

CLOSING EVIDENCE
A PAGE ON MINARD

Government's Last Witnesses
in Land-Fraud Case Call
Reputation Bad.

DEFENDANT CHANGES VIEW

He Will Fight to End for Claims,
He Asserts, Though Chance Now
Seems Hopeless — Good
Faith is Maintained.

The Government closed its case yesterday against W. F. Minard, of Portland, and J. W. Logan and E. J. Sellers, of Tacoma, accused of fraudulent use of the mails in connection with their activities as "locators" of persons on timber claims within the Oregon & California Railroad land grant in Oregon. A slight amount of evidence in rebuttal may be adduced Monday, however, when the trial will be resumed in United States District Court before Judge Bean.

District Attorney Reames, before asking that court be adjourned, called F. G. Stewart, of Roseburg, Deputy Sheriff of Douglas County; J. M. Thorne, of Roseburg, cashier of the Umpqua Valley Bank, and Thomas J. Williams, Chief of Police of Roseburg, as character witnesses against Minard.

Reputation Called Bad.

Minard lived for many years in and near Roseburg, when Mr. Reames asked, "What is his reputation for truth and veracity, good or bad, in that community?" the three witnesses, who said they had known him for years, had only one unqualified answer.

"Bad," they said.

Claude Strahan, attorney for Minard, objected to this testimony before it was given, but Judge Bean ruled that it was competent, and Strahan asked that exceptions be saved.

When District Attorney Reames wanted to know why Minard had ever considered such a proposition for an instant, and Minard protested that he had never considered it, the witness testified that he had known him all his life.

Rebuttal Testimony Probable.

When District Attorney Reames said that he might have a small amount of rebuttal testimony presented Monday, Attorney Ryan, for Sellers, asked if there was anything further to present against his client.

"My home is in Seattle, I am separated from my library, and I would like to know, so as to make any possible preparation," he said.

"I do not know that we have any rebuttal to present as against Sellers," said Mr. Reames, "nor am I prepared to say what the rebuttal will be until I have time to go over the record of the case, which, as the court knows, is voluminous."

Minard's Appearance Improved.

Minard continued on cross-examination to be the picturesque figure that he had been when under the questioning of his own attorney, some of his answers being surprising in their wit and humor. His appearance had also improved from that which he presented in the early days of the trial, when he wore no collar and had a general air of being a "rough" fellow.

He wore a collar and a neat necktie. His gray hair had been trimmed, although his face still bore a stubby beard. His suit was of black, and on his waistcoat gleamed a massive gold watch chain.

Hands Used in Gestures.

His cane, over which he kept his hands folded while hearing the testimony, was held between his hands and stood against the side of the witness box, while he used both hands in rapid gestures, sometimes pointing his forefinger directly at the faces of the jurors or waving it emphatically at the District Attorney, to whom he referred by name frequently.

Under the stiffest kind of a cross-examination, although he could not afford to explain his actions to the satisfaction of Mr. Reames, as implied in the quick follow-up of his answers, Minard stoutly maintained his intent to act in good faith from the beginning to the end of his career as a "locator."

Circular is Handed to Him.

"Timber Land, Your Opportunity, If You Will," was the title of the circular which the government was using to show that statement was in there; in fact I didn't pay much attention to it. I always said that the chance was one in three that they would get the land.

"I didn't know that statement was in there; in fact I didn't pay much attention to it. I always said that the chance was one in three that they would get the land."

Option About Changed, He Says.

"I got to thinking about it since last night," said Minard, "thinking of what Judge Penton told me, and what he said on the stand about the provision of the grant that the company should sell the land at \$2.50 an acre not being enforceable because it had no penalty clause, and I have about made up my mind that you can't make the railroad company cough up the land."

He straightened up in his seat, and, without solicitation, his voice ringing out over the courtroom, added excitedly:

"And, Mr. Reames, I have made up my mind that the only thing to do is to fight 'em plumb to the end, and that's what I'm going to do."

This passage followed Mr. Reames' persistent questioning as to people who had "located" the timber land, and to whom he had guaranteed their money back if they did not get the land.

One Refund Guaranteed.

"Didn't you guarantee money back if they did not get title?" asked Mr. Reames.

"No," said Minard, "except in one instance, Ella C. Higgins."

"But here is a receipt to Miss R. G. Cavanaugh, guaranteeing her money back," said Mr. Reames.

"Well, she was one of that same crowd," said Minard. "The business all came through Miss Higgins."

"Have you paid the money back yet?"

"No, the suit is not settled yet, and I promised to give them whatever was left after their suit had been prosecuted."

"Yes, but this receipt says nothing of a suit. It says they will get their money back if they don't get the land," said Mr. Reames.

Minard protested that it had been his understanding with Miss Higgins that

the amount refunded should be whatever was left after necessary litigation. "Promises Made to You." "To how many did you promise their money back?" "A bunch." "Can you name the other nine?" "Yes, sir." "And how much they put up?" "Not just the amount, but I can name the nine."

"All right," said Mr. Reames, "so ahead."

Minard reached into an inside pocket, drew forth some papers, fumbled with them a moment or two, unfolded one and read the names of nine persons.

