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If you live out of town send for samples of the new Dress Goods, Waistings, Trimmings, etc.

Smart Cloak
AND
Suit Styles



We wish to emphasize the fact that the garments shown at our store are in keeping with the newest styles, and are approved by the foremost fashion authorities.

Salem, Agents for the
"Palmer" and...
"Anisfied" Garments



Stylish Furs...

Fur Jackets, Cluster Scarfs, Boas, Collarettes, capes. Nothing so stylish or handy as a Fur Wrap of some sort.

98c to \$50 a Garment.

The New Walking
Skirts...

SO PRETTY AND SO MANY OF THEM. Every lady should have at least one walking skirt.

\$4.00 \$4.50 \$5.00



Holverson's

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The Proudest Lad in the Land

Is he who is wearing his first watch for the first time. If it is in your mind to make your boy such a gift we trust that the Barr store may receive a visit from you.

Barr's Jewelry Store

Corner State and Liberty Sts., Salem

Leaders in Low Prices.

VIM VIGOR VITALITY FOR MEN
Mormon Bishop's Pills have been in use over 20 years by the leaders of the Mormon Church...

STIPULATION
BEING SIGNED

To Bring the Suit in the Cospere Estate to an End

EFFORT MADE TO SETTLE THE MATTER OUT OF COURT—AN AGREEMENT NOW CIRCULATING TO BE SIGNED BY HEIRS AND CREDITORS.

If the move which is now being made by the heirs of the Wm. Cospere estate and the creditors of the Gilbert Bros. Bank is ever placed on record in the court, the suit for an accounting and receivership in the State Circuit Court, entitled Tilton Ford, executor, plaintiff, vs. A. T. Gilbert, et al, defendants, which has been in litigation since April 22, 1901, and promises to remain in the court for some time to come, will probably be brought to a speedy termination.

In the above entitled cause and enter into the following stipulation and agreements for the disposal of the issues in said cause:
"First—It is hereby stipulated and agreed between the said plaintiff, Tilton Ford, as executor of the last will, testament and estate of Wm. Cospere, deceased, and the said principal defendants, A. T. Gilbert, et al, and Mary E. Gilbert, his wife, and F. N. Gilbert, et al, C. A. Gilbert, his wife, that said suit so far as it pertains to the issues raised by the pleadings between the plaintiff and the said principal defendants shall not now be tried, but shall be continued by this court, and finally disposed of as hereinafter agreed.

spective equities, including said plaintiff, Tilton Ford, as such executor, for moneys on deposit in said Gilbert Brothers' Bank as aforesaid.
Fifth—That when all of said assets have been so distributed this suit shall be dismissed as to all parties, without prejudice to the rights of any, and that said Circuit Court make an order and decree in accordance with the terms and provisions set forth in this stipulation."

OREGON EXCHANGES.

Woodburn Independent:—M. H. Durst and brother, R. H. Durst, of Wheatland, California, were in this city this week. R. H. Durst is manager of their extensive California hop yards, and is here on a tour of inspection.

Woodburn Independent:—Will Scollard brought a shamed-faced porcupine to town Monday. It had been captured alive on his place. The hair on "this pig" is nine inches long and there is a plentiful supply of quills.

Forest Grove Times:—Mr. Copeland, living near Reedville, has commenced suit against E. W. Dant to recover \$400 for loss of grain burned a few weeks ago. Dant runs a steam threshing machine and was to thresh Copeland's grain.

Roseburg Review:—John Casebeer returned on Tuesday from Salem where he attended the State Fair. He brought home several head of fine pure blood Poland China pigs purchased during his absence, nearly all of them being prize winners.

Roseburg Review:—While at the State Fair last week Mrs. J. H. Short purchased a fine Hereford bull of Mr. Sparks, of Nevada, all of whose animals were awarded premiums.

Legal Blanks, Statesman Job Office.
Legal Blanks, Statesman Job Office.

