

# A HARD TALE

## The Kentucky Conspiracy Trials Become Sensational.

### A MOUNTAIN MAN ON THE STAND

Implicates Many Prominent Men in the Plot to Kill Goebel—An Original Political Plan.

FRANKFORT, March 24.—John Powers told me he had two negroes here to kill Goebel. They were Herker Smith and Dick Combs. This statement was made today by Wharton Golden, a frail, consumptive looking Kentucky mountaineer, while on the witness stand in the preliminary examination of Secretary of State Caleb Powers, charged with a conspiracy to kill Goebel. Golden told a story of the events leading up to the murder that, if substantiated, will, in the minds of those connected with the prosecution, at least, probably go far toward proving the contents of the commonwealth, that the murder was the result of a plan in which several prominent men were involved.

Whether the defense will seek to impeach Golden's testimony in this preliminary examination is not known, as the attorneys for the defense will not talk on the subject, but unless such attempt is made, the commonwealth will rest its case, both County Attorney Polsgrove and Attorney Campbell being satisfied that enough evidence has been presented to hold the defendants on the charges. Golden, who claims to have been a friend to Secretary Powers and his brother, John Powers, for years, gave testimony that was particularly damaging to John Powers, but he also brought in the name of many others, including Charles Finley, W. H. Condon and Governor Taylor, in his story of the bringing of the mountaineers to Frankfort previous to the assassination. Governor Taylor, however, was not directly implicated, and the attorneys for the commonwealth intimated today that they do not expect to have his name brought forth prominently in the theory of the alleged conspiracy.

Golden became so weak under the strain of the examination in the afternoon that he begged to be allowed a respite. Golden's testimony tended to show that a plan was made to bring to Frankfort several hundred "regular mountain feudists" who would, if necessary, as Golden expressed it, "go into the legislative hall and kill off enough democrats to make it our way."

Golden testified that 1200 or 1500 mountaineers were brought to Frankfort. They were fed back of the state house. Captain Davis and Charles Finley provided provisions. Continuing, Golden said:

"We sent most of them back that night. By 'we' I mean myself, Powers, Davis, Condon and Governor Taylor. Finley, Taylor and Powers decided to send back all except ten or fifteen from each county. I selected twelve armed men to be kept from Knox county. Deputy Marshal George Thomas selected men from Laurel county. About 175 men, of the mountaineers brought to Frankfort, remained here to see that we got justice."

The testimony did not show that the alleged plot to kill Goebel was a part of the original plan, nor did it contain the names of those who conceived that idea. But the commonwealth sought to show, by Golden's conversations with various people, that not only John and Caleb Powers, but others, as well, had a full knowledge of the alleged plan of assassination.

The cross-examination of Golden will begin on Monday.

### A DOUBLE LYNCHING.

South Carolina Mobs Hang Two Men for Murder.

Richmond, Va., March 24.—A series of exciting events in Greenville county the past week culminated today in a double lynching at Emporia. Bob Cotton, a negro, who, according to his own confession, killed Sanders and Weller, and O'Grady, a white man who was with him in the cabin when the murder occurred, were hanged by a mob.

The sheriff of the county discharged the militia. The militia commander notified Governor Tyler, stating at the same time, that he thought, if the prisoners were left unprotected by the militia, they would be lynched. The governor replied as follows:

"The responsibility is on the sheriff. If he orders you to withdraw you can do nothing but obey. We have done everything possible to uphold the law and prevent mob violence, and are still prepared to render every aid necessary."

Hardly was the train bearing the militia out of sight when a mob entered the jail, took Cotton, hanged him to a tree and fired forty bullets into his body. Later, despite the protests of cooler heads who claimed that the guilt of the white man had not been established, another crowd, composed largely of negroes, entered the jail, took O'Grady, and hanged him also.

### IN THE TRANSVAAL.

African War Situation as Viewed by a Military Expert.

London, March 24.—Spencer Wilkinson, reviewing the situation at the seat of war for the Associated Press at midnight, says:

"The two points of acute interest are just now Mafeking and the Boer column trekking north from Smithfield and Rouxville, along the Basuto border. About Mafeking we are in the dark. Colonel Plumer has but a handful of men, and is not strong enough to attack Commandant Snyman, and raise the siege. Commandant Snyman, therefore, has attacked him and Colonel Plumer has prudently retired, expecting, no doubt, to return after Commandant Snyman whenever the latter goes back.

