BOODLE IN THE CONCRETE WORK

Hoffman Bros. Sue Bowles and Heusner for Money Alleged to Be Due.

TOOK SUB-CONTRACT OFF DEFENDANT'S HANDS

Thatcher and Ainsworth Say Never Paid Rumelin Cent for Influence.

From the tangle of reported manipulation and scheming in connection with city contracts, one fact, according to a complaint filed today by Hoffman Brothers by their attorneys, Brodie & Merges—that J. R. Bowles and George F. Heusner built the Marquam gulch Front street viaduct. The complaint is in a suit at law for the recovery of $4,500 for work by Hoffman Brothers, 2,982 yards of excavation, 1,386.74 yards of concrete, false work, filling and foundation work, amounting to about $13,800, and leaving a balance alleged to be unpaid of $4,500.

In this case the Hoffmans are suing Bowles and Heusner individually. Some time ago they sued Bowles, Heusner, the Pacific Construction company of Washington and John Doe and Richard Roe, entering the equity court with their cause. There it was shown that Bowles and Heusner were solvent; therefore the Hoffmans now are going to them as individuals and asking pay for work done for them.

The suit is based on the alleged discovery that Bowles and Heusner themselves built the Marquam gulch viaduct, and that the mystery heretofore attaching to the deal may be cleared to that extent.

No Reference to Irregularities.

This suit, unlike the equity case, makes no reference to alleged irregularities on letting the contract, or in its manipulation by city officials, but purposely eliminates all such matter, the plaintiffs merely desiring to get money claimed by them to be due.

In the event the ground of the Hoffmans be tenable, then wrongful practices in connection with the Marquam Gulch bridge, if such should be proven in the investigation now in progress, will be laid at the door of Bowles and Heusner.

It has been apparent that there were questionable features of the Marquam Gulch viaduct transaction. The city was charged at an enormous rate for the concrete work, enough to enable Bowles & Heusner to sublet it at a living price and still make a large profit without doing any of the work.

It was in conection with this contract that the claim was made that theoretical yardage was to be allowed, and that such yardage had customarily been allowed in most city contracts for years past. Were it proved that theoretical yardage in place of actually measured yardage has been paid for by the city on the basis of a graft, this would be one of the most important facts yet ascertained, for it would account for thousands of dollars of tax money wasted.

In connection with the general investigation by the district attorney, the absence of Mr. Manning at the seacoast has put a stop to active work.

Strong denial is entered by J. H. Thatcher, manager of the Pacific States Telephone company, and by John C. Ainsworth, president of the United States National bank and one of the officials of the telephone company, that there is any truth in the allegations that money was paid to C. E. Rumelin or any other councilman or officials to influence their votes on franchises asked for by new companies. Mr. Thatcher said:

"I wish to stamp as a tissue of lies the statements that have been made. There is not a vestige of truth in them. This company through me or anyone else has never paid one dollar to any person for an improper purpose, and does not intend to pay out any such money. The story is absurd on its face and should not be heeded by sensible persons."

Mr. Ainsworth reiterated Mr. Thatcher's statements with equal force.

Mr. Rumelin and His Bank.

One fact has been disclosed by the present agitation — that Councilman Rumelin has reaped a rich harvest from the employes of the city and county in lending money at high rates of interest, and the intimation is given that he has used his influence to partially compel employes to do business with his banking house. Certain men working in city departments have said that they were given to understand that their situations would be more secure were they to carry accounts with Ashley & Rumelin, bankers.

Records at the city hall show that in the month of March the firm of Ashley & Rumelin, brokers, purchased warrants from city employes aggregating $11,940.80. At 5 per cent, which is the usual rate of interest charged by the brokers, their profits from the city employes alone amounted to $617.20.

The amounts of the warrants purchased from the employes in the different departments were as follows: Police, $1,687; fire, $4,800.40; street cleaning, $1,874.10; water, $1,911.65; city engineer, 850.55; city hall janitor, $120; city park, $24; board of health, $383.10; pound, $140; building inspector, $150.

Out of a total of 92 employes in the police department, they purchased the warrants of 26; out of a total of 165 employes in the fire department, they discounted 76 warrants, and out of 113 employes in the water department, they purchased 33. In the engineer's department they discounted 24 warrants; pound department, 3; health department, 6; janitors, 2; city park, 1; building inspector, 1.

