

here, would solve our problem of long time loans to farmers. Our present financial crisis shows the folly of bankers tying up their money in such slow paper. Bank assets must be kept liquid. All our banking resources are needed for short time loans and for financing the operations of our farmers and business men from month to month. Not a dollar of them should be tied up in long time loans. Real estate mortgages running for several years are outside the province of bankers.

Our Bank of North Dakota has attempted to use the public money of the state for investment in real estate mortgages running for 40 years and with the disastrous results now seen.

It is not too late to adopt the South Dakota plan in this state. The first bonds sold could be used to take up the loans made by the Bank of North Dakota. This would make the liquidation of the Bank of North Dakota possible—providing some mill and elevator bonds were also sold to take up the loans to state industries. All public money could then be withdrawn and we could "turn the key in the door." Until we do that the state's credit will be impaired.

### NOLAN IS ACQUITTED OF MURDER CHARGE

Continued from page 1.

ability of the witnesses who testified and the evidence given in the case and with that the court had nothing to do.

"You may judge the credibility of a witness by the manner in which he gives his testimony," warned the court, "his means of knowledge as to any fact about which he testified, his interest in the case, if any, the feeling he may have for or against the defendant, or any circumstance tending to shed light upon the truth or falsity of such testimony; and it is for you, at least, to say what weight you will give to the testimony of any or all witnesses."

"In determining what degree of credit a witness should have, the jury should bring to bear its own intelligent judgment and use such reasonable standards as it would apply in seeking for truth in such matters of importance where your own interests are concerned.

"The jury should also take into consideration the apparent fairness or want of fairness of any witness; the reasonableness of his testimony; his means of observation and knowledge, the character of his testimony—whether negative or affirmative—of any fact, and all matters and facts and circumstances shown on the trial bearing upon the question of the

weight to be given to his testimony, and give each witness' testimony such weight as to you it seems fairly entitled to. It does not follow, as a matter of law, that because a witness may have been in error in a part of his testimony that he has wilfully and knowingly sworn falsely, that is a matter for you to weigh, consider and determine upon all the evidence in the case considered and weighed together."

The court said that if the defendant is found guilty of manslaughter in the second degree the punishment may be by imprisonment in the penitentiary for not less than one and not exceeding five years, or by imprisonment in the county jail not exceeding one year or by a fine not exceeding \$1000, or by both such fine and imprisonment.

If the defendant is found guilty of manslaughter in the first degree the punishment may be by imprisonment in the penitentiary for not less than five years and not exceeding fifteen years.

If the defendant is found guilty of murder in the second degree the punishment may be imprisonment in the state penitentiary for not less than 10 years and not exceeding 30 years.

If found guilty of murder in the first degree, the punishment is determined by the statute without the jury naming the term.

### SECOND SUMMONS

State of North Dakota, County of Griggs, In Justice Court, before W. E. West, Justice of the Peace. Greenland, Pritz & Company, A Corporation

Plaintiff

vs.

Wm. Krueger,

Defendant

By this second summons you are directed to appear before me at my office in the village of Binford, County of Griggs, State of North Dakota, on the 17th day of February, 1921, at 2 o'clock, p. m., there to answer to the complaint of Greenland, Pritz & Company, alleging that on July 10th, 1920, you executed a note maturing on the 15th day of October, 1920, in the sum of One Hundred Twenty-five (\$125.00) Dollars, bearing interest at ten per cent per annum, no part of which has been paid, and by reason thereto the Defendant has become indebted to the plaintiff in the sum of One Hundred and Twenty-five (\$125.00) Dollars, together with interest at ten (10) per cent per annum, from July 10th, 1920.

WHEREFORE, Plaintiff demands