Lord Roberts never forgets small things while attending to great things. It may be taken as certain that he knows how and when he shall have Mafeking relieved, supposing the garrison can hold out, but he does not disclose his plans in advance. The de-

# WILL RETAIN IT

## OPINION BY THE ATTORNEY GENERAL ON INTEREST

Paid by Purchasers of State Land, Who Ask for Return of the Money Paid and Returned Them.

In response to a question by M. L. Chamberlin, clerk of the state land board, Attorney General D. R. N. Blackburn yesterday rendered an opinion regarding the liability of the land board to repay interest, collected on deferred payments on land sales, where, on account of the state being unable to give title, the principal so collected was repaid to the purchasers of land.

### PASSED OGDEN.

Ogden, Utah, March 24.—Col. Wm. J. Bryan was greeted by a large and enthusiastic crowd when he reached Ogden today in company with ex-Senator Dubois, of Idaho. After an address, the party left for the Northwest.

### PRIMARIES HELD.

Spokane, March 24.—The republican primaries were held today, in every precinct in Spokane county. It was a three-cornered fight between C. B. Hopkins, Alonzo M. Murphy and S. P. Stern. Hopkins, who is candidate for delegate to the national convention, claims a victory.

### WILL RESIGN.

Seattle, March 24.—H. T. Jones, chairman of the democratic state central committee, who is in the city, announces positively that he will resign, to go to Cape Nome, within a few weeks.

### AMERICANS WON.

London, March 24.—The international chess match between the English and American teams resulted in favor of the Americans by a score of six to four.

### A RECEPTION.

Jacksonville, Fla., March 24.—Admiral and Mrs. Dewey were given a reception here today.

### SHOT BY BOERS.

General Roberts Reports the Wounding of Several Officers.

London, March 24.—At a late hour the war office posted the following dispatch from General Roberts:

"Bloemfontein, March 24.—Yesterday Lieutenant Colonel Crabbe, Captain Trotter and Lieutenant Thes Von Elygon, of the Grenadier guards, and Lieutenant Coderington, of the Coldstream guards, rode eight or nine miles beyond their camps on Modder river without escort, except one trooper. They were fired upon by a party of Boers, and Lieutenant Elygon was killed and Lieutenant Crabbe, Lieutenant Colonel Coderington and Captain Trotter were seriously wounded; the trooper also was wounded. One of the wounded officers held up a white handkerchief and the Boers came to their assistance and did all they possibly could in attending to their wounds. The Boers then conveyed the wounded to the nearest farm house where they were taken care of."

### A GRANT MEMORIAL.

Washington, March 24.—An important bill passed by the senate today, appropriated \$10,000 for designs for a suitable memorial in Washington, to General U. S. Grant, this being the first step in a movement to secure an arch similar to the arch of triumph in Paris, commemorating the illustrious soldier-statesman. A resolution was passed, asking the secretary of state for information on the "open-door" negotiations concerning China.

### MAHOMET.

For the personal appearance and private life of Mahomet, we must rely on the Arabian writers, who dwell with fond and proud satisfaction on the graces and intellectual gifts with which nature had endowed him. He was of a middle stature, of a clear, fair skin, and ruddy complexion. His hair and features, though large, were well proportioned; he had a prominent forehead, large, dark brown eyes, an aquiline nose and a thick, bushy beard. His mouth, though rather wide, was handsomely formed, and adorned with teeth white as pearls, the upper row not closely set, but in regular order—which appeared when he smiled, and gave an agreeable expression to his countenance. He had a quick ear, and a fine sonorous voice. His dark eyes approached each other without meeting. His hair fell partly in ringlets about his temples, and partly hung down between his shoulders. To prevent whiteness, the supposed effect of Satanic influence, he stained it, as Arabs often do still, of a shining, reddish color. His frame was muscular and compact—robust rather than corpulent. When he walked, he carried a staff, in imitation of the other prophets, and had a singular affectation of being thought to resemble Abraham. The assertion of the Greeks and Christians, that he was subject to epilepsy, must be ascribed to ignorance or malice.

### OLD STORY IN A NEW DRESS.

Words and Deeds.—One of the old-time Southern negroes went to Boston to make his fortune. After a week of walking up and down he found himself penniless, and no work in sight. Then he went on house to house.

"Ef you please, sub," he began, when his ring at the front door was answered, "can't you give a po' cullud man work ter do, or somevin' to eat?"

And the polite answer invariably was, "No, mister—very sorry, but have nothing for you."

Every one who answered his ring addressed him as "Mr.," but shut their doors and hearts against him.

Finally he rang the bell at a brownstone front.