C. E. Rumelin does all the work connected with the cashing of the warrants. Instead of signing the firm name, he receipts the warrants in the name of M. A. M. Ashley, his partner. To anybody not familiar with the signature, it would be impossible to make it out.

EFFORT TO IMPEACH WAKEFIELD'S STORY

Swore Agreement With Bridges Was Made After Contract for Dock Was Let.

IN SEATTLE TESTIFIED BRIDGES WAS PARTNER

Contractors Tell of Meetings at Restaurant to Get Them to Withdraw.

After Robert Wakefield had told his story of the partnership which he had entered into with J. B. Bridges for the building of the Port of Portland drydock, the attorneys for Bridges attempted to impeach his testimony in the circuit court this morning. On direct examination Wakefield said the contract with Bridges was made before the contract for the construction of the dock had been awarded to him. In answer to a question by Judge J. C. Moreland on cross-examination, he repeated this statement.

"In another case," said Judge Moreland, "you swore that the agreement was entered into after the contract had been let," and the attorney introduced a paper from the civil suit of Bridges against Wakefield to prove this. He read the paper, and then offered it in evidence as the sworn statement of Wakefield that the partnership agreement was made after the contract was obtained.

In reply to questions, Wakefield stuck to the statement he made on direct examination, and said that after he had secured the contract he agreed with Bridges as to the management of the construction work and other details. But the partnership agreement had been made in 1902, and the only condition attached to it was that Wakefield should secure the contract. No writing had ever passed between them. Bridges had asked that the agreement be reduced to writing, but Wakefield refused to grant his request.

Knew Some Law.

"I told him," said Wakefield, "that a written agreement would have to be based on the facts. I had never taken legal advice about the matter, but I knew enough about law to know that if Bridges were a bidder the agreement would be illegal."

"Didn't you furnish Berry with boys in his office?"

"Yes, and they ran their legs off while Bridges was sitting at his ease in Vancouver."

The defense tried to show that in 1903, Wakefield had given testimony in a case in Seattle in which Bridges was interested to the effect that Bridges was his partner in the construction of the dock. Wakefield denied that he had said that Bridges was his exclusive partner. He had gone to Seattle at his own expense to help Bridges out. He did not remember the nature of his testimony.

"Don't ask me any question, because I cannot answer them," he said. "I went over there to help Mr. Bridges in his case for the guardianship of his grandson. The boy was heir to about $7,000 insurance money. If there is any glory in that you can have it."

"There is little glory in this case," said Judge Moreland. "I am not proud of it."

"Nor I either," said Wakefield.

Wakefield said that he had testified that Bridges was a partner in the building of the dock, so that the Seattle court could see that Bridges had a standing in Portland as a business man when the application for the guardianship of the boy was heard.

Attorney J. C. Flanders testified that Bridges had borne a part of the expense of the suit begun by the Federal Trades council against the Port of Portland after the contract for the building of the dock had been let.

A. C. U. Berry, bookkeeper for Bridges, testified that $250 in gold had been paid to George B. Thomas, a member of the Port of Portland commission, on March 8, 1904. The money was paid at the office of Bridges.

Thomas, when on the stand, said the money had been received by him as a loan. He had offered Bridges his note for the amount, but Bridges told him that it was not necessary, as they were old friends.

J. E. Bennett, Joseph Paquet and Sidney Smyth, contractors, testified that two meetings had been held at the Quelle saloon before the contract had been awarded, but arrangements were not completed then for the withdrawal of contractors from the bidding contest.

WOMAN IN COURT WITH HER LITTLE CHILD

Mrs. Lillian Peterson was arrested last evening on a charge of larceny by Nathan Boody, floor manager for Roberts Bros., Third and Morrison streets. He claims to have detected her stealing a pair of baby's shoes and two little dresses.

In the police this afternoon Mrs. Peterson, who lives at The Dalles, and is said to be a hard-working woman, pleaded not guilty. She was represented by Attorney Oglesby Young, who has known her and her relatives for years. Judge Hogue allowed her to go on $50 cash bail being deposited with the clerk of the court.

Her hearing will take place Tuesday morning. She had her 6-year-old girl with her when taken to the city prison.

HOGUE WILL HEAR VAUGHN'S CASE

Says Only Interest in Contempt Hearing Is to Gain Facts.

REFUSES TO ALLOW THE CHANGE OF VENUE ASKED

Lengthy and Technical Decision Which Is Essence of Great Authorities.

