

# Strong Circumstantial Case Is Being Made Out by Prosecution Against Indicted Mayor

## French Restaurant Men the Bribery Story

Continued from Page 1, Cols. 3, 4 and 5.

He heard Marcus Rosenthal, attorney at law, tell the jury that, appreciating that his client's only hope lay in purchasing protection after paying the restaurant man to go to Ruef. He heard Joseph Malfanti tell the jury that he contributed to the fund feeling like a man "who had been held up by a footpad." And he heard the same men testify that after paying the restaurant man to go to Ruef, they had had with the mayor about the delay in granting their licenses after they had contributed to the "fee."

Coupled with the testimony of the previous day, the prosecution nearly completed its present conspiracy yesterday. Special Prosecutor Heney announced when court adjourned last night that he would complete his direct case today. He suggested some side lights, which include the introduction of Abe Ruef as a witness on Monday. The court adjourned last night that he would complete his direct case today. He suggested some side lights, which include the introduction of Abe Ruef as a witness on Monday. The court adjourned last night that he would complete his direct case today. He suggested some side lights, which include the introduction of Abe Ruef as a witness on Monday.

**EVIDENCE IS CIRCUMSTANTIAL**  
Without regard to Ruef's plea of guilty, the evidence touching his participation in the holdup is direct-positive. Touching the mayor, it is circumstantial. But it is the kind of circumstantial evidence that makes a "reasonable doubt" of a jury. The nature of a conspiracy makes circumstantial evidence generally the only available proof. And many men have been hanged on circumstantial evidence as that mercifully piled up against Schmitz by the prosecution.

The defense, in cross examination, has apparently adopted three methods of attack: It has sought to have the police commissioner move against the French restaurants did not originate with the mayor, but was a union labor spite movement; it has sought to show that the mayor changed front for pay, but because he had been approached by many influential persons and had concluded that the movement would prove disastrous to the union labor party; again, it has unwittingly proved that the mayor approved of the French restaurants and was a regular patron of them. And, finally, the defense has attempted to prove by cross examination that the restaurant men fairly forced the \$5,000 "fee" into the hands of Ruef. It has succeeded in strengthening the damaging character of the evidence adduced by the prosecution.

The witnesses yesterday were Jean Loupy of the Pup, the restaurant go-between for Ruef and the restaurant men; Max Adler, proprietor of the Bay State; Marcus Rosenthal, Adler's attorney; Michel Debet of Marchand's; Joseph Malfanti of Delmonico's and Edward Marchand, stepbrother of Pierre Priet and cashier at Marchand's.

**GOBETWEEN TELLS OF DEAL**  
The first real legal battle of the trial was developed by the examination of Debet, by whom Heney sought to prove statements made by his partner, Priet, who completed the deal with Ruef and was the one who assured him that he would have good news in a few days, and within the specified time Hutton was removed from the police commission. The renewal of Adler's license was immediately forthcoming. Adler's refusal to pay the second year's installment was brought out in a manner strongly corroborative of his assertion that he knew he was paying for protection and not for legal services.

The defense confined its cross examination to a brief showing of the fact that no direct threats had been made by either Ruef, Schmitz or Loupy.

**PAID TO SAVE LICENSES**  
On the direct examination Heney asked: "Do you remember having had any conversation about the holdup of the French restaurants, about the time of the waiters' strike at Tortoni's?" "Yes," replied the witness. "I talked about the matter with Jean Loupy, both before and after the strike."

"What did he say?" "The first time he came to my place and he said: 'This thing is serious. We have got to put up some money here or we will all lose our licenses. Ruef is the only man who can help us.'"

"The first time I told Loupy I did not care anything about it. I was not in trouble and I had been doing business for 20 years."

**LOUPY PAID FOR PROTECTION**  
Loupy testified that he was present at the meeting of the police commission at which the renewal of the license for Delmonico's was considered and that previous to that meeting he had discussed the situation with Adler of the Bay State.

