

THE THEORY OF THE DEFENSE

It Is Argued That Williamson and Co-Defendants Kept Within the Law.

H. S. WILSON'S ARGUMENT

He Holds That No Contracts Were Made and That Consequently There Were No Violations of the Statutes.

"Intent" is the one word around which the case of the defendants in the Williamson-Gesmer-Biggs trial, in the Federal Court, revolves, according to the argument made by H. S. Wilson, yesterday afternoon. There is, and will be, no controversy made over many of the facts proved by the prosecution. The defense admits much. There was no gain control of the range contiguous to the Williamson & Gesmer ranch. Mr. Williamson was in Prineville, on June 18, 1902, and it is probable that at the time he discussed the best way to protect the holdings of the firm from the inroads of the cattlemen. Dr. Gesmer did go to Biggs for advice, and Biggs did tell the doctor that he could lend money on timber claims, that he could take the grass in place of the interest, that he could accept a mortgage to protect himself; that he could tell, or intimate, what claims would be worth to him once patent was secured from the Government.

Within the Law, He Says. All this is admitted, but all this, together with the action upon the advice, was within the law. Dr. Gesmer did not make any contracts, nor did Williamson and Biggs ever counsel such a thing. Just the opposite was impressed upon the minds of the claimants, but the line drawn by the rulings of the department and by the decisions of the Supreme Court are so close between the observance of the law and its infraction that the untrained minds of the witnesses who have testified misunderstood the statements of Dr. Gesmer and of Mr. Biggs, and construed the intimation of value into a statement or promise to buy. This, in brief, is the plea being made by Mr. Wilson, but around it is woven other things. First, it is contended by Mr. Wilson that the witnesses for the Government have been coaxed and threatened by Mr. Henry, Mr. Burns or Mr. Neuhouser; that the fear of the grand jury has been held over their heads until they had been forced into telling stories to fit the contentions of the prosecution. Mr. Wilson called to mind the testimony of one witness that he had been given one day by Mr. Henry in which to change his testimony, at which time the District Attorney made the pregnant suggestion to him that "The grand jury will be in session."

Coercion, He Declares.

"It will not be two years," insisted Mr. Wilson, as he addressed the jury, "until you will begin to hear these witnesses tell of the coercion practiced in these cases and of the club that was held over their heads by the prosecution."

The speaker gave Mr. Henry the credit for being a great prosecutor and a persevering fighter. He said that the District Attorney had come to Prineville looking for a chance to prosecute, and after glancing over the ground, had gathered circumstances that appeared sufficient to him. "These," said Mr. Wilson, "Mr. Henry said to himself, 'I will call these bounds of various breeds around me, and I will go after the big fish.' And this has been done."

Line Is Vague.

"The line between the law and its infraction," said Mr. Wilson, "is so vague that it is hard to tell what a man may do honestly or what he may do legally. It is possible for a man who tries to do only what he may under the law to be misunderstood by the men he deals with, so that they may come into court at a later date and swear that they had an unlawful contract with him."

"In this case," Mr. Wilson argued, "many of the witnesses have been allowed to state what their intentions were at the time they died, and this will be used by the prosecution as tending to show that Gesmer entered into contracts with them for the sale of the lands. But it is not a fair inference."

Sending of Money.

Mr. Wilson stated it was admitted on all hands that Williamson and Gesmer knew they were sending money to the people with which to file upon timber claims; that they knew it would be to their benefit if they could get control of these lands for a few years. But it did not make any difference what motive the defendants might have had if they intended to keep within the law.

"It must be admitted," said Mr. Wilson, "that all of the defendants have untarnished reputations in the country from which they come. I trust that when you look at Harrison B. Biggs you will see in him an absolutely honest man. No matter what the result of this trial you can not take from Biggs or Williamson or Gesmer the confidence and the sympathy of their neighbors. Conviction would be worse than death to them, but it would rob them of the trust of their friends. Gesmer consulted a lawyer that he might keep within the law, and through the testimony you will see the witnesses have stated that they were advised they could make no contract. Gesmer followed the lines drawn by Biggs. It was better for him to keep within the law, for he could not bind the men by an illegal contract. Therefore it was best for him to retain

GUBERNATORIAL CANDIDATES

No. IX—Lionel R. Webster—By Harry Murphy, Artist and Biographer



JUDGE WEBSTER.

