

GOUGER FREES AMES

Ex-Mayor of Minneapolis
Makes Point on Appeal.

THE INDICTMENT IS QUASHED

Supreme Judges Hold That the Date
Failed to Prove That the Ac-
cused Accepted Bribes
From Women.

ST. PAUL, Jan. 29.—Ex-Mayor Ames, of Minneapolis, is a free man. The Supreme Court today quashed the indictment against him. The entire court held that the indictment was faulty.

Judges Start, Collins and Lewis concurred in the majority opinion that the offense was not proven, while Judges Lovell and Brown dissented with that part of the opinion of the majority.

Dr. Ames was charged and convicted in the District Court of Hennepin County of receiving money illegally as Mayor of Minneapolis from women. He was indicted for that offense February 4, 1903, and after a trial of several weeks, during which much testimony was introduced, was found guilty May 7, and sentenced to a term in prison of six years.

An appeal was taken by the Supreme Court in December, on the ground that the indictment was not properly drawn, in that it was omnibus in character, charging, in fact, more than one crime. This contention was sustained by the Supreme Court today.

Dr. Ames was Mayor of Minneapolis four times.

The majority opinion of the court, written by Judge Lewis and concurred in by Chief Justice Start and Justice Collins, was a surprise to the defense as well as to the state.

The court says the indictment was valid and charged but one offense, but declares that the state did not prove the offense charged. After stating the charges in the indictment, namely, the receiving of money, \$600, from certain persons in order that they might be protected from criminal prosecution, the syllabus says:

"The indictment charges that the defendant, James H. Ames, did receive of certain persons the sum of \$600 paid over to defendant by his agent in one sum, after it was paid to him by women individually, was not a general fund contributed by the women, but that those participating should be protected. There was failure of proof to sustain the offense charged.

Discussing the evidence, the court says: "There was no evidence that any of the women acted jointly or that the fund was made up by them or in their behalf; that there was no evidence to justify the inference that Gardner, Mayor Ames' clerk, was constituted the agent of the women to take their money and deliver it to Ames, with the understanding that the consequence their houses would be protected."

The court further says: "There was a separate and distinct agreement entered into with each person paying any money."

In their dissenting opinion Justices Brown and Lovell charged the defendant with soliciting the money for himself or for the benefit of the women.

"To our minds the vital question is not the sufficiency of the evidence, but whether one of the plaintiff's principles of fundamental law upon which the rights of all citizens depend has been violated."

CHARGED WITH DECEIT.

Prominent Lumberman Sues for the
Recovery of Stock.

MINNEAPOLIS, Minn., Jan. 29.—Thomas H. Stevens, a Republican National Committeeman from Minnesota, and a prominent lumberman, has been sued in the District Court by his brother, Edwin C. Stevens, who charges fraud and deceit and seeks to have the transfer of 300 shares of lumber company stock set aside.

The plaintiff charges that the defendant deceived him by a series of physical and mental conditions to transfer the shares to him for \$70,000, of which \$50,000 is still unpaid, and that the defendant deceived him as to the quality of the timber and lands owned by the Crookston Lumber Company and the St. Hilare Lumber Company.

ESCAPES ON PLEA OF INSANITY

Mrs. Kennedy-Kramer is Acquitted
of Murder of First Husband.

KANSAS CITY, Jan. 29.—Lulu Prince Kennedy-Kramer, on trial for the murder of her first husband, Philip H. Kennedy, was found not guilty by a jury here today. At her first trial she was convicted and sentenced to ten years in the penitentiary. The conviction was reversed on a technicality. During her release on bond last February she married John Kramer, an attorney who had defended her brother, Will Prince, who later was convicted on a charge of conspiring with the defendant to kill Kennedy.

Mrs. Kennedy killed Kennedy, who was local agent for the Merchants' Dispatch Transportation Company, a month after they had been married. He had refused to live with her, bringing suit to have the marriage annulled on the ground he had been forced to it.

Mrs. Kennedy's defense was emotional insanity, and evidence was presented to show that her grandfather and great grandfather had died in insane asylums. The verdict of acquittal was found solely on the ground that Mrs. Kennedy was insane when she shot her husband. The jury, however, found that "the defendant has since regained her sanity," which will save her from being sent to an insane asylum.

