

A JUDICIAL ASPIRANT PUNCTURED.

Let Honest Men Read.

There is no office filled by the suffrages of the people so sacredly important as that of Judge of the Supreme Court. The candidate for such office should be, like Caesar's wife, above suspicion. The republican candidate for the supreme bench, F. A. Moore, is not that kind of a man. If his own sworn words are true, it would be a public misfortune to elect such a man to the supreme bench. From a brief in a case entitled "Titus H Taylor versus S. A. Miles," tried in the supreme court of this state in the fall of 1893, we learn these facts: In 1832 Mr. Moore, who then lived in St. Helens, a little village in Columbia county, was called in to write a will for Mrs. Elizabeth Taylor, a consumptive, who lived in the same village and who was then on her death bed. Mr. Moore wrote the will conveying all Mrs. Taylor's property to her husband, Titus H. Taylor. There were three children in the family,—three daughters with whom Mr. Moore was well acquainted and two of whom were in the house at the time of the execution of the will. He wrote the will without mentioning these heirs. He says he never thought of them when writing the will. Mr. Moore, after the death of Mrs. Taylor, drew up a petition and had the will probated in the county court. Some time after this, Moore being the attorney of two of the daughters of Mrs. Taylor, and being told by them that they were in depressed circumstances, informed them that their mother's will, as to the three heirs, was invalid and that they could set it aside if their necessities compelled.

The tract of land in controversy is the suit above mentioned consisted of 7 1/2 acres in East Portland. It had been conveyed by the will which Moore drew for Mrs. Taylor to her husband. He, Moore, and his partner, then entered into a contract with the daughters to set the will aside and sell the 7 1/2 acres in East Portland for \$6000, and the daughters were to pay \$2000 for this service. Moore then began to look around to find a buyer and old one share to one Foster and the other two shares to himself and his partner. The evidence as to the value of the land is conflicting but the preponderance of the evidence shows that at that time it was worth about \$11,000 to \$15,000. As to the circumstances of drawing the will, it is enough to let Moore tell them in his own language. Being under oath as a witness, he said: "I copied the description (of the land) into the will writing as rapidly as I could in order that I might finish the will before Mrs. Taylor died. When I had finished writing the will, I read it over to Mrs. Taylor and handed her the pen with which to sign her name. She could not hold the pen nor make any move with her hand. The door was then opened leading to the adjoining room. Dr. Stewart came in, placed his hand upon her forehead, felt of her pulse and sat down at the stand by which I was sitting, upon my right hand near the door leading to the adjoining room. Mr. Taylor sat at my left hand. My back being towards Mrs. Taylor. I then arose, opened the door to the adjoining room, and asked several ladies to step in and witness the execution of Mrs. Taylor's will, and among them asked Mrs. Adams. Mrs. Adams was the last lady I asked. The others all declined. Mrs. Adams came into the room. She had her hands on the door was left open at the time leading to the adjoining room. Dr. Stewart at my request, wrote Mrs. Taylor's name, in the presence of Mrs. Adams, and Mr. Taylor and myself, besides several other ladies who were looking into the room." Being asked by counsel: "What did Mrs. Taylor say to you about how she wanted the will drawn?" Mr. Moore answered: "She gave me no direction whatever, and the only information I had as to the manner the will should be drawn was that given me by Mr. Taylor and he told me to give it all to him. Mr. Moore was then asked: "When you read the will over to Mrs. Taylor what did she say or do?" He answered: "After Dr. Stewart had signed her name, and assisted her in making the mark, I asked her if that was her will. I understood her to say, yes. It was in a low, gasping tone. Mr. Moore was then asked: "Why did you not sign the will as a witness?" He answered: "I can not now give any definite reason except that I thought, at the time the woman was not conscious of what she was doing." When Mr. Moore first went to Taylor's house he says Taylor asked him what he came down for and told Taylor that Mrs. Taylor had sent for him and that he supposed Mrs. Taylor wanted him to draw her will. He says Taylor then said: "Draw the will and make out the property to me." In answer to the question: "You knew of the existence of these daughters, (Mrs. Taylor's daughters whose names he had left out of the will), at the time you drew the will did you not?" He replied: "Yes sir, and for a long time prior thereto, but in drawing the will I never thought of them; my whole desire was to complete the will before Mrs. Taylor died." Replying to another question he said: "My partner, Mr. Cole, and I made a contract with the three daughters (Mrs. Taylor's daughters) of the plaintiff whereby we agreed to try the question of the validity of the will and the title to the East Portland property in the consideration of the payment to us, by them of a thousand dollars, should we win the case." Again

