

YET ANOTHER SENSATION.

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THE CONTRACTOR'S DILEMMA.

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Judge Justice presided, with him being Sebastian Butler, Cannon and Hays. The City Council committee, Hoad, Anderson, Spafford, Lynn, Hyde and Young were also present.

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County Attorney Murphy declined to argue his point but said that under the statute the witness is made to give testimony or be persecuted against.

A motion was made and carried to the effect that the court should proceed with the hearing of the case. Judge Justice saying that while he would not vote against the motion, he seriously doubted the legality of the proceeding.

M. S. Winkler, one of the business men of Bowman, whose signature was alleged to have been witnessed by that good fellow, George Oliver, said he was present when the stand to be examined by County Attorney Murphy.

"I will say yes," said Murphy, juggling his hands, "but I do not know what you mean."

"No, sir, it is neither my signature nor my name."

"It is not signed right. My name is spelt like this—H. J. Bowman."

"Do you know J. H. Bowman, the principal of this firm?"

"Yes."

"Did you agree to go over his book?"

"What little time before the contract was awarded him?"

"Did you sign any agreement in writing?"

"I signed what was purposed to be his book."

"What?"

"After he got his contract?"

"He has not signed any contract had any written agreement."

"Don't remember."

"When did you sign what was purposed to be his book?"

"What?"

"Did you agree to go over his book?"

"Yes."

"What day did you agree to do so?"

"What little time before the contract was awarded him?"

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"What little time before the contract was awarded him?"

"Did you sign any agreement in writing?"

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"What?"

"Did you agree to go over his book?"

"Yes."

"Before or after the contract had any written agreement?"

"Before, I think."

"Did you make this agreement in writing?"

"I thought I made it in writing."

"Would you care to sign a document in writing?"

"Signed it at Ellerbeck's store."

"Was any one present?"

"No one but Bowman."

"Is not that the only paper you signed pertaining to this matter?"

"Yes."

"You were willing to sign this paper?"

"September 21, 1891, were you?"

"Did you ever instruct anyone, or give any permission to sign this paper for you?"

"Has you not always been under the impression that you agreed upon the name of the Bowman signature?"

"Yes, I never thought anything about it until Mr. Schreder called my attention to it."

"What did Mr. Schreder say to you?"

"He came to my office and asked me if I had any paper in my possession that had been signed down to the court and had such a signature appearing before me which he thought was a forgery, and it is?"

"Did you know who wrote this signature?"

"Cross-examined by Hays:

"Now, Mr. Dyer, when did you last see this paper? What date was signed to this paper?"

"When Schreder informed me of it?"

"What did you suppose the paper was that you had signed at Ellerbeck's?"

"That was an arrangement of certain men on Mr. Bowman's part that he was to sign on my behalf." Then Justice said:

"You never saw Bowman's hand printed in the paper?"

"I think that was the paper I signed. My memory is rather defective in this particular, though I can't say I am entirely wrong, but I have no recollection of having ever seen a signature of mine on this paper."

"Did you ever see Bowman's hand printed in the paper?"

"I had never given it a thought before."

"Do you say here that you were not under the impression that you were on Bowman's bond?"

"I don't know exactly I didn't know. I don't know that I never signed that bond."

"Were you ever asked to sign the bond?"

"I had never given it a thought before."

"Do you say here that you were not under the impression that you were on Bowman's bond?"

"I had never given it a thought before."

"Do you say here that you were not under the impression that you were on Bowman's bond?"

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A motion was made and carried to the effect that the court should proceed with the hearing of the case.

Judge Powers wanted to know whether the witness was an employee of certain men on Mr. Bowman's bond.

"No, I think he is not," said Justice.

"Then he is not an employee of any of those men?"

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