THE above open-faced piece of physiognomy is the property of Judge Lionel R. Webster, the latest candidate to be boosted into immortality by yours, truly. Mr. Webster is at present doing business in the judging line at the County Courthouse. His specialty is settling the affairs of defunct citizens and citizenesses, at which business he has been quite successful. Not a single dead man has, to date, entered the slightest objection to the manner in which his mundane affairs were disposed of.

Pays Henny Compliment.

Mr. Wilson then paid a compliment to Mr. Henry and the grand jury. "The District Attorney," he said, "holds that the presence of the grand jury was a good thing, that it forced the witnesses to tell the truth. We will admit if the jur's presence did this it would be a good thing, but if, as is the case, its presence as a club wielded by the District Attorney to intimidate the witnesses through fear of indictment to testify other than to the truth, then its presence is the biggest outrage ever perpetrated. We are a free people, and not to be driven by threats."

Mr. Henry filed the morning session of the court with the last half of his opening argument. He contended that the defendants were proceeding on a false theory of defense, owing to the fact that they had been confronted during the latter part of the trial by the testimony of C. E. Wood, which showed that they had been trying to oust Morrow and Keenan from the ranges, and had not entered into the scheme to gain control of the range from fear of the cattlemen. Mr. Henry followed the Government's case as outlined by the testimony offered during the trial, and made a very thorough and exhaustive exposition of his cause.

Slets Cases Set for Trial.

Judge Hunt yesterday rendered his decision upon the demurrers in the two cases of Willard H. Jones, Thaddeus Potter and Ira Wade, and Thaddeus Potter and Heeman Finch, at which time he denied the motions to quash and ordered the cases set down for trial.

Here With Bride From Cuba.

C. M. V. Henry van Kroonenburgh is a Portland visitor with the beautiful Spanish wife he wooed and won on a brief visit to Santiago de Cuba, less than a year ago. Van Kroonenburgh is a photographer who has produced views of a great many countries of the globe, and whose travels during the past two years have been confined to Central and South America and the United States. About a year ago he landed in Cuba after having spent almost a year in remote and picturesque

corners of the countries beyond Panama, where he met Rosaria Basucana, in whose dark eyes the tall German photographer saw the light of love and seven months ago they were married. Having sufficient of the necessary worldly wealth to afford travel and cultivation of his art, the German artist and his bride are enjoying a honeymoon eighteen long. Today they are making the Columbia River trip to The Dalles and intend making stops at that point and at Hood River.

TO INCORPORATE SUBURB

Fight Under Way This Week in Montavilla.

The fight for and against the incorporation of Montavilla is on for this the closing week before the matter comes before the County Court, October 2. Both sides will make a vigorous fight. William E. S. Wood, which showed that they had been trying to oust Morrow and Keenan from the ranges, and had not entered into the scheme to gain control of the range from fear of the cattlemen. Mr. Henry followed the Government's case as outlined by the testimony offered during the trial, and made a very thorough and exhaustive exposition of his cause.

MRS. PROTZMAN IS GUARDIAN

Wins in Contest With Mrs. Woodcock for Position.

Mrs. Kate Protzman, of Portland, won in the contest for the appointment of guardian of Mrs. Margaret Lyle, her foster mother, who is 82 years old. County Judge Walter deeded to appoint Mrs. Protzman instead of Mrs. M. S. Woodcock, a niece of Mrs. Lyle. Judge Webster after hearing the evidence on both sides, decided that Mrs. Protzman was best fitted for the position. Mrs. Lyle is a sister of the late John A. Crawford, of Albany, and has sued R. M. Crawford, also a brother, in the State Circuit Court in Lincoln County, to have set aside deeds executed by John A. Crawford to R. M. Crawford prior to his death, covering property valued at \$100,000. The whole estate is said to be worth \$150,000, and Mrs. Lyle wants her share, and Mrs. Protzman desires to continue the litigation as guardian to see that it is recovered. She says the others oppose her efforts. The contest will be fought to the end.

CLAREMONT TAVERN.

