

WAS NOT HIS WHEAT Speculator Spicer on Trial for Wrongful Sale.

ISSUED WAREHOUSE RECEIPT Defense Is That the Grain Was His and That the Money-Lender Was Fully Secured for All Advances.

The trial of William E. Spicer, on a charge of disposing of grain valued at \$600, for which he had issued a warehouse receipt to the Spokane & Eastern Investment Company, began in the criminal department of the State Circuit Court yesterday, and will continue several days. The attorneys are: District Attorney Chamberlain and Russell E. Sewall, for the prosecution, and Ed Mendenhall, J. B. Easter and Judge Ward, for the defense. The time yesterday was principally taken up in the selection of a jury, which was finally obtained as follows: Fred Benfield, Fred Emily, C. N. Proud, Milton York, Charles Perth, L. M. Cox, T. B. Tanner, John R. Quay, A. Bell, D. B. Mackie, A. P. Hulman.

The facts as summarized by Mr. Sewall, for the prosecution are that under a special statute passed in 1888, a warehouse receipt is a negotiable instrument, transferable from one person to another, and carrying the title to the grain therein. It is as long as the receipt is outstanding it is a crime to sell the grain without the written consent of the holder of the receipt. The Moscow branch of the Spokane & Eastern Investment Company was in charge of R. D. Miller, as manager, and Spicer was to buy wheat with the bank's money and turn over the warehouse receipts as he bought. Spicer finally wanted to have grain sent to Portland, saying that he could save storage by putting it in his own warehouse here. This was agreed to, and the grain was sent and stored. Spicer on February 2, 1900, gave his receipt for 723 bushels of wheat, valued at \$600. The bank wanted money, and notified Spicer that if the wheat was not sold Mr. Miller would have to come here and sell it to make good on the advances by his company. Miller came to Portland in September, and Spicer was to raise money enough to take up the loan, in which case the bank would return the warehouse receipt. Mr. Miller came, but did not find Spicer. He went to the warehouse and made a demand for the wheat, and C. M. McKittrick, bookkeeper for Spicer, told him it had been sent to the Portland flouring mills. Mr. Miller afterwards telephoned to Spicer, who said he was sorry for it, but the grain was gone. Judge Ward, for the defense, began by saying: "One tale is good until another has been told. Mr. Spicer was buying wheat at Moscow and doing business with the First National Bank at that place. Mr. Miller approached him and said he would like to let him have money, as his company had an abundance of money to lend. Spicer answered that he owed the First National Bank about \$200 and could not change. Miller said he could arrange that, saying to Spicer: 'You own fine, revenue-paying property in Moscow bringing in a good rental. Give us a trust deed, and give us the money for it, and we can settle that. You buy wheat and we will lend you money. Things went on in this way, and Spicer bought about \$5,000 worth of wheat in his own name, and sold it in his own name. He issued only checks until such time as he gave a note to cover them. If he owed \$500, he would give a note for \$500 or \$700. This gave him a credit of \$200 or \$400, and he would check against it."

"There came a time when a great deal of wheat would not bear inspection, and Spicer bought considerable of it at a reduced price. He told Miller it could be cleaned and worked over, and sold at Portland for feed, and Miller asked him why he did not do it. Spicer said he didn't have the money; it would take about \$10,000. Miller said he would not trouble about that; there was considerable wheat at the Mutual wharf, and he could get an advance on that. On December 25, 1900, Spicer took \$2,000 in cash and made a settlement, and there was nothing then owing to these parties. There was the mortgage for \$700 on the property. Everything else was paid for. "In January Miller came here to settle up the business. Spicer was putting in new machinery to wash and take the smut off the wheat. Miller asked what was to be done with the wheat. There were about 2000 bushels in the mill at that time. Miller looked at it and told Spicer it looked pretty bad. Spicer told him it would be cleaned and sold for feed, and if there was any surplus what it it could be sold to the mill. Miller said to hurry with the machinery and get the wheat moving. This was before the receipt was issued. It never was intended to be a warehouse receipt. It was a mill, and not a warehouse. "We will show you that Miller never called this a warehouse receipt, and looked at it as such. Spicer's wheat, Miller never paid any freight or storage, and did not exercise any ownership over it at all. In January, 1901, Spicer got another set of notes for \$500, drawing interest thereon. He called attention, and Miller was asked why they did not draw interest, and he said it was because he had already secured notes in Idaho. Another trust deed was executed by Spicer covering property here and in Clackamas County. Mr. Spicer thought he could make arrangements to pay all the notes as fast as they became due. The bank commenced suit to foreclose the trust deed on the Moscow property on September 15, and October 17 this indictment was returned. It is just such a case as has happened here and in other states, one of the curses of the law the treasury to collect debts through the process of the criminal court. There is no man who will go so far to protect a man under a warehouse law as I will, but they were not operating under this law. Miller was anxious for him to go ahead and sell the wheat as fast as he could. Spicer was paying them \$500 per month, and they closed him out, and he could not do anything for a long time, and now is doing a little business in a small way. "The income of his Moscow property is \$500 per month. This is a mortgage ahead of them, making altogether about \$1,000 due, but the property is worth much more than that; the income pays 6 per cent interest on over \$40,000. "Just as fast as the wheat was sold the money was sent to them to be credited on these notes given for this wheat. How the bank people got an idea they did not come fast enough they asked him to transfer the wheat on the Mutual wharf, which was done. I believe they claim that \$2,000 is due them, but it is not nearly that much, but they have not credited him with everything. "McKittrick was mistaken when he said the wheat was sold to the Portland flouring mills. Miller knew it was disposed of, and he wrote to Spicer, saying he was glad it was sold. Spicer gave him a re-

