

There is another class of offenses that is common, as I am informed, in this community, the keeping of brothels and bawdy houses. It is said that fines are levied on these people that keep them, not for the purpose of preventing or breaking up the practice, but for the purpose of revenue. This is unlawful. Wherever you find a brothel or bawdy house it is your duty to indict the keeper and the inmates and persons who frequent the house for unlawful purposes. It makes no difference that the city ordinances provides for fines and punishment of some of these offenses. If the city does not do its duty to society it is your duty to enforce the Territorial laws, and you have no discretion about it if the evidence is sufficient.

Now, if there is any man on the jury that thinks he cannot indict a man for keeping open a saloon on Sunday, or selling liquor on Sunday, or for gambling for money or other things of value, or for keeping or frequenting a bawdy house, I want him to answer now. I don't want you to go on to the jury room, and then say after you are there, that you don't believe it is right to indict. I want to know if there is any man on that jury that would be unwilling, upon sufficient evidence, to find an indictment in any of these classes of cases that I have mentioned.

None of you answer, so I assume that you mean to do your duty. The foreman of the grand jury will swear the witnesses and the clerk will issue subpoenas, and the prosecuting attorney will be with you from time to time to examine the witnesses. It is your privilege to ask any questions that you desire in the investigation of any case. You are to consider only legitimate evidence, not mere hearsay, nothing but evidence actually offered before you. It may be oral or it may be in writing. You may hear evidence only upon one side; but if you think there is reliable evidence that would explain any charge that is made, and as to which proof has been offered, you may subpoena such witnesses before you and examine them. You should be very careful not to make public anything that occurs in the grand jury room. You have no right to state to any one outside what is said in the grand jury room. You have no right to state to any man outside the grand jury room what case you have under investigation. The law imposes a severe punishment upon jurors for doing so. If you desire any further charge you may come back into court and ask to be charged further on, or you may inquire of the prosecuting attorney, who will be with you from time to time.

The grand jury, of whom Mr. C. M. Hammond, of this city, was chosen foreman, then retired to their room in charge of a court bailiff.

THE FRAUDULENT BOND CASE.

The further hearing of the Bowman-Olson case was taken up by the County Court at 3 o'clock Tuesday afternoon, Judge Barch presiding.

The city and county authorities were, as before, represented by County Attorney Murphy and City Attorney Hall; Judge Powers and Attorneys Hiles and Coad appeared for the defense.

The first witness was John Sharff, one of the bondsmen, who declared that his signature was genuine.

E. C. Coffin, an alleged bondsman, denied that he signed Bowman's bond and stated that he did not know who had signed it. He saw the bond for the last time last Thursday at the beginning of the examination. The bond was shown him by Mayor Scott, who remarked that he did not believe that Sharff's signature was genuine. He said that he had signed a paper of some kind for Bowman in reference to the bond, but that it was not the bond itself.

Cross-examined by Judge Powers the witness said that the difference between his genuine signature and the one on the bond lay in the formation of the letters E. and C.

Hon. Henry Haynes, the next bondsman, testified that he had signed a paper for Bowman about the time the contract was awarded. He had signed this paper in Morris' coal yard, but it was not the bond now before the court. He had heard of the names of the bondsmen being published in the papers and was under the impression that he was on the bond, but he then went on to reaffirm that the signature on Bowman's bond was a forgery. The "H" and the "y" of his name were totally different. On cross-examination Mr. Coad said to him:

Q.—Was it on account of your not getting the brick contract for the building that you say this is not your signature?

A.—No, sir. The only thing that I have to do with the brick yard is that Mr. Simkins and myself are interested in it.

Is it not a fact that sometimes a man feels a good deal different from what he does at others, Mr. Haynes? asked Attorney Coad with a smile.

Oh yes, sir, replied the witness.

Sometimes he doesn't feel quite so well, eh? and then he doesn't write so well, eh?

Yes, sir, and I think that is correct?

When Mr. Haynes retired from the stand he addressed the court thus: In view of the fact that the defense has questioned the integrity of Mr. Simkins and myself on account of our not getting the brick contract I would now like to have certain persons called to testify as to our reputations, who are familiar with them; persons who might be called experts. We would like to have called Mr. Harry Duke of Wells, Fargo & Co., and Mr. Lynn of Jones' bank.

H. W. Watson testified that his signature was genuine. He said that F. H. Dyer had told him that he (Dyer) had signed Bowman's bond, but on cross-examination said he was not sure whether Dyer had said he signed the bond or the contract.

Boyd Park admitted that he signed the bond, but said he would not have done so had he known that he became responsible for the \$113,000 in being so.

J. F. Jack, city recorder, stated that he was custodian of the original bond, and that the names interlined in its body had been written by Suedeker, a clerk formerly in his office. He also testified that Bowman had given him a former bond which the council rejected.

In cross-examination, Judge Powers inquired of Mr. Jack if he did not

remember his coming to his office and asking to see that former bond and his being told by a clerk that no such instrument had ever existed.

Witness said that he did not remember it, and that he did not believe any such thing ever occurred.

C. E. STANTON,

clerk of the joint city and county committee, then testified to the Bowman bond having been filed at the county court on September 29, 1891.

WHAT DID HE INTEND.

Attorney Murphy here asked Judge Powers if he intended to put Bowman and Olson on the stand. The Judge replied that he did not in the county court, as he did not think that court had jurisdiction over the case. He said that when the case went before the district court, they proposed putting both men on the stand and making an elaborate defense.

Attorney Murphy then asked Mr. Olson if he would testify.

Olson said it was immaterial, and Messrs. Coad and Powers retired for a conference. On returning they advised Olson not to go on the stand, but he said he wanted to testify.

He then went on the stand and admitted his own signature as witness of the bondsmen's.

How many of these bondsmen's names did you see signed to his bond?" asked Attorney Murphy.

"Most of them. Those I did not see circumstances point to their having done so."

Witness then went on to testify that he was with Bowman when he met Simkins on the street. The two of them went with Jones, Bowman having the bond with him at the time.

"Did you see Mr. Simkins sign the bond?"

"No, sir."

"Did you converse with him about it?"

"No, sir. I did not know him at that time."

"Were you introduced to him at that time?"

"I cannot remember."

"Did Mr. Simkins agree to sign the bond?"

"Yes."

"Were you shown the bond after, they came out of the bank?"

"I believe I was."

Olson testified that in Coffin's case he saw Bowman and Coffin retire to the latter's office, where he saw Coffin in the act of writing on the bond. In the case of Nathan Sears, he did not see the signature written, as it was signed in Sears' office behind a frosted glass front. Bowman told him that Sears had signed the bond and he rather thought showed him the bond. He said that Bowman showed him the bond after Cullins had signed it, also the same in the case of Henry Haynes. In the case of F. H. Dyer, he said they met that gentleman on South First and that Bowman asked him if he would sign his bond. Mr. Dyer went into Ellerbeck's store and signed the bond. Olson said he remained outside during the signing, but had asked Bowman if Dyer signed and he replied yes. P. H. Madson had also gone in a bank and signed while witness remained outside.

Mr. Olson further testified that he never saw any other bond or paper, never had anything to do with any