

THE RUMELIN TRIAL

Manning and Howell Exchange Words During Latter's Examination.

WHY W. C. ELLIOTT QUIT

Says He Was Imposed Upon by the Politicians and Was Forced to Be Responsible for His Incompetent Deputies.

Judge Sears, three of the jurors who are hearing the evidence against C. E. Rumelin, who is on trial for having attempted to bribe ex-City Engineer W. C. Elliott, and the attorneys took a hand in interrogating the witnesses yesterday afternoon. The state concluded its case when George Scoggin, who was Elliott's deputy but finished his testimony. Throughout the trial of Thursday and all day yesterday C. E. S. Wood, attorney for the defense, procured the proceedings with his objections. There was a monotonous, "I object to the question as incompetent, irrelevant and not good testimony," but just as often, almost as the objections were made, would Judge Sears quietly repeat, "Same ruling."

Manning and Howell Wrangle.

"Mr. Howell, do you remember that when I had you in my office and after I had finished talking with you that I said that when I got through with you, that you ought to resign from the board?" "No, sir," replied the witness, "you never made any such remark. A man of your caliber could not make a remark of that kind to me. A man who would dismiss an indictment against Blazer could not talk to me that way."

Howell was in the midst of a hot retort, when Judge Sears put a stop to the controversy by declaring with a show of dignity that the witness was under the protection of the court. Mr. Manning quickly admonished Rumelin and engaged in conversation with him before the eyes of the jury, caused considerable comment among those who recognized him. Senator Fulton and Rumelin were in conversation for several minutes. It was broken up by District Attorney John Manning, who, on catching sight of Fulton stepped over to where he sat and shook hands with him. There was some whispered conversation between the District Attorney and the Senator. Shortly after this Senator Fulton rose and left the courtroom.

Executive Board Appears.

Several other members of the Executive Board who had been summoned to appear as witnesses for the defense were also absent. Deputy Haney suggested to Mr. Wood that he order bench warrants for the entire board, "if I do that," fired back the attorney for the defense, "if it is necessary."

DISTRICT ATTORNEY MANNING SPEAKING AT THE RUMELIN TRIAL

Q I will ask you to state to the jury in your own way what the conversation was between you and the defendant, Charles E. Rumelin, relative to a certain bid that was made by what was known as the Pacific Construction Company of Everett, Wash., by J. J. Maney, manager of the front-street bridge across Marquam creek. A. I do not remember the exact date as to when the bids were advertised, but I happened to meet with the defendant, Rumelin, when the bids were opened and they were referred to me. The bids were referred to the City Engineer. In fact, I took the bids as they handed them to me. I think on the 24th of June I took the bids down to the City Engineer's office. The next morning I began to work on them, comparing them, setting them ready to make a report on them. Mr. Rumelin called the morning. I think two or three different times; I am not sure. June about, I think, ten or twelve. Mr. Scoggin came the street. Mr. Rumelin, Mr. Scoggin came and as we walked down the street he asked me if I would not take a walk with that bid or if it was not a very low bid, I did not know what they had to say for their seal. Q The court—What bid? A The Maney bid. He asked me if there was not some way in which we could throw it out. I told him there was none, the reason there was nothing wrong with the bid. Q How many times did he call in your office to ask you if there wasn't some way in which you could knock this bid out? A Two or three times. Q What did he say to you each time he called relative to this bid? A He says: "Is there something wrong with it?" I said: "No, there was not."

the next bid; he would get me a share of the amount. Did he say anything to you about if you did not knock it out he would get someone else to do it? A He stated that the certificate of deposit was not a certified check; he could have it declared as such by certain parties. Q Who was that party? A He would have the City Attorney do that. And then what did you do? A I simply told him I would not do anything of that kind; I wasn't going to do it. When Attorney Wood took the witness in hand his cross-examination was in the line of impeachment. To the question asked by Mr. Wood as to what was the occasion of his (Elliott's) resigning from office, Elliott replied: "The principal reason was I got disgusted with the office. I thought something of resigning when I was in there three months. I felt I was being imposed upon by the politicians to a certain extent. I was having incompetent men forced upon me, and other things. I was being held responsible for their acts, when I had nothing to say about who they were, through the newspapers. I got thoroughly disgusted with the office."

Scoggin Supports Elliott.