A gentleman appeared and the old man began:

"Boss, I is starvin'. Can't you gimme some vittles?"

"You darned, black, kinky-headed rascal!" exclaimed the gentleman. "How dare you ring the bell at my front door? Go round the back-way to the kitchen, and the cook'll give you something—you black—"

But just there the old man fell on his knees, and, weeping:

"I foun' de Lawd, I foun' my own white folks at las'! Thank de Lawd, I foun' em—I foun' em!"—Atlanta Constitution.

Fine printing, Statesman Job Office.

# WILL RETAIN IT

## OPINION BY THE ATTORNEY GENERAL ON INTEREST

Paid by Purchasers of State Land, Who Ask for Return of the Money Paid and Returned Them.

In response to a question by M. L. Chamberlin, clerk of the state land board, Attorney General D. R. N. Blackburn yesterday rendered an opinion regarding the liability of the land board to repay interest, collected on deferred payments on land sales, where, on account of the state being unable to give title, the principal so collected was repaid to the purchasers of land.

It appears from a letter, submitted to me by you, that Douglas Belts and Ellen Belts contracted to purchase of the state land board, several years ago, a tract of land, claimed at the time to be school land, but the state never acquired any title to this land and can not convey it to said parties for this reason. It further appears that the Belts paid, at the time of the contract for its purchase, a part only, of the amount agreed upon as the purchase price thereof, and executed their notes, bearing interest, for the payment of the unpaid portion of said agreed sum. They paid to the board interest on these notes in the sum of about \$140, and, for the reason that the state land board can not convey said land to them, they have now applied to said board for the repayment of the amount paid when the contract was entered into together with the amount paid as interest on the notes given for the deferred payments.

Based on this state of facts, you ask whether or not the board shall issue a warrant in their favor for the amount so paid by them as interest on said notes as well as for the principal sum paid at the time of the contract.

In this case interest from the date of payments, made to the board by the Belts, to the date of the warrant for repayment is not asked for; therefore, in answering the question propounded, it will not be necessary to take into consideration section 18 of the act of 1899, approved February 18, 1899, (Session Laws of 1899, p. 161) being senate bill, 126, and which provides for the payment of interest at the rate of 5 per cent. per annum under certain circumstances, but it will be necessary to construe only section 17 of said act, which, so far as it has any application to the question, reads as follows:

"Where lands have been sold which the board could not and can not convey to the purchaser, but which have been bought and paid for under a misapprehension of the condition of the same, the board, upon the production of satisfactory proofs of such facts, and the reconveyance by duly executed and recorded quit claim deed of whatever title or color of title was received from the state, shall order the amount paid to the board in the purchase of said land to be repaid to such purchaser, his heirs or assigns, from the fund or funds which received the payments made in the purchase of said lands, and transmit to the next legislature a report of such transaction."

In order to determine the true meaning of this provision, it is at least proper to ascertain: First, the law upon this subject as it stood at the time of this enactment; and, secondly, the mischief intended to be remedied, or the purpose of, or object to be attained by making, the change in the provisions of the statute.

In 1878 a statute was enacted, and by the provisions of section 15 thereof, (being section 3609 of Hill's Annotated Laws of Oregon, 1887), this authority was conferred upon the board: "And where lands have been sold as school, university, or agricultural college lands which had not and could not be so sold as either, but which have been bought and paid for under a misapprehension of the condition of the same, the board, upon the production of satisfactory proofs of such facts by the purchaser or his legal representatives, may order the amount of the purchase price to be repaid to such purchaser."

This section was amended in 1891 and, as amended, is section 3609 of Hill's Annotated Laws of Oregon, 1892, and then read:

"And where any lands have been sold which did not belong to the state or to which the board can not give title, but which have been bought and paid for wholly or in part, the board, upon the production of satisfactory proofs of such facts by the purchaser or his legal representatives, may order the amount of the purchase price to be repaid to such purchaser, at the rate of 8 per cent. per annum; but this interest was not to be allowed if it appeared that the purchaser had derived any benefit from the use of the land."

The difference between the provisions of section 3609, as it is presented in Hill's Ann. Laws of 1887, and said section as it was amended in 1891 and appears in said Hill's Ann. Laws of 1892, is plainly apparent. Section 3609, as it is published, in said Hill's Laws of 1887, will hereinafter be referred to as "original section 3609," and the amended section as it is in said Laws of 1892, will be referred to as "amended section 3609."