Attorney Campbell, for the defense, sought to secure the rejection of this line of testimony on the ground that it was hearsay and inadmissible, but the court sustained the prosecution.

After the matter of the license of Malfanti of Marchand's and later the same night had telephoned to Ruef. In response to Heney's demand for a recital of the telephone conversation, Loupy said that he had made an appointment for 11 o'clock the next morning, which appointment was kept.

"State the substance of that conversation," said Heney. "Well, I said, 'Mr. Ruef, what is the matter with the Delmonico license? Suppose it will be our turn next and we will all be put out of business.' He said he would not help us and that he would take care of \$7,000 a year and told me to go and see the rest of the French restaurant keepers. He said, 'I will not deal with anybody but you and I must be paid in currency. I will not take gold or a check.'"

"Well, what did you do then?" "I saw Joe Malfanti. He said see Adler and Blanco and I think he said he would see Priet."

"Did you have a meeting?" "Yes, sir. I think I met at the Bay State."

"What was done there?"

"Pierre Priet asked me what guarantee we had. I told him I had seen Mr. Ruef and Mr. Ruef would take care of us for two years for \$7,000 a year. Priet said that was what was exorbitant. He said, 'I know Mr. Ruef. I'll go and see him myself.'"

"Did he see Ruef?" "Yes, and they told me to see the other restaurant men and see if they would do anything. I went to see Mr. Frank's, the Occidental and Old Fiddle Dog, the St. Germain and Jack's."

"What did you tell them?" "I told Babcock that our licenses would all be held up, that we were in the meantime seen Mr. Ruef and settled for \$5,000 a year for two years, and that that was to pay the money."

"Who was to put up the money?" "Malfanti, Blanco, Adler, Priet and myself."

**RESTAURANT MEN CONTRIBUTE**  
"Did you put it up?" "Yes, sir."

"How was it to be divided?" "Each paid \$1,175 except me. I said I didn't have so much as the others and had heavy expenses and could only pay \$300."

"To whom did you pay it and when?" "I paid it to Joe Malfanti the day before it was paid to Mr. Ruef. I don't remember the date."

On the cross examination Campbell gave Loupy an opportunity to swear that he had never heard of the alleged French restaurant keepers' association. He told the counsel for the defense that Ruef had told him to see all the French restaurant men and that Ruef would do business with Loupy alone.

In answer to Campbell, Loupy said Ruef had never threatened him with the loss of his license if Ruef was not employed. The cross examination paved the way for Heney to show more clearly the relations between Loupy and Ruef on the indirect.

In a high key Heney testified that Loupy owed Ruef \$1,000 and that he became unduly active in the license matter at a time when his own license had nearly his whole life to run. He also, as a result of Campbell's question, was sworn to.

**GOT PROTECTION AFTER PAYING**  
There was no equivocation about Adler's testimony. He said he knew what he was getting. He was forced to pay for protection and he got protection, but not until after he had been compelled to call on Ruef. He told Heney that he had called on Ruef on January 3 with a check on the Central trust company. His license was not forthcoming and he called on Ruef to protect.

"What did you say to Ruef?" asked Heney. "I called on Mr. Ruef two weeks later. The commission had a meeting and I did not get my license. I told him, 'Mr. Ruef, I am without a license. I am losing money.' He said he would have good news for me in two or three days. Then Mr. Hutton was removed. I got my license."

"Were you ever asked to pay again?" "Yes. The next year Malfanti asked me to pay, and I refused because I was out of debt. The first time I was heavily in debt and I wanted to protect my credit—I did not want to be shut up."

Campbell took the witness again and perjured him to deny that he had ever heard of a French restaurant keepers' association.

"I never knew anything about an association or a president," said the witness. "All I know was I gave my money."

He explained the unequal division of contributions to the "fee" by saying: "The division was simple enough. Loupy said he was hard up and could not pay so much. I was hard up, too, but I had to pay. I had to put up a license and I had to put up."