Mr. Moore was asked: "You first suggested, did you not, to Mr. Taylor's daughters that the will was void as to them and might be broken?" He answered, "Yes sir." Here, then is a lawyer who wrote a will, which, under a plain provision of the statute, was invalid. Moore did, or did not have knowledge of this statute. If he did, he must have had a dishonest purpose in view in drawing the will in the defective manner he did. If he did not, he is certainly not a fit person to wear the ermine of the highest judicial office in the state. In either view of the matter every honest man in the state will see that Moore should be defeated,—not because he is a republican for that would be no reason, but because it would bring disgrace to the fair fame of the state to place such a man on the bench. Let every voter pause and reflect. Here is a man who drew a will and then accepted a fee of \$2000 to break it. He drew a will for Mrs. Taylor without ever receiving a single word of direction from her as to the manner in which it should be drawn. But he swears himself that he followed the directions given by her husband who directed that the property should be left to him.

What can be thought of the fitness of a man for supreme judge who would draw a will and then refuse to sign it as a witness for no "definite reason, except that he thought at the time the woman was not conscious of what she was doing." This is what he himself swears to. What must be thought of the lawyer who will write a will for a woman, who at the time is unconscious, and at so low a stage of consumption as to be only able to gasp out her words. Then came another most damaging feature of this most scandalous transaction.

He was the first to tell the daughters that their mother's will was invalid, and then bought the land (which, through his own stupidity or selfish design, the will failed to convey,) for one half its value. Enough has been said. No man who takes pride in the purity of the state judiciary can for a moment hesitate for a moment in defeating this man in his aspirations to occupy a place on the supreme bench. The attorneys in the above suit were, on the part of the plaintiff, the well-known firm of R. & E. B. Williams and A. L. Frazer and Killin, Starr & Thomas for the defendants. R. & E. B. Williams are well-known republicans who evidently know all about the above matter. Our only purpose in publishing this article is to warn the voters against the election of an unfit man to a place on the supreme bench.

5000 papers fresh garden and flower seeds awaiting purchasers at C. E. BROWNELL'S.

NEW ADVERTISEMENTS.

TO RENT—A barn near the business part of the city. Will hold two horses, buggy, etc. Inquire at this office.

S. N. STEELE & CO., Albany, Oreg. Loan money on good real estate security—in Union and adjoining count.

BIRDS FOR SALE.—Mrs. Wm Meyer has some fine covey birds, genuine Scotch whistlers, for sale. Call on her at her home on Water street, between Hill and Maine streets.

EGGS.—Pure bred S. C. Brown Leghorn eggs \$1 per 13. Address, W. W. Crawford, Tallman, Oregon.

LOST—A note for \$200 signed by J. P. Whiting and C. M. Whiting, bearing date May 11th, 1891, made payable one year after date, to Augustus Warner, at Albany, Oreg., at 8 per cent per annum. The finder will please return to Mrs. Warner, at this city. The public is hereby warned against purchasing the said note.

FOR SALE.—A new steam wood saw, a chopper can be attached, if desired. I have a few fine Electric Batteries on hand yet. Will sell all on easy terms. D. M. JONES, 3-1 & Washington St., Albany, Oreg.

ALBANY COLLECTING AGENCY.—C. H. DALRYMPLE, Manager. Collections a specialty regardless of size. Carries accounts in all the trading towns. OFFICE—Over E. E. Bank's store, Foster's Block.

GOOD NEWS For the millions of consumers of TOTT'S PILLS. It gives Dr. Tott pleasure to announce that he is now putting up a TINY LIVER PILL which is of exceedingly small size, yet retaining all the virtues of the larger ones. Guaranteed purely vegetable. Both sizes of these pills are still issued. The exact size of TOTT'S TINY LIVER PILLS is shown in the border of this "ad."