Original section 3609 applied only to school, university and agricultural college lands. It did not include swamp lands; but amended section 3609 applied to all state lands which had been sold by the board and to which title could not be given. The original section applied only to such of the lands mentioned therein as had been "purchased and paid for," the amended section applied to all lands which had been "purchased and paid for wholly or in part." The original section did not authorize the payment of interest under any circumstances, nor did it, directly at least, authorize the repayment of interest which had been paid to the state; the amended section provided for the allowance by the board of interest on the purchase price paid for the land, but, likewise, did not directly authorize the repayment of interest which had been received by the state on notes given for deferred payments.

Therefore, the law, as it stood at the time the act of 1899 went into effect, was applicable to the repayment of the purchase money paid to the board for any land sold by the state, whether the land had been paid for wholly, or in part only; and in addition to ordering the repayment of the purchase price that had been paid in,

the law also authorized the payment of interest at the rate of 8 per cent. per annum on the said purchase money, whenever it appeared to the satisfaction of the board that the purchaser had not "derived any benefits from the use of the land;" but neither said original section nor said amended section required a reconveyance by the purchaser to the state "by duly executed and recorded quit claim deed of whatever title or color of title was received from the state."

It would seem reasonable, therefore, to conclude that the principal object and purpose of the act of 1899 were to reduce the rate of interest to be allowed by the board from 8 per cent. per annum to 5 per cent. per annum, to require the reconveyance by the purchaser of the title or color of title received from the state, and in all probability to repeal that portion of amended section 3609 which provided for the repayment of the purchase money, when it had been paid in part only.

It will be noticed that by the provisions of the original section 3609 the purchaser was required to furnish to the board satisfactory evidence that the land had been "purchased and paid for under a misapprehension of the condition of the same," while under the amended section 3609 the purchaser was required to furnish satisfactory proof that it had been "purchased and paid for wholly or in part" under such misapprehension; and the act of 1899 restores and readopts the provisions of the original section in this respect; so that it might be questionable whether the board is authorized to repay any money paid in, unless the purchase price has been paid in full; for any part is not "paid in" so long as the land is not reconveyed to the purchaser. Yet in equity and justice the purchaser is entitled to the return of the full amount of the purchase price which he had paid without the repayment of any interest which he had paid to the board on account of the deferred payments, and especially, so far as interest is concerned, where he had had the possession and use of the land contracted for. It will be further noted that there is not in either of these acts any provision for the repayment, to the purchaser by the board, of any sum or sums of money which may have been paid to it as interest on unpaid installments of the purchase price of the land under the contract.

But it is claimed that, under and by virtue of the provisions of said section 17 of the act of 1899, when the purchaser has furnished the board "satisfactory proof" that he purchased said land and paid for it "under misapprehension of the same," and he has reconveyed by duly executed and recorded quit claim deed whatever title or color of title was received from the state, then the board "shall order the amount paid to the board in the purchase of said land to be repaid to such purchaser."

This is true; but the question then arises: "What is the amount which is paid in the purchase of the land? Is it only the original sum agreed to be paid as the purchase price of the land, or does it include also interest which the purchaser contracts to pay for the use of that portion of the purchase money which the purchaser retains while he has the possession and use of the land as well? If interest can be considered as part of the purchase price of the land, then it must be repaid.

Interest is defined in the Century Dictionary and Cyclopaedia as "payment, or a sum paid, for the use of money, or for forbearance of a debt." In cases of this character now under consideration it might be defined to be simply liquidated damages stipulated to be paid by the purchaser, not as part of the amount paid in the purchase money not paid at the time of the purchase; or, in other words, the purchaser has the beneficial use of the land when he takes possession, and the state board gets the interest, when it is paid at all, solely as the consideration for such use. The interest offsets the use of the land, and, if the interest paid by the purchaser be returned to him, he not only has the use of the land, free of rent and of taxes, but he has returned to him also that which the board had received in part payment for its use and occupation.

A simple contract to purchase land does not carry the right to the possession of the land, and that right enters into possession, he holds under a venditor, or a tenant, and of axes, which he has returned to him also that which the board had received in part payment for its use and occupation.

