocket inhaler that comes with every outfit, reaches the tiniest cells in the respiratory organs, carrying its healing and health-giving properties to every part where the catarrhal poison is present.

Used in this way, Hymel kills all catarrhal germs, drives the poison from the system and heals all irritation that may be present in the mucous membrane.

If you have the ordinary catarrhal symptoms, such as offensive breath, burning pains in the throat, cough, raising of mucus, difficulty in breathing, sneezing, huskiness, discharge from the nose, droppings in the throat, coughing spasms, etc., begin the use of Hymel at once.

A complete Hymel outfit costs but \$1. Extra bottles, if needed, 50 cents, and is sold by Tallman & Co., under an absolute guarantee that it will cure catarrh or money will be refunded.

Read the East Oregonian.

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Right now when the stock is bright and new and you are needing many things for Thanksgiving Day, is the opportunity to buy your needs and get new and snappy merchandise at lowest prices.

Come to the store and make a

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You can also club together to make up the full amount, or anything you buy in the **Three Stores** can be applied to it. We will deliver the 12 lb. Turkey to your home absolutely free.

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PENDLETON CLOAK AND SUIT HOUSE

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An American Play of Intense Interest

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Now in its second year in New York, 8 months in Boston, 4 months in Chicago. America has never seen its equal.

Prices: \$2.00, \$1.50 and \$1.00

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What Joy They Bring To Every Home

as with joyous hearts and smiling faces they romp and play—when in health—and how conducive to health the games in which they indulge, the outdoor life they enjoy, the cleanly, regular habits they should be taught to form and the wholesome diet of which they should partake. How tenderly their health should be preserved, not by constant medication, but by careful avoidance of every medicine of an injurious or objectionable nature and if at any time a remedial agent is required, to assist nature, only those of known excellence should be used; remedies which are pure and wholesome and truly beneficial in effect, like the pleasant laxative remedy, Syrup of Figs, manufactured by the California Fig Syrup Co. Syrup of Figs has come into general favor in many millions of well informed families, whose estimate of its quality and excellence is based upon personal knowledge and use.

Syrup of Figs has also met with the approval of physicians generally, because they know it is wholesome, simple and gentle in its action. We inform all reputable physicians as to the medicinal principles of Syrup of Figs, obtained, by an original method, from certain plants known to them to act most beneficially and presented in an agreeable syrup in which the wholesome Californian blue figs are used to promote the pleasant taste; therefore it is not a secret remedy and hence we are free to refer to all well informed physicians, who do not approve of patent medicines and never favor indiscriminate self-medication.

Please to remember and teach your children also that the genuine Syrup of Figs always has the full name of the Company—California Fig Syrup Co.—plainly printed on the front of every package and that it is for sale in bottles of one size only. If any dealer offers any other than the regular Fifty cent size, or having printed thereon the name of any other company, do not accept it. If you fail to get the genuine you will not get its beneficial effects. Every family should always have a bottle on hand, as it is equally beneficial for the parents and the children, whenever a laxative remedy is required.