

other, nor had he ever seen or known anything of an agreement to sign a bond. He was positive that the bond before the court was the instrument that Haynes had signed. As to the time it took to get the various signatures, he said he could not be certain whether it took one day or two.

What is known as the Bowman-Oleon forgery case came on again at 2:30 yesterday afternoon at the County Court House, Judge Bartch presiding.

The first witness was C. E. Stanton, who stated that he thought Bowman's bond was accepted at a meeting of the county court on Saturday night, September 26, 1891.

W. C. Hall, city attorney, testified that the bond in the court had been made out by himself and had been written in his own office on the evening of September 26. Early on Monday morning he had delivered the bond to Bowman and not before.

"My recollection is," said Mr. Hall, "that Mr. Murphy and I looked over the original bond and did not approve of it, so I drew up this bond which is now in evidence. There were a number of signatures to the first bond, but I did not pay much attention to them, as my examination was as to the proper form of the body of the bond. These signatures, I think, purported to be genuine." On cross-examination by Mr. Coad he said that he had read the bond over in regard to its form and that it was not satisfactory.

"What you read was in the form of a bona?"

"Yes, as far as it went."

"You have examined the sureties on this present bond?"

"Not until after the examination began."

"Was Bowman's name on the bond when you witnessed it?"

"Yes."

Hiles—"What did you do with the original bond?"

"I left it with the parties that presented it. I have never seen it since. I only had it in my possession about fifteen or twenty minutes."

Mr. Hall then said that he had reached his conclusion concerning the bond's unfitness before consulting with Mr. Murphy on the subject, and then they both agreed. As to the original bond he had no idea what its fate was, but wished that he did, as it might throw some light on this mysterious case.

"Can you recall any of the names of the sureties that were on the first bond?"

"I think that the names of Mr. Dyer and Mr. Parks were among them, but I am not positive."

"Did you recognize those as genuine signatures?"

"I could not say."

"Was the proffer of this bond made to you as one that had been made by the sureties?"

"It was, I think, submitted as the bond he proposed to give."

"Any bond given by Bowman was to be submitted to you for approval, was it not?"

"That was not the tacit understanding."

The Court—"Do you recollect if there was a witness to that bond, and if so, who it was?"

"I do not recollect."

J. F. Jack, city recorder, was called

to testify to the proceedings of the council on September 25 and 28, at which times the Bowman bond was accepted and approved.

C. E. Stanton was again recalled for the purpose of identification and testified that he was clerk of the joint city and county committee when the bond was presented and accepted on September 28th.

County Attorney Murphy took the stand. He said that in order to get the chronological order of the mystery straight he would say that some days before the meeting of the county court on September 26 he saw in Hall's office what purported to be the bond of J. H. Bowman.

"My impression is," said Murphy, "that this was at the meeting of the joint committee at Hall's office. The bond was type-written and several signatures of sureties were on it. The grounds I now recollect upon which I objected to the bond, at least one, was that some of the sureties had signed as corporations or firms, the signatures having been made by one person as the firm. There may also have been some defect in the conditions. I recollect very clearly that September 26 was a Saturday and that Bowman, Hall and myself walked from here to Hall's office for the purpose of drawing up Bowman's bond in pursuance with the contract. The bond was approved by the county court on the night of September 26. Hall, Bowman and I talked at Hall's office of the form of the bond and agreed upon it, and I left Bowman and Hall together."

"What firms signed the bond, Mr. Murphy?" asked Attorney Hiles.

"One, I think, was the Sierra Nevada Lumber Company and another the Utah Stove and Hardware Company."

"Do you know by whom these firms' names were signed?"

"No."

"Independent of those names what others do you recollect?"

"None."

"Do you remember seeing either Dyer's or Park's name?"

"No, sir."

"Was there any writing on the bond?"

"My recollection is that it was all type-written."

"How were the signatures you saw made?"

"With pen and ink."

"How many signatures did you observe on the bond?"

"I could only give a rough guess and say about as many as are on this bond."

"More than five?"

"Yes."

"More than ten?"

"Yes."

"Did Bowman express any regret at his bond failing to meet your approval?"

"Not that I know of. I don't think he was present."

"Who presented the bond to you?"

"Don't recollect."

"Was Bowman present?"

"I think not."

"What did you do with that bond?"

"I never had it in my possession."

"Did you make any memoranda of points of objection?"

"No, sir."

L. H. Farnsworth cashier of the

Union National bank, at which W. S. Simkins keeps his account, was sworn to give testimony as regards the signature. He had been familiar with Mr. Simkins' signature for a number of years and swore to the best of his knowledge and belief that the signature was a forgery.

Mr. Coad—"You understand that this was a forged signature before you came here; did you not?"

"Yes."

"What is the great difference you notice between this and the ordinary signature?"

"Well, I suppose a man certainly ought to know how to spell his own name and write it, too. There is not the slightest resemblance between this and Mr. Simkins' ordinary signature save in the k and probably the S."

"Did you never see a man make a mistake in spelling his own name?"

"Not unless he was very ignorant."

"Do you recall such a case?"

"I do not."

W. S. Simkins then testified to the genuineness of his signature to a number of canceled checks. They were examined and the difference was found to be very great.

"IN A VERY PERPLEXING POSITION."

Mr. Murphy then suggested, as the court was making merely a formal examination, that Bowman be put upon the stand and questioned by his own attorneys, without cross-examination, so that something might be done to solve the great mystery confronting the court.

Attorney Coad refused on the ground that the court had no jurisdiction.

"Don't you admit, Mr. Coad," said Mr. Murphy, "that this court is in a very perplexing position, and that it would be but an act of justice to all concerned to have Mr. Bowman go upon the stand and elucidate the matter as far as he can?"

"I take it," replied Mr. Coad, "that when we are brought where we can bind and be bound that we shall make a perfect defense. This court not having jurisdiction cannot expect us to make a defense here. It will take a week to do so."

Mr. Murphy—"This court is willing to grant you any time that you may require in the matter."

Mr. Coad—"We are taking our own course."

Attorney Hiles said that he was perplexed over the mystery himself, but did not think it prudent to put Bowman on the stand in view of the complications in criminal and civil way that were likely to arise.

Mayor Scott thought that what was going to be done ought to be done at once, in justice to all. If the case were going to another court it should be sent at once.

Judge Bartch agreed with Mayor Scott.

County Attorney Murphy said there were two courses open—one, to rescind the contract by discharging Bowman, and the other to apply to a court of equity for a cellation. So far as the present inquiry was concerned it was merely to form an opinion to determine what position the city should adopt in future litigation.

"I am very sorry," said Mr. Murphy, "that counsel has seen fit to treat Mr. Bowman as a defendant