There is another consideration which is certainly entitled to some weight in arriving at a definite opinion in this matter. It is reasonable to suppose that the legislature intended to do equal and impartial justice as between purchasers who paid in full for their land and those who paid in part only and paid interest on the unpaid portion of the purchase money. Such justice would not be meted out if the former receive from the board only the principal sum paid in by them, and the latter receive also the interest which they have paid. It is clear that those who pay in full get back no interest, yet interest is received by the board whether the land purchased be wholly paid for at the time of the contract and the purchase money loaned to others, or only a part of the purchase price is paid at the time of the purchase and the purchaser pays interest on the deferred payments. If the construction contended for is the true one, then the man who purchases land, does not pay the purchase price but only interest thereon; will have that interest returned to him, although he has had the use not only of the land purchased, but of the money also which he agreed to pay therefor, while the one who paid in full, will be out of the use of his money and get back only the principal sum paid in. In the one case, the state will get and retain the interest which accrues on the purchase money while in the other instance it would get the interest but would retain it.

It seems to be a settled rule of law that "where a contract for the sale of land, which the purchaser has paid for and was put in possession of, is rescinded for cause free of fraud, the use of the money and the use of the land" will balance each other; (1 Warville vs. Vendors, p. 195, Sec. 7.) and I can see no good and valid reason why one, who does not pay the purchase price, should have the use of the land and the use of the money also. To refund this interest would be neither equity nor justice, and I can not think, under all

the circumstances, that the legislature intended that it should be law. It is, therefore, my opinion that interest paid by the purchaser on notes given for the unpaid portion of the purchase price of land contracted for, but to which the board can not give a good title by deed, is not money paid to the board in the purchase of land, that it is not part of the purchase price of such land, and that the board can not repay such interest.

### LORD ROBERTS' & C. B.

A number of girls at a Stockwell school recently were discussing the meaning of the letters G. C. B. after Lord Roberts' name. One girl quickly settled the difficulty by saying that the initials stood for "Generally Called Bobs."—London Daily Chronicle.

The good are befriended even by weakness and defect. Every man in his lifetime needs to thank his faults. More helpful than all wisdom is one draught of simple human pity that will not forsake us.—George Eliot.

The perfection of moral character consists in this—in passing every day as though it were the last.—Aurelius.

Two hundred and seventy-five American colleges have offered to give free education to Cuban students, on condition that they return to Cuba after they get through college.

What reason would grope for in vain, spontaneous impulse oftentimes achieves at a stroke, with light and pleasurable guidance.—Goethe.

# SOME HOP FIGURES

## NUMBER BALES 1899 CROP REMAINING IN GROWERS' HANDS.

Estimates for the Three Pacific Coast States—Directors of the H. G. A. Hold Meeting.

(From Daily, March 25th.)

The Statesman yesterday received the following letter of inquiry concerning the hop crop of the Pacific coast states, from John W. Lumsden, of New York, City, importer and wholesale dealer in foreign fruits:

"Would you kindly give me an idea as to the 1899 crop of hops on the Pacific coast, the number of bales in Oregon, California and Washington; about how many bales remaining in growers' hands at the present time; the prospect of reduced acreage, and how many acres will probably be ploughed up?"

"I would be pleased to reciprocate with any information from this section."

A representative of the Statesman called upon H. J. Ottenheimer, local representative for Lithland & Co., for the information. Mr. Ottenheimer is one of Salem's best informed and most reliable hop factors and is capable of giving such information.

Mr. Ottenheimer estimates the coast crop for the season of 1899 as follows:

Bales	
California	50,000
Oregon	80,000
Washington	34,000
British Columbia	2,000

Total

Number of bales remaining in growers' hands at the present time is given as follows:

Bales	
California	27,500
Oregon	17,500
Washington	4,000

Total

Of the 17,500 bales remaining in the hands of Oregon growers, 12,500 bales are controlled by the Oregon Hop-growers Association, the remaining 5,000 bales belonging to individual growers.

Respecting the acreage, Mr. Ottenheimer said: "A few yards are being ploughed up here and there, but not sufficient to cut any figure. The amount ploughed up this year will be offset by those yards coming into full bearing that were set out in 1899. A great many growers are renting their yards to outsiders who are going to try their hand at the business, which accounts for the fact that more yards are not being ploughed up."

The board of directors of the Oregon Hop-growers Association held a meeting yesterday at the association office in this city. Those present were: M. L. Jones, Brooks; James Winstanley, Salem; J. R. Cooper, Independence; H. D. Morn, Silverton; Francis Feller, Butteville; Geo. B. Hovenden, Hubbard; O. L. Barber, Woodburn; T. B. Jones, Wheatland, and H. L. Bents, Butteville.

Routine business was transacted, including the award of a contract for furnishing 25,000 yards of burlap, and other supplies for the association, but neither the price nor the name of the firm to whom the award was made, was disclosed by the officers of the association.