IS ALLOWED
ONLY IN PART

Brown & Wrightman's Claim Not Approved by the Court

JUDGE BOISE HOLDS THAT LESS THAN FIVE HUNDRED DOLLARS WILL PAY FOR THEIR SERVICES IN THE GILBERT BANK CASE

Judge R. P. Boise of the second department of the State Circuit Court, yesterday rendered his decision as to the claim of Brown & Wrightman, for the sum of \$6,500 attorneys' fees in defending the interests of A. T. Gilbert and Gilbert Bros. in all litigation arising out of the closing of the Gilbert Bros. Bank, on April 23, 1901.

This claim has been the subject of contention between the claimants and the creditors ever since it was filed and developed at the trial on Friday and Saturday of last week, into a supreme contest between almost all of the leading attorneys in this city. The court disallowed the claim and held that the collateral which was delivered over to the firm of Brown, Wrightman & Myers at the beginning of the proceedings, amounting to \$438.67 net to the firm, was ample compensation for all of the services performed in all of the suits.

In rendering his decision Judge Boise found the facts to be that the Gilbert Bros. Bank was closed on April 22, 1901, at the close of business hours of that day and did not open on the succeeding, or 23d day of April, and then refused to pay checks of their depositors.
That A. T. Gilbert was served with the complaint and summons in the case of Emma Johnson, plaintiff, vs. Tilton Ford, executor, and Gilbert Bros., et al, defendants, on the 23d day of April, and on April 23d the firm of Brown, Wrightman & Myers was retained as attorneys by A. T. Gilbert to appear for him in that case and also to act as attorneys for him in any litigation that might arise out of the closing of the bank of Gilbert Bros.; that the amount of their retainer and compensation, for such services as they might be called upon to perform, was not then agreed upon by the parties, but on that day, to secure them for such contemplated legal services, A. T. Gilbert delivered to said firm certain notes held by the bank against different persons and amounting to \$884, which were to be held and collected by said firm and the proceeds applied in the payment of certain obligations held by relatives and clients of said firm and by the individual members thereof, against said bank, amounting to \$445.33 which left, after paying said claims the sum of \$438.67 to be retained by said firm for such services.

That after such retainer said firm could not properly be retained by other persons in any litigation resulting from the closing of said bank.
That the said proceedings in the United States District Court to declare A. T. Gilbert a bankrupt and also this suit is litigation incident to the closing of said bank.

As a matter of law the court held that the said contract of retainer was executory excepting that A. T. Gilbert had paid, or secured them in advance, thereby preferring them to his other creditors which, under the laws of this

state, a person has a right to do so long as the transaction has no fraud about it.

That any contract between A. T. Gilbert and the claimants relative to fees for conducting such litigation made after the closing of said bank and after the appointment of a receiver in the suit of Emma Johnson vs. Tilton Ford, Gilbert Bros., et al, would not be a valid claim against the assets now in the hands of the receiver in this suit.

That the contract of employment so far as performed by A. T. Gilbert on April 23d, by delivering the said notes, was within his legal rights, was not tainted with fraud, and is binding upon the estate and the said claimants will be permitted to retain the said collateral as full compensation for their services which the court deemed ample.

As to the reasonable value of their services the court said that under the law of the case, as decided by him it was not necessary for the court to make any finding on that matter, but the court remarked that he did not consider neither the Emma Johnson suit or the bankruptcy proceeding as involving property or money in any such amount as claimed, and it was merely a contest as to what tribunal the parties would litigate the matter in controversy and that, after the demurrer had been sustained in the Emma Johnson suit the parties were just where they were at the beginning, that is, that none of their rights had been adjudicated, and that this court could not say that the matters in controversy would be any more honestly or efficiently litigated in one court than another, that it was not the business of this court to criticize any other court, and hence this court is bound to presume that the probate court of Marion county, which had jurisdiction of the Cospere estate was entirely competent to properly adjudicate any difference between the parties and hence it could not be said that the claimants, by assisting in defeating the proceedings in the United States Courts, had preserved the estate for the benefit of the creditors. Upon these considerations, the court disallowed the whole of the claim of Brown & Wrightman, but allowed them to retain the collateral as compensation for their services.

