

SENATOR MITCHELL BETRAYED

Confessions of His Former Partner and Private Secretary

All of the Following Report Is Taken From Portland Papers Which Are Violently for the Prosecution

Mr. Robertson went before the grand jury and told what he knew of the original contract entered into between Judge Tanner and Senator Mitchell, which contract he (Robertson) had written at the dictation of the two members of the firm. Mr. Robertson also brought with him a letter from the senator to Judge Tanner which told all too plainly of the senator's guilt and left Judge Tanner alone under the burden of his false effort to save his friend. After his testimony it is said, Robertson went to the judge, and when he told him where matters stood, the latter broke down at last and came to the government for forgiveness.

Indicted Man Pleads Guilty. And so Saturday the indicted man

made known his wish to plead guilty to the charge against him, knowing it useless to do otherwise in the face of the overwhelming case of the government, and in order to save his boy from the reflected shadow of his wrongful acts. And in this instance he placed himself on record against his partner, and told of the guilt of the former in words which, though veiled, admitted of no doubt in the minds of those who heard them.

Judge Tanner was sworn, and entered his plea of guilty before the court. Then he, at the request of Mr. Heney, took the stand on behalf of the government. The district attorney handed the witness a copy of the spurious contract of partnership.

"I hand you," said Mr. Heney, "a contract which was presented by you before the grand jury. When was that contract made?"

"It was made along in December last," answered Judge Tanner.

"And the purpose of it was to use as a defense in the John H. Mitchell case?" questioned the government attorney.

Judge Tanner shifted in his chair, and at last said:

Why Contract Was Amended.

"I will tell you the circumstances, and you can draw your own conclusions from that. When Mr. Mitchell was out here he looked over the contract. We had a contract, but of course this is not the one; we looked that over, and there was a clause in it that he thought ought to be changed, and he told me to fix it; and I did draw up this writing here, changing the particular clause that he thought would be dangerous for him; and we signed it. At the time that was done, I said to him, 'Now, Mr. Robertson is the only man on earth except you and me that knows to the contrary anything about this agreement, and

Mr. Robertson will have to corroborate this thing. Of course, it may get us into trouble.' He said that he would see what he could do with Robertson, or something of that kind. And the agreement was left with me in that shape. I have never had any correspondence, or any words with the senator about it since he left here. This contract is an exact copy of the partnership agreement that was signed at this date, March 5, except as to that clause about the departmental business. That is the one we changed. In all other respects it is the same as the real contract that was signed."

"Have you the original, or an original of the first contract?" the witness was asked, and he replied that he had.

"And you will produce that, will you?" was the next question of the government attorney.

Judge Tanner handed the paper to Mr. Heney.

"That is it," he said. "A little later a supplemental agreement was made that does not affect the question you are asking, but it simply changes the division of the fee, giving me three-fifths and the senator two-fifths."

"Under the first agreement," further questioned Mr. Heney, "the checks that were paid by Mr. Kribs for services performed in the matter of expediting cases went into the firm account and were divided with the knowledge of Senator Mitchell that he was getting his half of them?"

"It went into the firm account and was divided with him in this way: The money, his half of it, was sent to him in the shape of a deposit tag, showing the amount; and I usually stated, 'Inclosed you will find deposit tag for your share of proceeds of our business for the current month,' or something of that kind. Now, I couldn't swear that he had knowledge of where this money came from."

"Didn't you talk with him about it at any time when he was here?" asked Mr. Heney.

"Not subsequent to the time that this money was paid."

"Was there anything said at the time Senator Mitchell was here in 1903?" asked Mr. Heney.

"Well, he knew that I was doing

work for Kribs, and that he was paying money; but I couldn't say that he knew that any of these special amounts that I sent him was Kribs' money, or anything of that kind."

"Do you know you were doing work for Kribs, and that this work involved these claims about which you wrote the senator and asked him to look after?" asked the attorney.

"Yes," said Judge Tanner.

"This particular contract that was produced in the grand jury room was typewritten by your son?" asked Mr. Heney.

"Yes," replied the witness.

Mitchell Betrayed by His Private Secretary.

The letter was given to Mr. Robertson by Max Fraetz in Washington with instructions to hand it to Judge Tanner upon his arrival in Portland. Robertson came direct to the federal building on reaching the city and went to the jury room. After having given his testimony, Robertson, on leaving the jury room, handed the letter to Mr. Heney, who in turn gave it to the grand jury.