Is without doubt the finest roadway in the West. Old-fashioned Maryland chicken, with corn fritters and cream gravy is one of the many good things to be had. Running daily an automobile carrying twelve passengers will leave the Oregon Hotel, stopping at the Portland, Imperial and Perkins hotels, at 1, 4, 8 and 10 P. M., making a beautiful ride of 15 miles (round trip) for \$1. Launches may be had at Merritt's bathhouse, foot of Morrison street, which land at Claremont dock.

Gets Six Months in Prison.

J. Guttman, who attempted to rob Mrs. Tillie F. Moore, in the Government building at the Exposition, was sentenced yesterday morning by Judge Fraser to a term of six months in the penitentiary. Guttman was caught in the act of trying to

SEE WELLS-FARGO

Express Company Accused of Illegal Assessment.

BANK STOCKHOLDERS FILE

Declare That the Corporation When It Secured Control of the Bank Sought to "Freeze Them Out."

The suit of George H. Williams, H. C. Leonard and others, against Wells, Fargo & Co., to collect judgment, held against the Commercial National Bank, amounting to about \$20,000, was on trial yesterday before Judges Sears and Cleland. Wells, Fargo & Co. are held liable because this company purchased the assets of the Commercial National Bank. In October, 1907, the stockholders of the Commercial Bank were assessed for \$20 a share. George H. Williams, Henry Weinhard, George H. Durham, S. A. Durham, Perry G. Hinkley, Cleveland Rockwell and H. C. Leonard did not pay the assessment and then took legal action. They subsequently sued the Commercial National Bank to recover, alleging the assessment was not levied at a stockholders' meeting, and was illegal. The case was carried to the United States Superior Court by the plaintiffs. The value of the stock at the time it was sold was about \$30 a share, and this they are trying to secure from Wells, Fargo & Co.

Shares Bought by Wells, Fargo & Co.

In January, 1904, at the time of numerous bank failures, Wells, Fargo & Co. bought \$200,000 worth of the \$200,000 stock of the Commercial National Bank and afterwards caused the stock to be increased \$250,000, and took all the new stock. The transaction, Thomas O'Day Counsel for George H. Williams and others asserts was a mere matter of bookkeeping, and he called witnesses to show that the Commercial National Bank charged Wells, Fargo & Co. \$250,000 for its assets, and charged it off on the other side of the books as a dividend. The witnesses examined yesterday were Chester Col. J. McCracken, Ed. H. Cookingham, J. C. W. Welch, R. T. Platt, R. Lea Barnes, R. L. Durham and George H. Williams.

The evidence that John J. Valentine, of Wells, Fargo & Co., who was put in as president of the Commercial National Bank after Wells, Fargo & Co. bought it, was the net of \$50 share against the stock. R. L. Durham so testified.

Contention of Defense.

The defense wants to show that Wells, Fargo & Co. was not responsible for the assessment, and that it was made by the Commercial National Bank. Wells, Fargo & Co. did not take charge of the assets of the Commercial National Bank until July, 1908. John J. Valentine received a salary of \$500 a month as president of the Commercial National Bank. Mr. O'Day asked Mr. Platt if it was not true that Mr. Valentine was seldom there, and did little or nothing to earn the salary. Mr. Platt did not appear to know much about it.

The plaintiffs are trying to prove that Wells, Fargo & Co. ran the affairs of the Commercial National Bank completely from the time they bought \$100,000 worth of stock, and levied the assessment to freeze Williams and the others out.

HUSBAND'S CROSS COMPLAINT

Accuses Her of Breefing Another Man and of Cruelty.

"My dear do not worry, I will help you if you need money." Samuel Goldstein, a tailor asserts that his wife, Beale Goldstein, made these remarks in his presence to Harry Goldstein, an attorney, at the same time he was talking to the attorney in an affectionate manner, and then gave him money. Goldstein also states that his wife bought DeWitt's cream, and that she would rather go to Portland, and that Goldman, who is a married man, has associated with a woman of bad repute since he came here.

Mrs. Goldstein recently sued her husband for a divorce, charging him in her complaint with beating and abusing her, and she demands alimony and \$500 a year attorney's fees. Yesterday Goldstein filed an answer to the suit in which he told about his wife's conduct with Goldman, and also makes other allegations of character against her.

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Sherman Indians at Football.