Leader of Burglars Convicted.

DENVER, Jan. 29.—Fred Arnold, aged 39 years, said to be the leader of the band of burglars who shot and killed Mrs. Amanda Youngblood last New Year eve, was today found guilty of murder in the first degree and sentenced to be hanged.

His two companions in the crime had been previously convicted and sentenced to death.

OPEN FAIR ON SUNDAY

Denies He Poisoned Wife.

For Another Diamond Theft.

MINNEAPOLIS, Jan. 29.—A second charge, that of stealing \$5000 worth of diamonds from the Mammoth Hot Springs Hotel in the Yellowstone National Park, rests opposite the name of J. W. Walters, the young man held at the Central Police Station on the charge of committing a diamond robbery in San Francisco. Walters will say little regarding his movements in other cities than San Francisco.

Bookkeeper Charged With Theft.

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Supervisor Accused of Perjury.

MILWAUKEE, Wis., Jan. 29.—Supervisor Charles Bottengruber was arrested today on an indictment returned by the grand jury. He is charged with perjury.

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Exploration of Ship-Trust Agreement
Presents New Complication.

NEW YORK, Jan. 29.—According to statements of opposing counsel in the United States Shipbuilding litigation, the expiration of the agreement today, under which shipbuilding bonds were deposited with the Sheldon syndicate to effect a reorganization, instead of influencing a settlement of the litigation, may be a signal for a struggle for the bonds of the company deposited with the syndicate.

William L. Cronwell, counsel for the syndicate, declared that the understanding that bonds deposited with the syndicate are now subject to withdrawal is erroneous and that the expiration of the Sheldon syndicate has no relation to the plan of reorganization, which remains unaffected by that event and under which plan the bonds will remain deposited.

Samuel Untermyer, counsel for the bondholders' protective committee, denied this, and said he had no doubt of the right of every member of the syndicate to the immediate return of his bonds. He understood that some members of the syndicate had not consented that their bonds remain on deposit with the committee, and these, he thought, would have no difficulty in enforcing the return of the bonds. "If you are right," he said, "with which Mr. Cronwell is very familiar, and which it is unnecessary at this time to state publicly."

One of the reasons why the Sheldon committee will not be able to hold the bonds against the protest of the syndicate members," he said, "was that the Sheldon plan had been abandoned. If any new plan was presented radically different from that, the bondholders would, of course, have the right to withdraw their bonds."

Notices were served today upon the trust company, which is the depository for the Sheldon syndicate, not to deliver the bonds held by it to the Sheldon reorganization committee. Other notices will be served tomorrow on behalf of a large number of bondholders who deposited their bonds with the Sheldon syndicate.

James Dilly, counsel, as well as a director of the Commonwealth Trust Company, attended the conference of the Sheldon syndicate and protested against the proposed plan recently put out which would wipe out all the stock on the ground that the Commonwealth Trust Company has a large deposit of stock with the bondholders, and the company served notice that it will not be bound by the new plans of reorganization.

Court Grants Request of Creditor.

NEW YORK, Jan. 29.—Judge Lacombe, in the United States Circuit Court, today granted the motion made by the Mercantile Trust Company, as trustee in the suit brought against the United States Shipbuilding company and James Smith, Jr., receiver, for permission to supplement the original complaint because of the continued default in the payment of interest.

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Mrs. Katherine Bechtel, her daughter, and Mrs. Henry Newhard, a neighbor of the Bechtels, made affidavits alleging that the District Attorney was in a state of "betrayal" and "intoxication" during two days of the trial, making a postponement of the case necessary.

It is also alleged that he repeatedly kissed Mrs. Bechtel during a visit to the Bechtel home on Thursday, the date of the finding of Mabel Bechtel's body.

Mrs. Bechtel's daughter, Mrs. Newhard, alleged that the District Attorney made improper proposals to her, and Martha Bechtel swears to similar charges.

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GO TO CLOSE

Ellers Plano House Popular
Co-operative Clubs Filling
Rapidly—Two Nearly
Full.