ADMINISTRATOR'S NOTICE.

In the County Court of the State of Oregon, county of... In the matter of the estate of Sarah Keeney, deceased.

NOTICE IS HEREBY GIVEN THAT the undersigned has been duly appointed administrator of said estate by the County Court of Lane county, Oregon, and that all persons having claims against said estate are hereby required to present them together with the proper vouchers and proof to the undersigned at the law office of J. J. Whithy, in Albany, in said county, within six months from the date hereof. Dated at Albany, Oregon, this 14th day of April A. D. 1892. J. J. WHITHY, Administrator. J. J. WHITHY, Adm'r.

For over 25 Years Blackwell's Bull Durham Smoking Tobacco has been recognized as the standard of tobacco perfection. This is why we have remained, during this long period, the largest manufacturers of Smoking Tobacco in the world. It has a fragrance and flavor of peculiar excellence. Give it a trial. BLACKWELL'S DURHAM TOBACCO CO., DURHAM, N. C.

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Store, where they always have on hand the largest stock south of Portland, of the latest improved Rifles and Shot Guns; an immense stock of Fishing Tackle of every description; Tents, Hammocks, Camp Chairs and thousands of other things too numerous to mention

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In connection with the Store, and one of the best workmen in the State to do any and all kinds of work

How come some No trouble to come another most damaging feature of this most scandalous transaction.

NOTICE IS HEREBY GIVEN THAT

the annual meeting of the stockholders of the Albany Woolen Mill Company will be held at the office of said company in the city of Albany, Lane county, Oregon, on Tuesday, the 10th day of May, 1892, at the hour of 1 o'clock p. m. of said day, for the purpose of electing (4) four directors to serve said company for the term of one year, and for the transaction of such other business as may legally come before said meeting. Done by order of the Board of Directors. ATTEST: J. P. GALBRAITH, Secretary.

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Best assortment ever brought to Albany just received at Stewart & Sox's.

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Clothing Cleaned, Colored and Repaired. Ladies' shawls and Dress Goods a specialty. Faded clothing restored to its original color, to look like new. Satisfaction Guaranteed. Give Me a Call. Work called for and delivered. Opposite Parrish's Block.

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Best stock of 2nd class goods in the Valley, and the most reasonable prices. I have on hand all kinds of

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FOR SALE.—Second hand Pack and Organ in A1 condition. For further particulars call at residence of W. L. Moore, Washington street, between 3rd and 4th.

NOTICE.

THE COPARTNERSHIP HERETOFORE existing under the firm name of Hyman & Brownell is this day dissolved by mutual consent. Mr. Hyman retiring from the firm. Wishing to close up our business by May 1st all parties knowing themselves indebted to the firm will please settle their accounts immediately. Either partner will sign in liquidation. Albany, Or., April 15th, 1892. J. A. HYMAN, ALBERT BROWNELL.

Having purchased the interest of J. A. Hyman in the "Albany Nurseries," I shall continue the business at the old location, on an enlarged scale. Thanking our friends for their liberal patronage in the past, I shall endeavor for the future by fair and liberal dealing to merit a continuance of your favor. Albany, Or., April 15th, 1892. ALBERT BROWNELL.

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We guarantee prices to be the lowest as compared with quality. Call and examine goods and get prices before purchasing elsewhere if you wish to save money. No trouble to show goods.

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I will conduct a strict cash store, and all goods will be sold for net cash from 10 to 25 per cent less than regular price. My stock of Chinaware, fancy goods, and all the desirable styles of dishes, as well as a general assortment of groceries, crockery, lamps and fixtures is complete. I make a specialty of fine teas, coffees and baking powder, and always please my customers. Agent for several responsible insurance companies. Julius Gradwohl.

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In the Gray Block, corner Liberty and State street, branch office in Portland. MAKES a specialty of Sunnyside fruit tracts near Salem. Will sell 5, 10 or 20 acre lots at \$50 to \$60 per acre—small cash payment—long time on balance. Send for particulars

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LOTS TO SUIT. TERMS, CASH. Come early while the assortment is good.

A. Wheeler,

April 18th, 1892. Railroad Street, between 4th and 5th