

**The Sioux County Journal.**

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**W. E. Patterson** - Editor and Prop.  
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**Wrong is Not Right,**

**EDITOR JOURNAL:**—In last week's issue of the Herald Chas. F. Shagerland, the editor of that sheet, takes it upon himself to excuse and defend the work of our county officers in presenting and swearing to false and illegal claims, and as a defence of his case says that the "mouth-piece of the mud ring seems to forget how he lamented last July, because the warrant he got for the cash he paid out for a road implement did not reimburse him, even after waiting several months for the warrant, and yet when another county official asks for an amount equivalent to the discount on the warrant he yells robbery."

We will now look at what the Herald has said and see if it amounts to anything in defence of the illegal robbery of county funds. Now, Charley, in the first place you make a statement that is false in saying that I am the mouth-piece of the mud ring. That is false. You say that it seems that I forgot something about a warrant that I got last July. That is false also. I fully recollect all about it very clearly. As you say I had paid out some money to purchase a plow for road work and in payment therefor received a warrant. Said warrant I offered in part payment of my taxes to the county treasurer who refused to accept the same, and I was forced to sell the warrant at a discount and pay the cash for taxes. But, Charley, do you know that I had sworn, had made oath, to the correctness of said account and received the warrant in payment of the same thereby releasing the county from any further liability on that score. I could not then go again before the commissioners, render another account and swear to it, saying the second account to be just and correct and unpaid by either the county or any individual, for the reason that the county had already paid said account before.

But, Charley, to convince you that the man that you are trying to defend is not built that way I will call your attention to the following claims presented by your client and former partner, as filed in the county clerk's office, and paid by the county. They are No. 265 and claim No 275, both presented by the judge. If you desire to be fair you will tell the people that claims 265 and 275 contain one and the same account and that both were sworn to as being just and correct, by J. W. Hunter; and as there never was but one case against the party, your friend swore falsely, and knowingly, and Charley that is the kind of company you keep. You make the very best defence possible under the circumstances but you should be in better business. Now for the next one of your clients. You say that there is a howl being made by Mr. Walker because the county purchased some coal from Mr. Pfost who is also sheriff. You try to excuse it by saying it was a small amount and purchased the same as one man would purchase of another. This is the poorest of all pleas you have made in defence of a violation of a statutory law governing this very point. You virtually plead guilty to the offense but offer the pitiful excuse that it was "only a small amount." I say that the county paid \$8.95 per ton for coal that can be bought right here in Harrison for \$4.50, a difference of \$4.45. Will you kindly inform the tax payers what you would consider of some account? You say the Mud Ring has to occasionally assail someone to keep up their reputation. I am convinced that those whom you term the Mud Ring are in your way and any one that will undertake to uncover the record made by some of the county officers has some very nasty work on hand.

Yours Respectfully,  
**GEORGE WALKER.**

**The Attorney General's Opinion.**

There ought to be no more foolishness on the part of the Herald in repeating the assertion that the herd law will not be in force in Sioux county hereafter. The following letter was received in answer to one written to the Attorney General by Mr. Conley and will explain itself:—

State of Nebraska,  
 Attorney General's Office,  
 LINCOLN, MARCH 27, 1889.

Mr. H. T. Conley,  
 Harrison, Nebraska.

DEAR SIR:—In answer to yours of 25th inst. I would state that under provisions of House Roll 95 there is no law suspending the herd law and when this law goes into effect, the remainder of Article 3, bears upon every county in the state, and puts the herd law into effect.

For one county to have the herd law suspended, it must have some valid law to support it and as that law has been repealed, the herd law attaches immediately to every county in the state.

This is the condition of your law at present, with the herd law suspended.

Yours Very Truly,  
**WM. LEES.**  
 Attorney General.

**A Reply.**

Crawford, Neb., Mar. 23, '89

**EDITOR JOURNAL:**—

Much against my will I feel called upon to make a short contribution to your paper in answer to a so called affidavit of James T. Mason which appeared in the Herald of recent issue, in which, he endeavors to enlighten the people of Sioux county as to the financial standing of one of our citizens, Mr. Thomas Devenport.