**ADVISED CLIENT TO SEE RUEF**  
Marcus Rosenthal, who has been Adler's attorney for 20 years, said he had gone before the police commission to present Adler's petition for a renewal of license. The commission had refused to hear him. Adler had been ordered to appear at the meeting and show cause why his license should not be refused. The refusal of the board to hear him in compliance with its own order and his observation of the method of the administration convinced him that Adler needed Ruef, not a legal adviser. After leaving the meeting with Adler and the other restaurant men he said he advised them not to spend their money for a lawyer but to see Ruef.

"Do you know the surviving owner of Marchand's. His partner, Pierre Priet, who completed the deal with Ruef, died in France, and it was by Debet that Heney got in the statements made by Priet after he had seen Ruef."

Debet said: "I never had any trouble about my license from 1882 to 1904. Then Loupy came often to our place and talked about the trouble for French restaurant keepers. We could see that we were going to be held up and we had a meeting."

"What was done then?" asked Heney. "Priet went to see Ruef after we had talked the matter over. We saw that we could not get away without seeing somebody, so Priet went to Ruef."

**KNOW RUEF COULD FIX IT**  
"Because he was the only man who could fix it."

"Well, what did Priet report?" "When Priet came back he said Ruef would take our cases for \$5,000 a year for two years."

"Did he say how it was to be paid?" "Yes. He said Ruef would take no check, no gold; that it must be currency and that he would give no receipt. There was no receipt."

Then came the wrangle over the proof of agency which continued over the noon recess and until nearly 3 o'clock. In the afternoon Heney, having won his contention, recalled Debet. "What," said Heney, "did Priet say to you when he returned from Ruef?"

"He told me that he (Ruef) was to get \$10,000, \$5,000 the first year and \$5,000 the second. It was to be paid in greenbacks and there would be no receipts. There was no agreement signed that I know about."

"Did you firm up some money?" "The first time \$1,175. Priet did before the second payment was due. I personally made the second payment of \$1,000 to Joe Malfanti."

"Why did you agree to the payment of this money to Ruef?" "I agreed to the payment because after our conference we decided there was no way to get out of it unless we paid Ruef, as he was the political boss who could protect us."

"Would you have paid that money to Ruef if you had not thought your failure to do so would ruin your business?" "No, sir."

**SCHMITZ KNEW OF DEAL**  
"Did Priet ever tell you anything about what the mayor had said to him?" "Yes, he said he went to the mayor,



Leading witnesses against Schmitz—Left to right, Marcus Rosenthal, an attorney, who advised client to "see" Ruef; Loupy, Max Adler and Edward Marchand, French restaurant owners, who testified yesterday that they had paid for protection.

"Loupou said Ruef would take \$7,000 a year for two years protection."

"Did you make the deal with Loupy?" "Loupou went to Ruef first, but Priet said he wouldn't trust Loupy—he would go and see Ruef himself. He came back to the second meeting and said he had an agreement for \$5,000 a year."

"What was your share?" "I paid \$1,175 to Joe Malfanti."

"Why did you pay that money?" "Because I couldn't run my business without a license. Ruef was the only man that could help us. I thought I would lose my business if I did not pay."

Heney attempted to show that Adler submitted to the first installment because he was deeply in debt, and that when at the end of the year he had got out of debt he refused to pay the second installment. He testified that Campbell's objections, but the chief counsel for the defense in his cross examination paved the way for the admission of the testimony, which Heney subsequently elicited from Adler.

**MALFANTI CORROBORATED**  
Joseph Malfanti, proprietor of Delmonico's, was the most dangerous witness for the defense. He insisted that in his talks with the mayor that Schmitz had full knowledge of the deal with Ruef and promised to urge immediate final action on the licenses. It was Malfanti who came closest to connecting Schmitz directly with the holdup.

"Did you ever go to see Schmitz?" Heney interrogated.

"I called on Schmitz and Priet, about the second or third of January. The mayor seemed astonished that our licenses should be held up. He said he had never had any trouble about our licenses. In fact, that he enjoyed them himself. He was very polite to us and said he would call a meeting of the police commission."