The Sherman Indian school football schedule is just out. Two games are scheduled for Portland. The first game will be on November 15 against the Multnomah Club and the other will be November 21 with the Chemawa Indians as opponents. The rest of the schedule follows: October 16—Orange Athletic Club, at Riverdale; October 21—California, at Los Angeles; October 25—Stanford, at Los Angeles.

Sues Attorney to Recover Money.

Anna F. Hoover has filed suit in the State Circuit Court against W. R. McGarry, an attorney, to recover \$200, which she says he collected for her on a note and has not accounted for. The complaint recites that W. R. McGarry and his brother, T. F. McGarry, were practicing law in Grand Rapids, Mich., as partners, when Mrs. Hoover gave them a note for \$400 for collection. She alleges that she has received only \$200 of the amount, and demanding a fee of 10 per cent, is entitled to \$200.

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THE LAXATIVE OF KNOWN QUALITY. There are two classes of remedies: those of known quality and which are permanently beneficial in effect, acting gently, in harmony with nature, when nature needs assistance; and another class, composed of preparations of unknown, uncertain and inferior character, acting temporarily, but injuriously, as a result of forcing the natural functions unnecessarily. One of the most exceptional of the remedies of known quality and excellence is the ever pleasant Syrup of Figs, manufactured by the California Fig Syrup Co., which represents the active principles of plants, known to act most beneficially, in a pleasant syrup, in which the wholesome Californian blue figs are used to contribute their rich, yet delicate, fruity flavor. It is the remedy of all remedies to sweeten and refresh and cleanse the system gently and naturally, and to assist one in overcoming constipation and the many ills resulting therefrom. Its active principles and quality are known to physicians generally, and the remedy has therefore met with their approval, as well as with the favor of many millions of well informed persons who know of their own personal knowledge and from actual experience that it is a most excellent laxative remedy. We do not claim that it will cure all manner of ills, but recommend it for what it really represents, a laxative remedy of known quality and excellence, containing nothing of an objectionable or injurious character. There are two classes of purchasers: those who are informed as to the quality of what they buy and the reasons for the excellence of articles of exceptional merit, and who do not lack courage to go elsewhere when a dealer offers an imitation of any well known article; but, unfortunately, there are some people who do not know, and who allow themselves to be imposed upon. They cannot expect its beneficial effects if they do not get the genuine remedy. To the credit of the druggists of the United States be it said that nearly all of them value their reputation for professional integrity and the good will of their customers too highly to offer imitations of the

WILL BOOM NORTHWEST

Traveling Passenger Agents Greatly Pleased With Trip Here.

Tom Richardson of the Commercial Club returned yesterday from British Columbia, where he went in company with the traveling passenger agents, who were on their way home from the Portland convention. Mr. Richardson stayed with the party until it reached Banff, Alberta, and reports a most pleasant trip. Everywhere the railroad men stopped they were given lavish hospitality.

HOTEL PERKINS

Fifth and Washington Streets PORTLAND, OREGON

EUROPEAN PLAN

Rooms, \$1.00 to \$2.00 Per Day According to Location.

First-Class Check Restaurant Connected With Hotel.

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Gordon Hats \$3

5 Racks full of GORDON HATS wherever the best dressed men lunch or dine

\$100 REWARD

FOR ANY CASE OF DANDRUFF

Or Falling Hair That Hoffman's Hair Tonic Fails to Cure Effectively and Permanently

People have said that if we could get a hair grower we could have a fortune. Well, we have it—a Hair Grower which will grow hair—and we'll prove it to you if you'll permit us.

You'd give a hundred dollars to get your hair back, or to save what you have, wouldn't you?

And Hoffman's Hair Tonic Is Only \$1.00 a Bottle

For Sale by

The Woodward-Clarke Drug Co.

geles; November 11—University of Washington, at Seattle; November 12—Willamette University, at Salem, Or.; November 13—Multnomah Athletic Club, at Portland; November 14—Chemawa Indians, at Portland; November 15—U. S. C., at Los Angeles; Thanksgiving day—Pomona, a Los Angeles; December 3—St. Vincent's College, at Riverdale; December 10—Selma Athletic Club, at Selma; December 13—Haskell Indians, at Los Angeles; January 1—All Stars, at Los Angeles.

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