In a written opinion comprising six and one half typewritten pages Police Judge Hogue this morning denied a change of venue in the case of Attorney W. T. Vaughn, charged with contempt of court on the alleged ground that he endeavored to have Edmund Giess and his wife testify falsely at a hearing. Vaughn must stand trial, therefore, at 10 o'clock Monday. Dealing with the subject of bias or interest, the judge uses the following language:

"The 'interest' on the part of a judge, which is the basis of a change of venue provided by statute, is an actual interest, financial or otherwise, in the event of the cause or proceeding. The affidavit of the defendant states that he is informed and believes that the judge of this court is personally interested in the result of this proceeding, and has so expressed himself. I know of no interest that I have in this matter other than the interest that I have in every case—the ascertaining of the facts, applying the law thereto, and administering justice upon the basis of such facts and law. Such an interest is not an interest within the meaning of statutes authorizing change of venue.

"It is true, as the affidavit states, that the judge of this court dictated and caused to be made the original affidavit upon which this proceeding is based, and that the affiant named in said original affidavit did not (at least solely) at his own instance or desire make or sign said affidavit, but it is not true that he signed the same under the fear of being imprisoned or any other fear of compulsion."

"For the reasons above stated, the motion for a change of venue will be denied.

Judge Hogue admits one of the grounds of the demurrer interposed by Attorneys T. G. Greene and Oglesby Young, that there is a defect of parties because the proceedings were not brought in the name of the state, to be well taken. He holds, however, that such a defect is not fatal, and that in accordance with statutory provision the court may at any time before the trial allow any pleading to be amended. He therefore orders that the title of the case be changed from "In the matter of the proceeding against W. T. Vaughn for contempt of court" to "State of Oregon, plaintiff, vs. W. T. Vaughn, defendant."

Prior to the reading of the opinion from the bench Attorney Young presented another affidavit subscribed to by himself, in which he affirms his belief that on account of certain incidents occurring in the proceedings Judge Hogue cannot give the defendant a fair trial. Attorney Greene presented an affidavit signed by himself, in which he draws attention to the refusal of the court to sign an order for the taking of Attorney Schnabel's testimony before a notary public.

WILLIAMS AND LAUTH MUST SUFFER DEATH

(Special Dispatch to The Journal.)

Salem, Ore., April 29.—The supreme court yesterday ordained that Norman Williams and Geo. W. Lauth must suffer the death penalty. The former for the murder of Miss Alma Neabitt and her mother near Hood river in March, 1900, and the latter for the murder of his parmour, Mrs. Lenora B. Jones, in Oregon City, in September, 1904.

The appeal in the case of Williams was based on the grounds, that as the bodies had not been produced, the prosecution had not proven that the women were dead. The court through an opinion by Justice Bean holds that it is not necessary to produce the bodies to establish the fact of murder and that enough evidence had been produced in this case to establish the fact. Therefore the decision of the lower court was affirmed.

The grounds upon which Lauth's counsel based their appeal were that the trial court erred in stating in the presence of the jury that jealousy or frenzy caused by jealousy was no defense upon the plea of insanity and that error was committed in permitting John Page to serve as juror because he was disqualified to act as such. The rulings of Judge T. A. McBride in the trial court on both these points was upheld by the supreme court. The opinion was given by Chief Justice Wolverton.

Lauth is now confined in the penitentiary and will be executed there, but as the crime for which Williams must hang was committed before the law providing for the execution of criminals at the state penitentiary was passed he will be hung at the Dalles.

WALL STREET SYNDICATE BACKS SEATTLE VENTURE

(Special Dispatch to The Journal.)

Seattle, April 29.—When Charles H. Baker, of Seattle, formerly president of the Snoqualmie Power company, announced a few weeks ago that he had secured a contract with the Chinese government to construct several hundred miles of electric railroad he gave no intimation who was behind the scheme. It now developes, on undisputable authority, that a Wall street syndicate backed by August Belmont, William Barclay Parsons, late chief engineer of the New York subway and Captain Stewart Brice, son of the late United States senator Calvin Brice, of the International Banking company, which handles the Chinese indemnity, is attending to the financial end, and that Mr. Baker, himself a multi-millionaire, owns a large block of the stock of the company.

The scheme before being presented to the Chinese government had the endorsement of the Chinese minister at Washington but not until he had been officially informed of the backing and satisfied that the syndicate had sufficient funds to carry the project through.