"What did you do after the meeting?" "Well, it looked pretty blue. We smelled a rat. I was convinced of the situation then, but in the evening at the regular meeting Adler came up with his attorney. The commissioners would not listen to the lawyer. They told Rosenthal to go home."

"What did you decide to do?" "Nothing that evening; but Loupy came around and said, 'Let Malfanti and me go to Ruef.' We telephoned and made a meeting for the next day."

"Why did you want to see Ruef?" "Loupy had talked about seeing Ruef, and I had made up my mind that was the only thing to do. The next day Loupy reported. He said that Ruef would take \$7,000 a year to protect us for two years. We did not then raise the money, but told Loupy to go around and see the other restaurant men to raise the money. Priet said he wouldn't trust Loupy with that amount of money. He said he would go to Ruef himself. He came back and said it would be \$5,000 a year."

"What were you to get for the money?" "We were to get our licenses and not have any trouble for two years."

"How was it to be paid?" "In currency, and to be taken by one person."

"Did Priet get a receipt?" "No; he said we should be glad to get Ruef's word of honor."

"Did you ever pay any money yourself?" "I did at the end of the year—\$3,000."

"How did you pay it?" "I got it changed into \$1,000 notes at the bank and took it to Ruef's office, where I gave it to Ruef himself."

"Did you go to Ruef because he was a lawyer?" "I went to him because he was the man who controlled and could do as he pleased with the administration. It was Ruef who would get our licenses and go out of business. We paid the money and we got his word that everything would be all right."

"Did Schmitz come to your place after the money was paid to Ruef?" "Yes; he came in to lunch, and the waiter told me the mayor was up stairs. I went up and asked him why I did not get my license. I was losing money. He said he would attend to it."

"When Ruef represented you at a meeting of the police commission what occurred?"

**REMOVAL OF HUTTON**  
"Mr. Ruef stood up and asked for a continuance. He got it."

"Did Ruef say anything to you about the removal of Hutton?" "No, sir; when he asked for a continuance I expected he was going to get Hutton or Reagan a little vacation."

"Did you see the regulations submitted by Ruef?" "Yes, sir."

"What change did they make in the conduct of your business?" "None at all."

"Why did you pay the second year?" "Well, I thought I was a man of my word. Priet was dead, so I thought I would make the collection. I sent to Adler and he said he wouldn't pay any more. So I thought I would save money by that. I would give him \$1,000, get \$1,000 each from Blanco and Debet and let him collect the rest himself. I told him when I gave him the \$3,000. He had more ways of collecting it than I had and he could get the rest himself. Mr. Ruef said that was all right, he would attend to it."

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who gave him no satisfaction. He said he would call a meeting of the police commission."

"What did you believe would happen to your licenses if you did not pay this money?" "We believed if we did not pay the money we would be closed up, as Tortoni's had been; that there was no other way out of it. I believed that Ruef and Schmitz controlled the police commission."

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Campbell, with the first exhibition of acrimony, demanded:

"Please read that answer again. It seems to be funny. My friend Dwyer leads the laughter."

Hiram W. Johnson retorted: "Don't get sore just because you are getting the worst of it."

Both attorneys flared and squared themselves for battle when the court intervened with an admonition to Johnson that stilled the troubled waters.

Edward Marchand was introduced, apparently for the mere purpose of connecting the lines in the tortuous chain by which the first payment was effected. He said he drew a check for \$5,000 and cashed it, securing five \$1,000 notes, which he turned over to Priet. Two days later he received checks for \$1,175 each from Malfanti, Blanco and Adler and cash in an unstated amount from Loupy. He was not cross examined.

**PROSECUTION MAY CALL RUEF**  
Judge Dunne announced that he had secured the use of Judge Cook's courtroom for the case, which would proceed at 10:30 o'clock this morning. Special Prosecutor Heney told the court that he expected to finish his main case before noon today. He admitted later that he might spring some side lights and rushed off to a conference over the advisability of putting Ruef on the witness stand for the purpose of directly connecting the mayor with a division of the spoils.