George Scoggin followed Elliott on the stand. His testimony substantiated that given by his former chief. His examination by the state was brief, and when he was turned over to the attorney for the defense, Mr. Wood followed the same line of impeachment. Attorney Wood went over the details leading up to the exposure of the Tanner-Creek sewer. Scoggin admitted that he had been forced to resign along with his chief, Elliott, on the count of the action of the City Council. When Attorney Wood asked the witness if he "forced the names of Elliott, Chandler and Riner to the certificates of acceptance," Scoggin replied: "I did not force the names of anybody to the certificates. I signed the names of the City Engineer and the Surveyor, but I did not force them."

City Auditor a Witness.

City Auditor T. C. Devlin was the first witness called during the morning. Mr. Devlin explained the transactions of the board and how it came to let Maney off. He was subjected to a rigid examination by both sides, especially as to the fact that he had closed his office at 1 o'clock on the afternoon of June 25. Mr. Wood tried to prove that Mr. Devlin had closed an office at that hour. Rodney La Grange was also called. Both Mr. Devlin and La Grange testified that, as far as they knew, no one was approached by Rumelin in an effort to have Maney's bid set aside.

WILLIAMS ON EAST SIDE His Friends Say Mayor Is Gaining Strength There Constantly.

Mayor Williams' supporters think they will carry the East Side wards and say that there has been a manifest swing in his direction ever since the primaries were held, especially in the past week. They aver that the Tanner-Creek scandal has taken on a new aspect since the conviction of R. M. Riner, the contractor, which has put a different phase on the question on the East Side; also the fact that the Mayor has caused the sewer to be completed at the cost of the bondsmen.

Lineman Has Bad Fall.

Lewis Long, a lineman employed at the Exposition grounds, fell from a pole a distance of 15 feet to the ground yesterday afternoon and sustained painful injuries. He was immediately removed to the Good Samaritan Hospital, where an examination revealed that his left arm was badly crushed. It is not thought he sustained internal injuries, and there is nothing serious in his condition. He is a single man and has been employed by the General Electric Company but a short time.

ly remembered that he had a witness who wished to leave town, and he called him to the stand. He was Charles S. Biebler, a civil engineer from Tacoma. Mr. Biebler testified as an expert. He testified that he had made a bid on the front-street bridge, and that he had, since he had been brought to the city, made estimates of what it would cost to build the bridge. From these estimates, when he had compared them to those made by the Pacific Construction Company, of Everett, Wash., through J. J. Maney, he had figured that Maney would have lost money. Mr. Manning drew an admission from him that the charges for extras on the front-street bridge were exorbitant.

The cross-examination of Weber and George Howell seemed to throw some new light on the case. Howell admitted that he had voted for the return of the certificate of deposit to Maney and gave as his reason that he understood that the City & Suburban Railway Company, which held the franchise on Front street, and as they could use the First street bridge, they were willing to drop the front-street franchise and thereby save something like \$25,000, which was the assessment which the City & Suburban Company held the franchise over Front street and the Portland Railway company held the franchise over First street. This gave the company both franchises, and as they could use the First street bridge, they were willing to drop the front-street franchise and thereby save something like \$25,000, which was the assessment which the City & Suburban Company held the franchise over Front street and the Portland Railway company held the franchise over First street.

At the conclusion of Weber's testimony Attorney Wood called for witness J. R. Boise. Mr. Boise was not present. A telephone message had been received from Mr. Boise during the morning stating that he was confined to his bed. An attempt was made to have Mr. Boise's testimony taken Thursday evening, but the attorney for the defense refused to permit him to testify because what he would testify referred to the records of the board meetings. Mr. Wood had previously objected to the admission of the original proceedings of the board as evidence, demanding that certified copies be offered. For a while Attorney Wood seemed to have forgotten all this. Mr. Boise had explained to the court that the reason he wished to testify was because he was ill, and was almost at a point where it would be necessary for him to take to his bed. Mr. Wood was informed of Mr. Boise's condition in the morning, but this did not prevent him from requesting that a bench warrant be sworn out for Mr. Boise. Judge Sears objected to doing this. His Honor ordered his bailiff to telephone for Mr. Boise. Judge Sears answered the telephone, and when he returned he explained to the court that Mr. Boise was ill, and stepped over to where he sat and shook hands with him. There was some whispered conversation between the District Attorney and the Senator. Shortly after this Senator Fulton rose and left the courtroom.

ENJOINS THE POLICE

Orpheum Sells Liquor Without a License.