The letter will be used against Senator Mitchell when he comes to trial on the charge of violating section 1782 of the Revised Statutes of the United States, which provides that no one holding the office of United States senator shall receive any compensation whatever for any work done to further matters relating to the work of the government in any department. Senator Mitchell was indicted on this charge February 1 for receiving fees from Frederick A. Kribs for expediting 70 timber claims.

Mitchell's Letter to Tanner.

Washington, D. C., Feb. 5, 1905.

My Dear Judge: I am almost afraid to write a word as these scoundrels will misconstrue everything and distort all that is said. Your friend with letter did not arrive here until today. Your letter only received at 5 p. m. I have made search for my copy of articles of copartnership of 1901 but am unable to find it. I think it must be among my papers in office. Harry, of course, prepared these articles. You see Harry on his arrival. I found our supplemental agreements of date November 1, 1904, which are all right. Harry has these with him. Now the facts are these, and you must deal with them accordingly. First, under our articles I was not to have any interest whatever in any business you might do in any of the departments or in any land matters. Second, as a matter of fact I never knew until now that any charges for any such service had been credited to me or the firm or that my account had ever been credited with any part thereof. As I was never furnished

ITCHING ECZEMA Winter

In July, 1883, I began to break out with Eczema on my head, legs and arms, and began treatment with local doctors, but did not get much relief. They said the disease had become chronic. I then quit them and tried various ointments and soaps for another two years, but as soon as cold weather came I was as bad off as ever, so I finally decided to let medicine alone, and for twelve or thirteen years did nothing towards curing the Eczema, except bathing. This seemed to do about as much good as anything I had tried.

During the time I lost about one-half of my hair. I began S. S. S. doubtful of a cure, because the disease had run so long, but soon discovered your medicine was doing me good, and continued to take it. I used seven bottles, when I was completely cured, not having a single spot on my body, which before was almost completely covered. F. C. NORFOLK, 1077 Hackberry St., Ottumwa, Ia.

The head, feet and hands are usually the parts affected, though the disease appears on other parts of the body. While external applications allay the itching and burning temporarily, it is the acids thrown off by the blood that cause the irritation and eruptions upon the skin. The acids must be neutralized and the system cleansed of all humors and poisons before the cure is permanent. S. S. S. is guaranteed entirely free of Potash, Arsenic and other minerals. Book on the skin and its diseases sent free. Medical advice furnished free.

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The sooner one gets rid of them the better, and the way to get rid of them and to build up the system that has suffered from them is to take

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- Boils, Pimples,
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- Dyspepsia
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Accept no substitute, but be sure to get Hood's, and get it today.

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FRETFUL WOMEN

Should know that if their various organs were strong and healthy they would not be in that state of mind. Happiness depends entirely on good health, and to recover this priceless possession Hostetter's Stomach Bitters is needed. Its 50 years' record proves its worth in cases of Monthly Irregularities, Sick Headache, Sleeplessness, Unstrung Nerves, Backache, Indigestion and Dyspepsia. We urge all sickly women to try

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Having just closed one year in the grocery business in Salem, on behalf of Mr. Fisher and myself, I desire to express to our patrons our sincere appreciation of the kind treatment we have received at their hands during the past twelve months.

Our Last Month's Sales Showed an Increase of 84 1-2 per Cent Over Our First Month

Which certainly is a record of encouraging growth. However, Mr. Fisher's health not permitting him to continue in the store, I have purchased his entire interest and good will and shall endeavor in every way possible to merit a like increase in patronage during the coming year. Behind our counter Mr. T. M. Hard, of many years grocery experience, and Mr. C. B. Rees, both scrupulously conscientious in their dealings with customers, will continue to assist in supplying the wants of our friends. At the desk Miss Iris Hanna will see to it that all accounts are carefully and accurately kept, while on the wagon our genial and accommodating deliveryman Mr. Heesen will still go the rounds and do his best to be in fourteen places at one and the same time. Like some other people we are also human and not beyond making a mistake—however, we shall always be only too glad to rectify an error or to refund money for any unsatisfactory purchase. Our delivery service is not surpassed in Salem. One delivery daily in Highland, Englewood, Asylum Avenue and the far eastern portions of town, two deliveries each day in Yew Park, South Salem and North Salem, and four deliveries per day in the more central parts of the city. Two things especially we shall stand for as in the past. 1. A quality in our goods that must be above reproach. 2. Correct weights and measures, not 15 but 16 ounces to the pound, not 7 but 8 pints to the gallon. Our phone is always waiting for your call. Try us for a month with your orders for fruits, vegetables and groceries

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