**RUEF STAR WITNESS**  
Prosecution Holding Him in Reserve to Testify Against Schmitz

Abe Ruef is being held in reserve by the prosecution as the star witness against Mayor Schmitz in the pending trial for extortion. Ruef's testimony will complete the case against the mayor and for that reason will not be given to the jury until all the intermediary points have been established. It will be brought out through Ruef's testimony that the mayor has been in conference with the police commissioners unknown to Ruef and that the boss became a party to the transaction after he had talked the matter over with Schmitz.

The defense is apprehensive of Ruef's testimony was revealed last night, when C. H. Fairall, one of the mayor's attorneys, paid a visit to the prison house in Fillmore street. Fairall was formerly one of Ruef's attorneys, but their business relations ceased after Ruef entered a plea of guilty. The visit of Fairall occasioned great surprise, as it was not believed that the defense would undertake anything so bold as to call Ruef on the witness stand, but nothing was conclusively in regard to the interview.

Ruef did not care to discuss the matter, but announced that he was absolutely unchanged in his determination to tell the whole truth if called to the witness stand.

No member of the prosecution could be induced to discuss Fairall's action. It is understood that the mayor's attorney desired to learn if Ruef were to go on the stand for the prosecution and if not whether his testimony could be used for the defense.

The case against the mayor naturally falls into five main divisions. It is not necessary to prove that the mayor received any money, but it must be proved that he exerted the influence that necessitated the payment of money.

The first division of the case concerns the pressure brought to bear by the mayor on the police commission. The second division concerns the action of the commission and the third the action of the French restaurant proprietors in raising a protection fund.

The fourth division of the case ends with the payment of the money to Ruef. With the introduction of some additional testimony the prosecution will have completed the four divisions of the case, and the case will be ready for the jury.

One phase of the additional testimony will consist of the proof of a threat. This can be shown circumstantially, and then but one feature will remain to complete the chain. It will be necessary to show the connection between Schmitz and Ruef, the man who exerted the pressure and the man who received the money. Ruef will be able to clear this point for the grand jury and if necessary he will go further and state how the money was received and how it found its way into the pockets of the mayor.

**SUED FOR DIAMOND RING BY FORMER SWEETHEART**  
Willows Belle Will Not Surrender Gem Because Overtime Sufferer Acts So Mealy

WILLOWS, June 7.—The suit for the recovery of a diamond, valued at \$150, which Frank Hagan, one of the wealthiest young men of this county, has instituted against his sweetheart, Miss Katie Feeney, also of a prominent family, has attracted such wide attention that the courtroom is inadequate to accommodate the crowd that gathers to listen to the bitter cross examination which both plaintiff and defendant have been undergoing. Hagan gave the diamond to Miss Feeney, who was to have become his wife, with the alleged understanding that if they should quarrel it would be returned to him. Miss Feeney says that she does not want the gem, but she asserts that Hagan has acted so mealy about it that she would not give it up unless compelled to do so.

"The Spread of San Francisco" This is the title of the leading story in the June Sunset Magazine that tells how the new city under the impetus of its rapid rebuilding is moving south, filling the entire peninsula, being swept tremendously in suburban expansion by the Bay Shore railway cut-off.

## COUNTIES COMMITTEE MEETS IN PETALUMA

### Forestry and Irrigation the Subject of the Day's Discussion

PETALUMA, June 7.—The convention of the counties committee of the California Promotion committee met in Petaluma this morning. "Forestry and Irrigation in California" was discussed at length. There were 12 stated attendees in addition to the general speech making. In the evening a banquet was given by the ladies of Petaluma.

In speaking of irrigation in the San Joaquin valley, J. W. Yokum, secretary of the Merced county chamber of commerce said it was a great deal cheaper to impound the water in the mountains than to take care of it after it reached the valley by leveling the streams. He gave the history of irrigation in the valley from the time abandoned miners' ditches were used to convey water. He spoke of the effect on streams of good forests on watersheds and closed with a short history of the drainage system.