The Police Department of the City of Portland, its head and all its agents were served with an injunction at 10 o'clock last night, prohibiting interference with the Orpheum Theater for selling liquor without a license. The temporary injunction was issued by Judge Sears, and will be argued this afternoon. At 10 o'clock last night Deputy Sheriff Moreland entered the central police station and asked Captain Moore, in command of the first night relief, for Chief Hunt. He was told that the Chief was at his residence and had retired. Deputy Moreland then stated that he had a temporary injunction from the court of Judge Sears, restraining the Portland Police Department, and all its agents, from interfering with the Orpheum Theater for selling liquor without a license. In the absence of Chief Hunt, the injunction was served upon Captain Moore, his representative. It will also be served upon the Chief at an early hour this morning. The injunction is the direct result of the revocation of the Orpheum Theater license by the Council. The resolution revoking the license was signed by Mayor Williams yesterday and it immediately became operative. There were rumors afloat last evening to the effect that the police were to raid the Orpheum last night and make prisoners of the proprietors if any liquor was sold.

The proprietors of the theater secured the injunction. It was immediately served upon the department. Last night liquor was sold as usual, and policemen who would have caused arrests for the infringement of the law were forced to walk backward and forward before the theater while the glasses tinkled inside and the siren's wail, accompanied by the orchestra, came floating on the doors. Today the question will be argued before Judge Sears, and the fate of the Orpheum Theater decided. The question at issue is whether the Council had a right to revoke the license in the manner in which the action was taken. The Orpheum people contend that the li-

TICKETS FREE

To the Lewis and Clark Fair With Each Two-Dollar Installment Payment. Read Below of This Great Offer

SILK SHIRTWAIST SUITS FREE

While they last only, with each order for a gentleman's Suit. Read below in detail of this great offer: It takes time to take an order for a Man's Suit, shrink, cut and fit it. We say it takes time, so we have to make our 4th of July Sale in time to get out and deliver the goods in satisfactory shape. Hence we start it now. This is a clean-cut advertising proposition for business—and at the same time help some to the Lewis and Clark Fair, for the tickets we will give away free will run far into thousands, and many a lady or gent will go more often to the great show if they have a bunch of tickets stuck in their pocket—tickets that have not cost them one cent. THINK OF IT, PEOPLE! For each two dollars paid in installments you get one admission free to the Fair. This applies on all gentlemen's-to-order garments and all ladies' ready-to-wear garments. These are not books of tickets, but straight 50c admission tickets, and you can go to the Fair or sell the tickets, just as you like. No selections of persons to get these tickets; you get all tickets.

DETAIL STATEMENT OF Ladies' Silk Shirtwaist Suit Free With each cash order for a gentleman's suit we will give free, while they last, one ladies' Silk Shirtwaist Suit. This offer will close when we have exhausted our line of these popular garments, as there is such a great demand for these elegant, popular suits that the price of the silk suits has been advanced so much that we are unable to contract for any more at a price enabling us to give them free. So you can get them now while they last. We have about 160 silk suits to give free.

DETAIL STATEMENT OF TICKETS FREE With each two dollars paid on installment payments for gentlemen's made-to-order garments or ladies' ready-to-wear Suits, Coats, Skirts, etc., we will give one free admission ticket to the Lewis and Clark Fair. Cash orders in the gent's to-order department, without the Silk Shirtwaist Suit, or cash purchase in the ladies' department of ladies' Suits, Coats, Skirts, etc., will be figured on the same basis as installment-payment sales, and tickets given free. We skip none of you. No tickets will be given with purchases of five dollars or less.

distance of 15 feet to the ground yesterday afternoon and sustained painful injuries. He was immediately removed to the Good Samaritan Hospital, where an examination revealed that his left arm was badly crushed. It is not thought he sustained internal injuries, and there is nothing serious in his condition. He is a single man and has been employed by the General Electric Company but a short time.

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TRAVELER'S GUIDE

O.P.N. OREGON SHORT LINE

AND UNION PACIFIC 3 TRAINS TO THE EAST DAILY

Table with columns: UNION DEPOT, Leave, Arrive. Lists train schedules for various routes including Chicago-Portland, Spokane Flyer, and Atlantic Express.

EAST VIA SOUTH

Table with columns: Leave, Union Depot, Arrive. Lists schedules for the South-Western Railway, including routes to Portland and Sacramento.