Buyers Who Want Bargains in Pianos Would Better Investigate Present Opportunities—Tempt- ing Array of Choice Pianos Still Remains.

The superb Weber piano, so closely identified with the triumphs of celebrated musicians of the world over and praised and sought by them; the Chickering that has been the leading piano of America for over 50 years; the Kimball piano, whose excellence has won it a place among the very foremost pianos of the world; the well-known, Robert & Co.'s, the choice Lester, Philadelphia's pride; the sweet Vox; the superb E. & C. G. and the Vox; other great favorites all over the country; the dainty Wessner that never fails to please; the popular Haddon, whose value too much cannot be said in praise; the elegant Victor; the Bailey, another little beauty; the Schenck, and many others whose name alone is sufficient to recommend them. All these are now in our piano club.

About Prices

"How can we afford to sell the choice pianos we do at prices so very far below what are asked for them anywhere else?" This is what we aim to do. Next to superior quality and fair, square, honest, honorable dealing, we want our story known for its low prices. To that end we employ every known device and are ever on the lookout for new ones that will save us in the cost of purchasing and handling pianos. Our own exclusive device for shipping pianos does away with the expensive piano box and saves both in bulk and weight in shipping. Our own drays and teams save in cartage expense; our own immense warehouse, Sunbury, obviates the need of a piano in storage cost and that of handling, all loading and unloading being done direct from the trucks; our up-to-date repair room, with its force of expert workmen; the stupendous quantities in which we buy to supply our piano stores; orders at times amounting to as much as trainloads, insure us factory discounts and handling prices, and our own exclusive plan of buying in smaller quantities and through the middle man, to whom they must pay a heavy commission, and a small profit. For we have an abundant capital of our own in our business and buy every one of our pianos direct from the maker. Add to this our policy of quick sales and many of them and small profits, and you have the reason why the Ellers piano is so popular and the reason why we are able to undersell every other concern.

Wholesale Prices Now

We are doing still better for piano buyers now. We are giving them the opportunity to secure wholesale prices on every one of our choice pianos—new pianos, provided, especially for our co-operative clubs. We are selling to retail buyers on the same terms as we sell to the wholesale purchaser. Every member of a co-operative club gets the same benefit. The Ellers piano has been purchased one hundred times.

Club "A"

Members of this club have only to pay \$5 down and complete purchase in weekly installments of \$1.50.

Club "B"

\$5 down and \$1.50 is all that is required of members of this club.

Club "C"

Make their purchase by paying \$12 and \$2 weekly.

Club "D"

Members pay \$20 down and \$2.50 a week.

Club "E"

Members pay \$25 down and make remainder of their purchase as suits them best, but all must be paid within two years.

Full factory guarantee with every instrument and our further agreement to refund money if the piano is found to be defective in any way to fulfill all we have claimed for it. Write us or see us for further particulars. Ellers Piano House, 361 Washington St., corner Park. The biggest, best and most reliable piano store on the Pacific Coast. Also stores in San Francisco, Sacramento, Stockton and Eureka, Cal.; Spokane and Seattle, Wash.

have had an increase of 25 per cent during the last seven years. In reply to Mr. Robbins, President Mitchell spoke for the miners. He said:

"A reduction in wages will benefit no one. The operators would not be benefited. They would have to give it to the railroads."

Referring to the differential and the run of mine bands demands, Mr. Mitchell said: "We are in earnest, and terribly in earnest about this. Outside of the Ohio and Pittsburgh districts, coal is now mined on the fair run-of-mine basis, and we have honest methods of weighing and paying for the product of a miner's labor."

POSES AS MAN TO JOIN LOVER.

Girl Tries to Join Army, but Examination Reveals Her Sex.

CHICAGO, Jan. 29.—Dressed in a suit of her brother's clothes, and with her long brown hair cut short and crammed into a man's wig, May Bonnell, 22 years old, of Terre Haute, Ind., has applied to the recruiting sergeant at Fort Sheridan to be mustered into Company I, which is ordered to join the Twentieth Regiment in the Philippines as soon as it is at full strength.