W. A. Beard, executive officer of the National Irrigation congress, in speaking of "Irrigation in the Sacramento Valley," said in part:

The fifteenth session of the national irrigation congress will be held in Sacramento, September and all who are interested in the development of any of the great plans of the reclamation service for the conservation and utilization of waters of the west are interested in this congress. It was impudently made this event a matter of interest in every portion of this country, and we expect that a large number of delegates, in representative character and in the measure of its results, the greatest national convention ever held.

**TELLS OF EARLY WORK**  
Francis Cutler, chairman of the tri-counties reforestation committee, spoke of the early work of tree planting and the beginning of the fruit industry of the state. He described the efforts to introduce the orange and showed the results as they appear today.

Professor Samuel Fortier of the University of California and the United States Irrigation service said in part:

Irrigation makes gardens and orchards out of desert places of the state; it increases the yield of both field and orchard in localities where a rainless summer robs the soil of its moisture. It makes the great ranges of the mountains into small irrigated holdings; it converts producing ranches into intensively cultivated farms; it increases the exports of all soil products; it does away with the isolation of the farmer; it opens up the rural settlements; it provides most of the advantages of both country and city life; it conserves the water, it creates a new industry, the establishment of an ever increasing number of prosperous farm homes.

In his response to the address of the chairman Andrea Sbarboro said in part:

The hearty welcome which the California Promotion committee receives from the people wherever they are, is a strong evidence of the fact that the people of California know something of the great good that is being accomplished for the state. Supported by the people of San Francisco, it disseminates information of the benefits of irrigation to the people of the world wide and thus creates a new industry of our great state with desirable people.

E. H. Hirstead, district inspector for California, in his address, spoke of the service, who took the place of Chief Forester Gifford Pinchot, spoke on the subject "The Use of California's National Forests."

**PARDEE MAKES ADDRESS**  
Dr. George C. Pardee, former governor of California, said in part:

The histories of other countries, as well as those of parts of our own nation and state, show us that the forests are necessary adjuncts of any and all schemes of continuous and successful irrigation. For without the forests the irrigation of the mountains runs off in floods, filling the streams in winter and spring and leaving them dry in summer and autumn, when more than at any other season of the year water is needed. It is not claimed that denudation of the mountains causes a decrease in the amount of snow water, but it is certain that the fallen leaves, which act as a filter for the water that falls upon the mountains, back so that it is dealt out to the streams and rivers in a more regular and continuous manner.

G. B. Lull, chief forester of the state of California, spoke on "The Forest Laws of California," and gave an exhaustive review of laws, their application and of the needs to make these laws more effective, and for new laws that would combine the state and various counties in the preservation of the betterment of conditions. He told of the need of forest protection and what was being done in this matter, as well as of the scant protection that is being given under present conditions.

Lewis E. Aubrey, state mineralogist of California, in speaking on the subject of the preservation of forests, said in part:

Those who have studied conditions in older countries which at one time were well forested know the necessity of preserving our most valuable resource—the forests. We of California know full well the benefits arising from our present forest reserve policy, and we know how vital it is to our interest in our state.

Apparently it is the intention of the public lands convention that is to meet in Denver on June 18 to take a particularly vigorous aim at the president in connection with his forestry policy and to start a campaign to undo all the good that it has accomplished.

**INDORSE PRESIDENT'S POLICY**  
Aubrey discussed this matter at length and then introduced the following resolution, which was adopted: Whereas, certain opposition has been created against the policy of the government in withdrawing from entry certain forested lands in the United States and designating the same forest reserves; and whereas, we believe that for proper protection of the timber and the conservation of water, such a policy is necessary; therefore be it

Resolved, by the counties committee of the California Promotion committee, in conference assembled, that we heartily endorse the act

## NOMINATE CANDIDATE FOR POLICE COMMISSIONER

### Committee of Ten Submits List of Merchants to the Mayor