COLUMBIA RIVER SCENERY

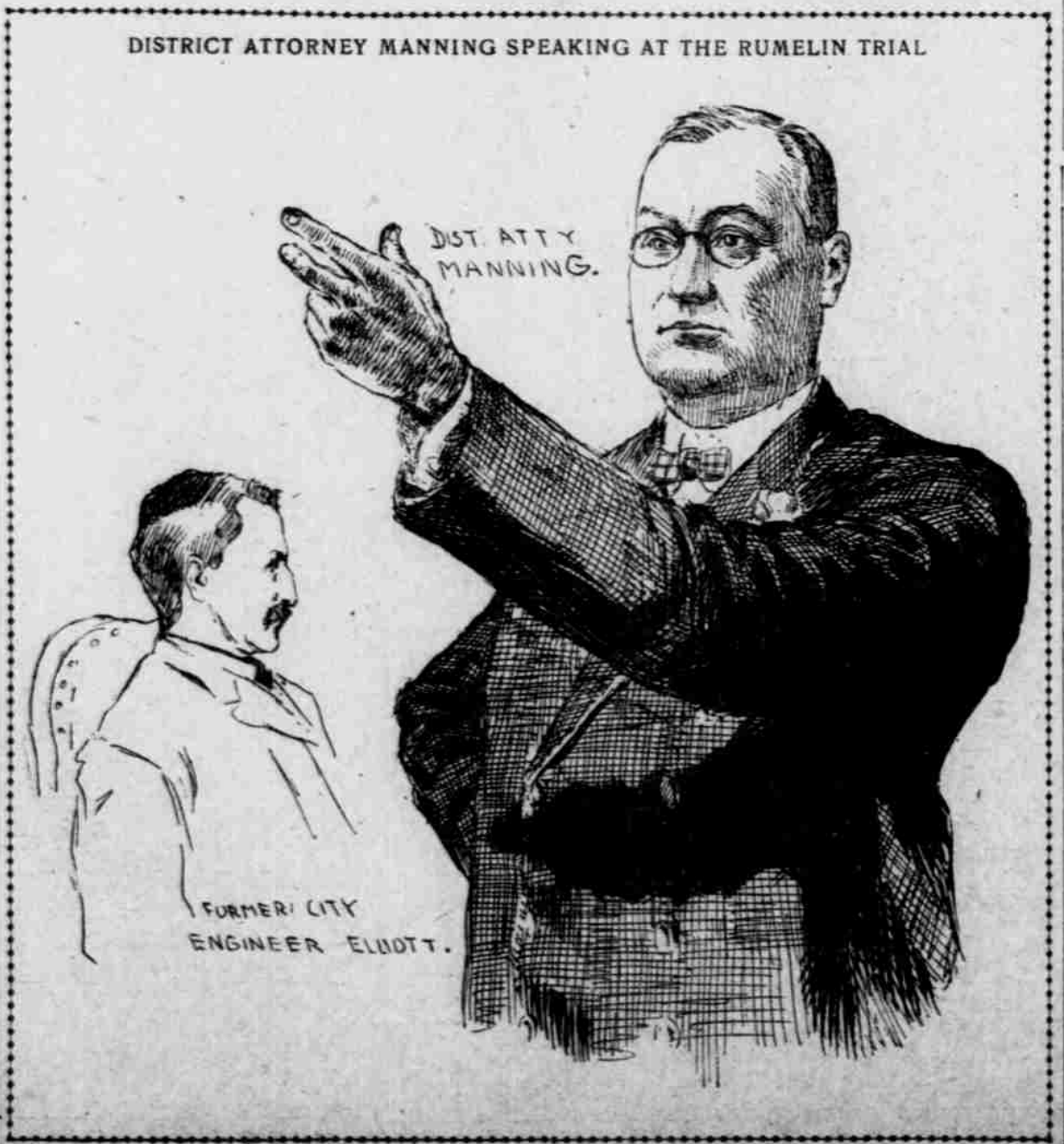
Regulator Line Steamers. Steamers leave Portland daily, except Sunday. Includes information about routes to the Dalles and various points on the Columbia River.

JAPAN-AMERICAN LINE

S. S. KANAGAWA MARU. For Japan, China and all Asiatic Ports, will leave Seattle about June 13.

ASTORIA & COLUMBIA RIVER RAILROAD CO.

Table with columns: Leaves, Union Depot, Arrives. Lists schedules for Astoria & Columbia River Railroad, including routes to Astoria and Clifton.



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