FINANCES OF OREGON STATE TREASURER MOORE'S BIENNIAL STATEMENT. With Exception of Two Special Funds, Affairs Are in Good Condition—Recommendations.

Table with columns: Receipts, Disbursements, and Balance. Rows include various state funds like State Tax, Agricultural College, and University funds.

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which appropriations were made and not exhausted have been paid as presented, except for about two months in the early part of 1899, and about three months in 1900, when the fund was exhausted. This is the case nearly every year, owing to the fact that the fiscal year ends on December 31, and appropriations and the state tax levy are made for the fiscal year ending December 31, so that the funds applicable to the payment of general expenses are practically exhausted about the first of each year, while the counties do not and cannot, as the law is at present, commence paying state tax before about April of each year. If the fund were exhausted before the board of levy could estimate and levy the state tax to cover the expenses of the state from April 1 to March 31 there would scarcely ever be any necessity for indorsing warrants. A considerable amount of interest would thus be saved to the state. I would, therefore, recommend this change in the law. However, no warrant can be drawn on the fund until the counties commence paying the tax levied on the 1900 roll. The last Legislature inadvertently dropped from the appropriation bill the item of \$50,000 for conveying insane to the Asylum, which has made it necessary to indorse all warrants drawn for that purpose during the term, aggregating approximately one amount. The appropriation for which the Reform School was exhausted about July 1, 1900, so that warrants for expense of that institution amounting to about \$14,000, have been indorsed during the last six months. There have also been minor deficiencies in a few other appropriations, necessitating indorsements of warrants aggregating about \$12,000. The payment of state tax warrants has generally been prompt and satisfactory during the term; but very few have left it go delinquent, so that interest charges have been a very small number. I have paid off considerable amounts for former years that accumulated during the hard times period. The property prevailing throughout the state has been such as enabled the borrowers from the trust funds to not only meet their accruing interest promptly, but to pay up a very large amount of interest in the period from 1893 to 1897, as evidenced by the large number of receipts for money, the number issued being over 7500, against about 5000 for the preceding period. The amount of money distributed to the schools of the state on August 1 of each year of the term, exceeding over \$20,000 the distribution for any other biennial period, and released to be able to report that with few exceptions the loan notes in this department are in first-class condition. "I am pleased to be able to report that every county in the state has the full amount of state tax charged against them for the years 1898 and 1899 except Jackson, which owes a small balance on 1898 tax, and Union, which owes a balance on 1899 tax. The Legislature of 1898 authorized Jackson County to withhold the payment of the balances remaining unpaid for the years 1897 and 1898, and authorized the Board of Equalization to certify to the amount of state tax charged against them for the years 1898 and 1899 except Jackson, which owes a small balance on 1898 tax, and Union, which owes a balance on 1899 tax. There is some question about all the amounts shown in the list of warrants, which are the amount of state tax charged against them for the years 1898 and 1899 except Jackson, which owes a small balance on 1898 tax, and Union, which owes a balance on 1899 tax. There is some question about all the amounts shown in the list of warrants, which are the amount of state tax charged against them for the years 1898 and 1899 except Jackson, which owes a small balance on 1898 tax, and Union, which owes a balance on 1899 tax.