MARK ALASKAN BOUNDARY.

(Journal Special Service.)

Washington, D. C., April 29.—Arrangements have been made by the coast and geodetic survey to mark the new boundary line between Alaska and the Dominion of Canada, which was determined by the commission which sat in London 18 months ago. A party of scientists will leave here next Monday for Vancouver, where they will be joined by Canadian engineers.

TO IRRIGATE LAND IN CROOK COUNTY

Project Under Way to Water Forty Thousand Acres of Most Productive Soil.

PRINEVILLE MEN IN NEW RECLAMATION ENTERPRISE

Success of Proposition Depends Upon Consent of Portland Company to Sell Lands.

Prineville, Or., April 29.—Forty thousand acres of the most productive land in Crook county, lying in the immediate vicinity of this city, will soon be in process of reclamation if the resolutions adopted by the Business league here, asking the Willamette Valley and Cascade Mountain Wagon Road company to agree to dispose of its holdings embraced within the tract, are acted upon favorably by the company's Portland representative, C. E. S. Wood. The committee which left here yesterday, and with whom he is now in conference, consists of Sheriff Smith, T. M. Baldwin of the First National bank, and Thomas Sharp, Jr., and it is believed that through Mr. Wood's influence the road company will sanction the project, which is conceded to be without an equal, so far as productiveness of soil is concerned, east of the Cascades.

The land which it is proposed to irrigate, and which will prove to be one of the greatest drawing cards for railroad construction into this section, lies in a compact body through the open valley regions of several streams in this vicinity and extends from a point a few miles east of Prineville to the base of Grizzly butte, about 12 miles to the westward. The fact that the road company owns a considerable part of the land within the proposed irrigation district has heretofore been an insurmountable obstacle standing in the way of successful reclamation of the most fertile valley in the county. The company controls every other section in the entire tract, and has refused up to the present time to dispose of any of its land, much to the detriment of the entire country. But it is believed now, with other irrigation enterprises being brought to a successful close on all sides, that the road company will see the benefits to be derived and will release the lands referred to in the resolutions.

At the meeting of the business league in this city the first of the week, plans of the engineers, who have been over the ground, were submitted and approved. These surveys and estimates of the project include the building of several reservoirs some little distance east of the city into which shall be diverted the waters of the Ochoco, Marks and Mill creeks during the winter months when the streams are unappropriated by ranchers for irrigation purposes. From the reservoirs the water will be diverted into canal lines constructed along the base of neighboring ridges at such a height that the thousands of acres lying in the valley below can be fully covered.

The district itself, which it is proposed to irrigate, is one in which deep soil abounds, devoid of rocks or other hindrances to successful irrigation, and is a region through which numerous alfalfa and fruit ranches are already scattered. Owing to the large holdings of the Road company, these cultivated tracts are surrounded by section after section of untilled acres, but the fertility of the soil has been fully demonstrated and rich returns come yearly to those who are fortunate enough to own farms in this immense region. Three crops of alfalfa are cut annually and fruits and vegetables are grown in abundance. With the remaining uncultivated acres reclaimed, it is estimated that the population in this district will be increased into the thousands, besides giving an enormous surplus of hay, grain and other products which can readily be raised.

The meeting of the business league was attended by W. E. Guerin, Jr., of the Deschutes Irrigation and Power company, who was one of the first to propose to the league that it take up the matter of reclaiming the district in question. He assured the league that in the event of favorable action on the part of the Road company he was in a position to interest eastern capital to take hold of the project and bring it to an early and successful termination. Inasmuch as he is interested in the reclamation of nearly 300,000 acres of land lying between Prineville and Bend, and is one of the capitalists whose money is engaged in that undertaking, his offer was accepted and the following resolutions directed to the Road company adopted:

"Whereas, There is now lying and situate in townships 13, 14 and 15 south, in range 15, 16 and 17 east of the Willamette meridian in Crook county, Oregon, and in the immediate vicinity of the city of Prineville, about 40,000 acres of arid, arable, semi-desert land, nearly half of which is owned and held by the Willamette Valley & Cascade Mountain Wagon Road company, which said lands are now almost wholly uncultivated and unsettled by reason of want of proper irrigation facilities and the policy of said company in withholding their lands from sale,