The officers reported the sale yesterday of five lots of hops, but refused to give the number of bales involved or the price realized from the sale.

### STATE TAX PAYMENTS MADE.

Jackson County Sends in \$4000.—Several Insurance Companies Make Their Annual Settlement.

(From Daily, March 25th.)

State Treasurer Chas. S. Moore yesterday received a remittance from the Jackson county treasurer, amounting to \$4000, to be applied on that county's state taxes for 1899. Jackson county's quota is \$21,242.13, thus leaving \$17,242.13 to be paid.

The state treasurer also received remittances from three insurance companies on account of state taxes on the business done in Oregon during the year 1899, by these corporations. The statements, filed, accompanying the payments, are:

Scottish Union & National Insurance Company, of Edinburgh—Gross receipts, \$27,476.25; premiums returned, \$31,386.00; losses paid, \$6081.42; net receipts, \$18,236.24; tax paid, \$364.72.

Imperial Insurance Company, of London—Gross receipts, \$33,046.25; premiums returned, \$875.05; losses paid, \$11,140.30; net receipts, \$15,029.81; tax paid, \$300.60.

Lion Fire Insurance Company, of London—Gross receipts, \$20,350.60; premiums returned, \$4007.82; losses paid, \$4791.27; net receipts, \$11,701.51; tax paid, \$234.03.

# SENT IT BACK

## Puerto Rican Government Bill is Recommended.

### THE SENATE WILL DIVIDE IT

The Relief Measure Passed by the House as Agreed Upon by the Joint Conference Committee.

WASHINGTON, March 24.—For a few minutes in the senate, today, a surprise bordering almost on consternation in some quarters was created by the request of Foraker that the Puerto Rican government bill be recommitted to the Puerto Rico committee. The request precipitated a lively colloquy, but it finally was developed that the bill Foraker wanted recommitted was the government measure now on calendar and not unfinished business. During the elucidation of his request, however, Foraker plainly indicated that it was his purpose to separate the bills and press the Puerto Rican tariff bill to an early vote, his desire being to have the vote taken not later than next Thursday.

A measure was passed, providing for the appointment by the president of a commission to investigate the trade and commerce of the Orient, with a view to the extension of American commerce.

After a brief and spirited debate the house today took the last congressional step in completing the Puerto Rico bill, agreeing to the conference report, by a vote of 135 to 87. The bill turns over to the president, for use of Puerto Rico, about \$2,000,000 of customs receipts, collected on Puerto Rican goods up to January 1st, last, and such amounts as may hereafter accrue until otherwise provided by law. The debate lasted but an hour, but in this time, the whole range of Puerto Rico legislation was discussed.

### A SOLEMN CEREMONY.

New York, March 24.—With a silver spade, in the presence of thousands of people, Mayor Van Wyck today lifted from an opening in the city hall square a few pounds of earth, which formally began the work of the underground raised transit railway system. The underground railway tunnel will be twenty-one miles in length, and will involve an expenditure by the city of New York of more than \$6,000,000. The contract for completing it is unlimited, and about 1000 men will be employed.

### VERY GOOD STUMP-PULLING.

Utilizing the wind as a stump-puller is an Oregon innovation. It was the idea of the farmer at the state penitentiary, whose task was to clear the fir timber from a sixteen acre tract. He was given the winter in which to clear six acres, but with the aid of the wind he cleared the whole tract in six weeks, although the timber was of a dense growth, the first measuring from one foot to four in diameter. The winds in that quarter blew strong from the south at this season. The farmer put his men at work on the north side of the fir grove. They cut a log and dragged it close to the north side of the bases of the fir trees, and then cut the surface-roots of the trees that were to be felled. These preparations were made during the first day, and then the men went home and slept while the wind did the rest. During the night a strong south wind blew the trees down, and they in falling across the logs pulled up the tap-roots. The next day the men sawed up the fallen trees, burned the brush, and laid their logs for another lot of trees. They proceeded in this way until the whole grove had disappeared.—New York Post.

### ASTORIA.

The Kind You Have Always Bought

Signature of Chas. H. Fletcher

### NERVITA

Restores VITALITY, LOST VIGOR, AND MANHOOD

Cures Impotency, Night Emissions and wasting diseases, all effects of self-abuse, or excess and indiscretion. Anerve tonic and blood builder. Brings the pink glow to pale cheeks and restores the fire of youth. By mail 50c per box; 6 boxes for \$2.50; with a written guarantee to cure or refund the money.

### NERVITA MEDICAL CO.

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DR. JORDAN—DISEASES OF MEN

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