"Where do they live?" demanded Mr. Reames.

"I have their addresses on a list," answered Minard, smiling.

"Do you know how much they paid?" "I have it on a separate list."

Repayment is Promised.

"Are you willing to repay these people?" asked Strahan.

"Yes," said Minard, "what is left after the expense of prosecution is paid."

He added that a man named Wilson told him 10 applications; that he had never told Wilson to make such an inducement; that Miss Higgins came to him, and that he made good on her promise to give her.

Referring to a man named Chapman, who had sent "locations" to him for filing, Minard said he had learned of his character from a clipping from the Oregonian, and that after that he did no business with him. The clipping, he said, characterized Chapman as the lawbreaker of the Pacific Coast. He asked a policeman about him, and was told that the police, when Chapman was in town, refused to let him go north of Burnside street, because his specialty was to meet people coming on the trains and work a bunco game on them.

Alleged Bunco Game Described.

Questioned by Mr. Torrey, Minard said Chapman had tried to work a "bunco game" on him, and nearly every one in the courtroom smiled when he told of the incident.

"Chapman said he had a scheme that beat this location business all to pieces," said Minard. "He said he was a member of a commercial club, and he had a bank roll of sometimes as much as \$3000. The old man, he said, went fishing and would leave a boy in charge, who didn't know how to open a check, but he could show me a way to clean up the whole thing. It sounded pretty tolebric fishy to me, and I would have nothing to do with it."

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ASSETS IN EXCESS
Clafin Temporary Receivers
Make Tentative Estimate.

SOME CONTINGENCIES LEFT
Value of Large Claims Held by Parent Company Declared to Depend on Fate of Twenty-Six Minor Store Companies.

NEW YORK, July 24.—The temporary receivers for the H. B. Clafin Company, dry goods merchants, declared today in a preliminary report that the total assets of the bankrupt firm, exclusive of notes undischarged, were \$52,876.54, and total liabilities, exclusive of notes undischarged, were \$44,842.53. The report shows an excess of assets over liabilities of \$8,034.01.

The report points out that the figures given are not to be considered as perfectly accurate.

Certain Claims Contingent.

"Certain items of large importance," the report asserts, "consist of claims of the H. B. Clafin Company against some 26 various companies operating stores in different parts of the country and scattered over a wide area. The value of these claims is affected, independently of any other considerations, by the circumstance that almost all of the companies are in the hands of the receivers and that it is uncertain whether they will be continued in business or are to be liquidated."

"Their affairs have under examination and their assets under appraisal," the report continues, "but such data is not yet obtained. Until such data is received no fair estimate of the value of those claims can be made. At that point, however, in liquidation, can be given. The value of the stock interests in those companies is also affected by the same conditions."

Vote of Creditors Postponed.

More than 2000 creditors were present at the meeting. After the report of the receivers was presented, Special Master Hoyt explained that by order of the United States District Court a vote of the creditors should be taken to determine whether the H. B. Clafin Company should be continued. Bailiffs were distributed. At that point, however, the meeting adjourned, after voting power to the special master to call the creditors together again after they had been notified by mail.

Clafin and Puget Sound Railroad has asked and obtained from the Public Service Commission permission to haul water to the town free while the drought lasts.

HEILIG BROADWAY AT TAYLOR
Last Time Today—Tonight, Continuous, 12:30 (Noon) to 10:30 P. M. MOTION PICTURE—REX BEACH'S STORY
"THE SPOILERS"
12:30 to 6:30 P. M., 10c and 20c. 6:30 to 10:30 P. M., 70c and 90c.

7 DAYS BEGINS TOMORROW CONTINUOUS 12 (NOON) 10:30 P. M.
DAVID BELASCO
PRESENTS BELASCO
SENSATIONAL MOTION PICTURE
"THE STRANGLERS OF PARIS"
A Gripping Story of the Parisian Underworld.
POPULAR PRICES 10c AND 20c
Three Shows Daily, 2:30, 7:30, 9:15.

WHERE EVERYBODY GOES
WILLIAM LAMPE & CO.
JOLIE DRESSING HATINEE DAILY 2:30
PEARL AND IRENE SANDS DAY 6-MALLER DRESSING—10c
TOILET WATERS

THE OAKS
Portland's Great Amusement Park.
Complete Change of Programme.
La Belle Clark, equestrienne.
Hazel Lee, acrobat.
Ponies, dogs, monkeys.
Motion picture, "The Queen of Crowds."
A special feature, "See yourself and your friends."
Admission at 2:30 and 8:30.
Vanderbilt at 4 and 10 P. M.
Call at First and Third streets, covered Amphitheatre.
ALL PERFORMANCES FREE.
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H. M. Wade & Co., 327-28 Hawthorne ave.
ARCHITECTURAL WIRE & IRON WORKS.
Portland Wire and Iron Works, 24 and Columbia.
AUTO AND BUGGY TOPS.
DUBREUILLE BROS., 4th and Oak st.
AUTOMOBILE SUPPLIES.
BALLOU & WILSON, 4th and Oak st.
AWNINGS, TENTS AND SAILS.
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