"Whereas, The irrigation, reclamation and settlement of said company lands, as well as the public and patented lands lying contiguous thereto in the even numbered sections, is entirely feasible and practical at a comparatively moderate expense, from the waters of Ochoco and McKay creeks, and

"Whereas, Said lands comprise a low, almost level plain, are naturally very fertile, contain all the elements of the most productive soil, and with irrigation can be made to produce abundant and valuable crops of hay, grain, fruit and all the hardy vegetable products, and can be made to sustain hundreds of families of actual settlers if reclaimed and opened to purchase and settlement by settlers in tracts of from 80 to 160 acres each, and

"Whereas, There are vast and ample quantities of unappropriated water flowing annually down the said Ochoco and McKay creeks during the flood seasons, which if properly conserved can be conducted to and upon the entire area of said lands in sufficient quantities to properly irrigate the same, and

"Whereas, The unsettled and uncultivated condition of this large and rich valley for want of irrigation facilities and the policy of said company in withholding said lands from sale to actual settlers has greatly retarded the growth and development of this section of central Oregon, and

"Whereas, The Hon. W. E. Guerin, Jr., has personally appeared before this league and confidently expressed his belief in being able to interest eastern capital in undertaking to irrigate and reclaim these lands if reasonable concessions and inducements can be secured; therefore be it

"Resolved, By the Citizens' Business league of Prineville, Oregon, expressing the undivided sentiment of the residents and property-owners of this section of central Oregon, that the Willamette Valley & Cascade Mountain Wagon Road company be, and is hereby respectfully petitioned to confer with the eastern capitalists represented by Mr. Guerin, or such other persons or corporations as it may see fit, looking toward the immediate reclamation, irrigation, settlement and sale of the lands mentioned herein, and to take such early action consistent with the spirit of these resolutions as may seem to said company opportune and proper to carry out the object of these resolutions.

"Resolved, That these resolutions as adopted be presented to the representatives of the Willamette Valley & Cascade Mountain Wagon Road company at Portland, Oregon, by a committee to be appointed by this league, who shall respectfully ask early consideration thereof."

It is expected that the committee which left here yesterday will have completed its work this week, and that the league will receive its report inside of a few days. Should the latter prove favorable, as indications now point, there is no question but that one of the finest irrigation projects in the west will soon be in readiness to add materially both to the wealth and population of the state.

MRS. STONE GETS MONEY.

J. M. Woodworth, clerk of the local camp, Woodmen of the World, was notified today that the claim of Mrs. E. A. Stone of this city had been allowed by the head camp now in session in Los Angeles. The claim is for $1,000 on a policy carried in the order by E. A. Stone, who died in San Francisco, October 5, 1903. It was said that the assessment had not been paid at the time of his death, and the amount was not paid. The matter was brought before the attention of the head camp now in session and the claim was allowed in full.

BARBER RECOVERING.

George Barber of 932 Thurman street was beaten into insensibility with a loaded club in the notorious Badger saloon, conducted by W. H. Wilson, at Fourth and Davis streets last night. Wilson was arrested on a charge of assault with a deadly weapon and released on $500 cash bail, as the latest report from the hospital were that Barber, who is about 55 years old, has a fair chance of recovery. His skull was fractured.

"We will be what we will to be," says Ella Wheeler Wilcox. Now suppose she should will to be a boy?

PROMINENT PEOPLE HURT IN WRECK

Special Train Bearing Robert C. Ogden and Party in Disastrous Smashup.

(Journal Special Service.)

Greenville, S. C., April 29.—A special train bearing Robert C. Ogden and a party of prominent New Yorkers was wrecked near here today and five of the train crew killed. The dead are Charles N. Coop, flagman; W. W. Canning, cook; J. Little, W. Cummings and J. F. Hayne, negroes employed in the dining car.

Several of the party were injured among them being Professor Henry Farnum, of Yale, Dr. St. Clair McKelway, editor of the Brooklyn Eagle, Bishop W. N. McVikar, of Rhode Island, Mrs. J. G. Throp, daughter of Henry W. Longfellow and Robert M. Ogden, secretary to Robert C. Ogden.

The train was composed of ten cars, four of which were burned. Some of the injured were pinned under the wreck and could not be released before the flames consumed them. W. W. Canning, the cook, was thus caught and burned to death without those who escaped being able to rescue him.

The train left Columbia this morning for Greenville where the party were to be received by the mayor and were to inspect the cotton mills in which Mr. Ogden is interested.

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