As his son and agent I trust that you will not consider my appearance at this stage out of order. In the first place allow me to suggest that any party desiring to do so can, in a very short time, by making an examination of the official records of Dawes and Sioux counties, convince themselves that there never was at any one time 1600 acres of land recorded in the name of Thos. Devenport.

As to Mr. Mason's statement to the effect that he made out the papers on the Geo. James farm, I hope the Squire will not be offended when I hint that he is in error, as the deed was placed in his hands merely for acknowledgment by virtue of his exalted official capacity, justice of the peace; but I wish to congratulate the Hon. gentleman upon the excellent manner in which he executed his part of the work, as he seemed, upon this occasion, to be a very teachable child. To this article I will attach a couple of affidavits which will, to some extent at least, show the people of Sioux county Mr. Mason's false and unprincipled attitude.

As to the contemptible and uncalled for insinuations which have appeared from time to time in the Herald under the "non de plume" of One Who Knows, accusing Thos. Devenport of foreclosing mortgages on poor men and otherwise taking advantage of their limited circumstances, I have only this to say: I have a record of every chattel loan that he has ever made in Nebraska, and I offer a reward of \$50 for each and every instance of foreclosure in his name, or for every dollar's worth of property which has been forcibly taken by virtue of any security or mortgage which he has held.

For the benefit of those who have not seen the affidavit of Mr. Mason it is here given.

Crawford, Neb., March 9, '89.

I, James T. Mason, being duly sworn on my oath state that about the time that Thomas Devenport bought George James' land, in conversation with me, while making out the papers for said transfer, said that "this piece of land makes me the owner of sixteen hundred acres of land in Dawes and Sioux counties."

**JAMES T. MASON.**

Sworn to before me, a notary public in and for Dawes county, Nebraska.

**LEROY HALL, Notary Public.**

STATE OF NEBRASKA, } ss:  
 DAWES COUNTY, }

I, G. P. Devenport, of Crawford, Dawes county, Nebraska, being duly sworn according to law, herein state that I was present at the residence of Thomas Devenport, in Sioux county, Nebraska, on the date and at the time referred to by James T. Mason, when the transfer of real estate was made from Geo. James to Thos. Devenport, and positively assert that the said Thos. Devenport did neither say or intimate that he was the owner of 1600 acres of deeded lands in Dawes and Sioux counties, and I further declare under oath that the statement of the aforesaid James T. Mason, justice of the peace of Glen, Sioux county, Nebraska, which appeared in the Herald of March 16th, is a willful and absolute falsehood.

**G. P. DEVENPORT.**

Subscribed and sworn to before me here on this 25th day of March, A. D. 1889.

**W. H. FANNING, Notary Public.**

STATE OF NEBRASKA, } ss:  
 DAWES COUNTY, }

I, Thomas Devenport, of Sioux county, Neb., being duly sworn according to law depose and state that I did never, at any time or place say to James T. Mason that I was the owner of 1600 acres of deeded land in Dawes and Sioux counties, Nebraska, and I hereby denounce the (above) affidavit of James T. Mason which appeared in the Herald of March 16th, as maliciously false.

**THOMAS DEVENPORT.**

Subscribed and sworn to before me a notary public in and for the SEAL county of Dawes, and state of Nebraska on this the 23rd day of March, A. D. 1889.

**F. M. DANIELS, Notary Public.**

In a recent Herald the Glen Kicker says: "Wonder why Devenport don't deny by affidavit the charge of being the owner of 1,600 acres of land," and in answer I simply call his attention to the above affidavits.

Very Respectfully,

**G. P. DEVENPORT.**

**Stray Notice.**

Taken up by me on March 21st, 1889, at my place on section 31, township 33, range 56, in Sioux county, Nebraska, one ran haler with six in basket, supposed to be 2 years old.

**Oscar A. Garton.**

**Young Hales for Sale.**

At my ranch south-east of Harrison. Three years old—broken or unbroken.

**Jas. H. Cook.**

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