In the case of Clinton G. Palmer, plaintiff, vs. David Brand, defendant, in department No. 1, an action to recover the sum of \$5,275, as rental upon No. 2, 3 and 4, of block 72, of Portland, from April 28, 1900, to December 31, 1901, alleged to have been collected by the defendant, which the plaintiff claims as rightfully belonging to him by virtue of being the owner of said property, between the dates aforementioned, and by reason of which suit an attachment was made upon the property, the defendant, by his attorneys, W. D. Fenton and Bronaugh & Bronaugh, yesterday moved the court to quash the attachment on the ground that the claim sued in the plaintiff's complaint is not such an one as entitles him to a writ of attachment under the statutes of Oregon, and because the plaintiff's action is not upon a contract for the payment of money.

Judge Boise also allowed the claim of the First Congregational church of Salem, for credit upon and return of a certain note, executed by W. H. Adair, to Gilbert Bros., on November 17, 1899, for the sum of \$200, with interest at 8 per cent, and ordered that the receiver, Claud Gatch, deliver said note over to the claimant upon receipt from the church, of the difference between the balance due on the note and the amount of \$100, with interest at 8 per cent from November 17, 1899.

Elizabeth Spicknall yesterday instituted proceedings in the first department of the State Circuit Court, against Joanna Pugh and C. W. Pugh to recover possession of an 80-acre tract of land in section 23, township 6 south,

STEINER'S MARKET.
Chickens—8 to 10 cents per lb.
Spring chickens—8 to 10 cents per lb.
Eggs—20c cash.

THE MARKETS.
PORTLAND, Or., Sept. 29.—Wheat—Walla Walla, 62c; Bluestem, 64 1/2c; Valley, 64c.

San Francisco, Sept. 29.—Wheat—\$1.10.

Chicago, Sept. 29.—Wheat—September, opening, 86 1/2c; closing, 87 1/2c; 87 1/2c. Barley and Flax not quoted.

THE MARKETS.
The local market quotations yesterday were as follows:
Wheat—53 cents.
Oats—50c for old; 75c new per cental.
Hay—Cheat, \$7.50; clover \$7.00; timothy, \$10; wheat, \$8.
Flour 75 to 85c per sack; \$2.70 to \$3 per barrel.
Mill Feed—Bran, \$18; shorts, \$20.
Butter—17c per pound (buying); creamery, 20c.
Eggs—20c cash.
Chickens—8 to 10 cents per lb.
Spring chickens—8 to 10 cents per lb.
Pork—Gross, 5@5 1/2c; dressed, 6 1/2c.
Beef—Seers 3@3 1/2c; cows 3c; good heifers 4c.
Mutton—Sheep, 2 1/2c on foot.
Veal—6@6 1/2c, dressed.
Potatoes—50c per bushel.
Wool—Coarse, 14c; fine, 15c.

BALFOUR, GUTHRIE & CO.
Buyers and Shippers of
GRAIN
Dealers in
Hop Growers' Supplies
FARM LOANS
Warehouses at
TURNER, MACLEAY,
FRATUM, BROOKS,
SHAW, SALEM,
SWITZERLAND, HALSEY,
DERRY.
MFGRS. OF "ROYAL" FLOUR.
J. G. GRAHAM,
Manager
307 Commercial St., Salem.

range 3 west, and for damages to the amount of \$500.
The plaintiff alleges that, for more than thirty years she has been the owner of a life estate for the period of her life in the above premises and that, for more than six years past, the defendants have wrongfully withheld the same from her possession, except about 8 acres off the north end of the same.