Some people thought we never would get rid of our enormous stock of sheet music and small musical instruments, but there is not a vestige of anything left in those departments; and we will now proceed to get rid of our pianos and organs as quickly and just as abruptly as we did our other musical goods. If there are any Portlanders who think we are going to transport these one thousand pianos to San Francisco (where our future headquarters are to be), they simply don't know us. These Pianos are going to be sold right here in Portland and throughout Oregon and the Northwest. HOW WILL WE DO IT? We have fitted up our storerooms at 209-211 First Street so as to display the different makes of pianos that are for sale, and it must be remembered that the entire building, covering four floors, is "chock-a-block" with pianos from the highest to the lowest degree. Almost every make of piano known to the trade can now be seen in our warehouses. First come first served. Store open night and day continually during this sale.

THE WILEY B. ALLEN CO. 209-211 First Street Portland, Oregon. List of warrants paid, which served no other purpose than to make work for the printer, has been omitted. The list of warrants is published by the Secretary of State, and the reprinting of it in the report of the Treasury Department has been an unwarranted extravagance. The present report sets forth the brief, comprehensive summary of transactions, and then takes up each separate fund, giving a clear explanation of its purpose, etc., and setting forth the receipts and disbursements by years and showing balance on hand. The list of loans outstanding, which is yet to be published, will be arranged so as to show the loans by counties and the total amount loaned to the residents of each county. Heretofore the list has contained no information regarding the location of the loans placed. The new arrangement will not only present interesting information regarding the sections of the state that borrow most extensively from the school funds, but will also throw around the trust funds a new safeguard in the shape of publicity. Those who are interested may now examine in detail the list of loans placed by the State Land Board for loans made in the several counties. VOTED FOR SENATOR. (Continued from First Page.) today's proceedings in the House was the separate ballot to be cast for United States Senator, on the second Tuesday of the legislative session, after organizing in accordance with the Federal law governing such elections. In anticipation of this event, the lobby was thronged with spectators, including many well-known residents from all portions of the state, and representing all shades of politics. The contrast of Federal office-holders was greatly in evidence, taking more than ordinary interest in all the proceedings. Some remark was caused over the presence of several prominent Democrats, holding high places in their party councils; but these men solemnly averred that they had just happened along, and being in Salem, were naturally curious to be present when a vote for United States Senator was taken. Among the best known of the politicians now in Salem is the veteran diplomat, John P. Ward of Portland. He reached here last night from California, fortuitously, in time to witness the start in the Senate race. Smith of Marion was presiding over the House when it was announced that, in accordance with law, the House would make a call upon each of its members to be called upon to cast its vote for United States Senator. Before proceeding under this special order of business, a call of the House was ordered, all the members, except Herrmann, responding to their names, during which Speaker Reeder remarked his place and presided over the further proceedings. When the name of Barrett had been reached on the call of the House, the member from Grant County mistook the object of the call, thinking it was intended for casting the vote. In response to the call, Barrett arose and commenced to read a paper, which was not the subject of the call, but for no further than "Mr. Speaker: On this important occasion, it becomes my privilege," when he was informed of the nature of the proceedings under way, and the member from Grant, who also represents Gilliam, Sherman,

Several Hundred Pianos for Sale BY THE WILEY B. ALLEN CO.

We actually have ONE THOUSAND PIANOS to dispose of before we remove to San Francisco, and we must be there very soon. CAN WE DO IT? Some people thought we never would get rid of our enormous stock of sheet music and small musical instruments, but there is not a vestige of anything left in those departments; and we will now proceed to get rid of our pianos and organs as quickly and just as abruptly as we did our other musical goods. If there are any Portlanders who think we are going to transport these one thousand pianos to San Francisco (where our future headquarters are to be), they simply don't know us. These Pianos are going to be sold right here in Portland and throughout Oregon and the Northwest. HOW WILL WE DO IT? We have fitted up our storerooms at 209-211 First Street so as to display the different makes of pianos that are for sale, and it must be remembered that the entire building, covering four floors, is "chock-a-block" with pianos from the highest to the lowest degree. Almost every make of piano known to the trade can now be seen in our warehouses. First come first served. Store open night and day continually during this sale.

Advertisement for Pears' Soap, highlighting its cleanliness and comfort. Includes text: 'Its least virtue is that it lasts so. Soap is for comfort; the clean are comfortable. Pears' soap cleanliness is perfect cleanliness.' Also mentions 'A LOCAL AND CLIMATIC CATARRH DISEASE' and 'ELLY'S CREAM BALM'.