The girl broke down when informed that she must undergo the regular physical examination and confessed her sex. Heartbroken at the thought of separation from her sweetheart, Carl Pfaffman, who is a private in the company, she said she tried to enlist as a man in order to accompany him and share his danger.

J. P. MORGAN WILL RETIRE.

His Son Will Take His Place and He Will Go to England.

NEW YORK, Jan. 30.—Rumors of practical retirement from active business by J. P. Morgan, circulated and denied a day or two ago, when J. P. Morgan, Jr., arrived from London, are reiterated today by the American, which declares that Mr. Morgan, Sr., has determined to shift the burden of his great interests to his son and spend a large part of his time hereafter in England at Aldenham Abbey.

ELEVEN HELD UP THEIR HANDS

Kendrick Constable Was in Robbed
Saloon and Lost His Revolver.

KENDRICK, Idaho, Jan. 29.—Two men entered the Court saloon at 12 o'clock tonight and held up 11 men, securing \$40. Among the victims was a Constable, whom the robbers relieved of a revolver and an overcoat. The robbers were unmasked, and acted with startling boldness.

Defective Shot Causes Explosion.

PITTSBURG, Jan. 29.—Mine Inspector Cunningham is satisfied that the explosion at the Hawick mine was caused by a defective shot. In a room in the south entry a hole was found in the coal, showing that the tamping had been blown out and that the shot was ineffective. So far 100 bodies have been taken from the mine.

MINERS' DEMANDS VOTED DOWN

Proposal of the Operators to Reduce
Wages Meets a Like Fate.

INDIANAPOLIS, Jan. 29.—At the joint conference of the operators and miners today, the miners' demands were presented by President Mitchell, and a substitute from the operators demanding a decrease of 15 cents in the rate of pay was voted down. Both were voted down, and referred to the joint scale committee.

In opening the argument for the operators, Mr. Robbins said that the miners' attention to the fact that the miners' town districts, fattening upon the money of strangers, who are denied assistance on the Sabbath. We are not consulting our own selfishness in a matter of this kind, for with thousands of strangers invited here during the Exposition, we must perform give good to their conveniences and pleasures. The crowds that will visit Portland during that summer will have cosmopolitan tastes, and closed gates will make the city unsatisfactory. The presence of many delegates to conventions to be held here requires consideration.

Last of all, the financial question is important. It will require about as much money to keep the gates open on Sunday, though the exhibits might be closed, as it will require upon a week day. A large percentage of population within 150 to 200 miles of Portland is sure to come here from Saturday to Monday. These people's patronage means to us substantial help toward defraying the expenses of the maintenance of the Fair.

The directors are charged with the responsibility of working out success or failure for this Exposition from the means placed at their disposal. No one is expecting that the cost of the Fair shall yield profit, but it must pay expenses. Stripped of objectionable features or offensive displays, the people are entitled, they are entitled, to be at liberty to patronize the Fair.

If the disposition of the public has accurately been gauged in the preliminary work of the Fair, the directors are confident that the people feel a strong proprietary interest in the Fair and its outcome. Not a man, woman or child having a home other than in Portland but who wants the Fair to merit the greatest measure of success. The Exposition must depend for its financial and popular success upon the people of the immediate public, which is expected to attend not once but several times. If it be the will of the masses that this Exposition shall open on Sunday, then we should have open gates.

If sentiment for closing the Exposition on Sunday shall develop, the whole matter may be referred to the Legislative Assembly, which will meet in January, 1905, five months before the Exposition begins.

Respectfully submitted,

H. W. GOODE, Director-General.

Innocent Amusement a Good Thing.

"The Young Men's Christian Association has come to the conclusion that innocent amusement on Sunday afternoons is a good thing," remarked Mr. Fleischner. "They have held three meetings, and taking some time the subject is not a religious one—to attract people from the street to attend their meetings. The sentiment of church people in regard to the street is changing. Others may wish to go to church, but we are not to be placed on file. At the conclusion of this discussion, the ordinary detail of business was taken and adjourned. It was a meeting characterized and presented no feature worthy of special mention."

BURTON SURE OF ACQUITTAL.