

IMMACULATE CLARK.

How He Protects the Widow and Orphan.

Like a thunderbolt out of a clear sky fell yesterday's Helena Record upon the placid minds of her citizens, who, at their matutinal meal, were struck as with a terror dumb at the disclosure of the dastardly fraud perpetrated by Wm. A. Clark upon Mrs. Nannie H. Jones, widow of John H. Rogers, deceased, whereby he wronged her to the amount of over \$100,000, which, after a fair and full trial, he was compelled to disgorge. And this man is the democratic candidate for delegate to congress from Montana Territory. It must be understood that Granville Stuart was in no sense connected with the fraud or robbery of the widow. Let the voters rise in their might and rebuke the monster who by his own bad faith, has courted and deserved this scathing exposure of his perfidy; while his trembling henchmen hunt their nest-hiding lairs and with white lips to each other whisper, the foe—they come! they come!

THE COMPLAINT.

Territory of Montana, Deer Lodge county—Second judicial district court.
Richard S. Jones and Nannie H. Jones plaintiffs, vs. Wm. A. Clark and Samuel E. Larabee, defendants.

The plaintiffs Nannie H. Jones and Richard S. Jones complain of the defendants William A. Clark and Samuel E. Larabee, for that the said plaintiff Nannie H. Jones is the wife of said plaintiff Richard S. Jones, having heretofore to-wit: in the year 1877 married him the said Richard S. Jones, and for that therefore to-wit: on the 28th day of July, A. D. 1874, at the county of Deer Lodge, the said Nannie H. Jones, was the wife of one John H. Rogers who they and there died, and was at the time of his said death seized in fee simple of [here follows a description of the property] and that by virtue of the law of said covertsures with him the said John H. Rogers and his said decease, she the said Nannie H. Jones, then Nannie H. Rogers, became and

was entitled to dower in and to the said premises and each and every part and portion thereof, and from the time of the decease as aforesaid down to the time of the making of the conveyance by deed hereinafter more particularly set forth and described, she the said Nannie H. Jones was seized and possessed as her dower therein of the undivided one-third of said property and premises. And the plaintiffs further say that on the 2nd day of June, A. D. 1877, upon an order of the probate court, duly made and given upon proper proceedings therein, therefor instituted and had, the interest of the said John H. Rogers was sold at public auction to the highest bidder for cash by the administrator of the estate of the said John H. Rogers, deceased, but such sale was subject to the right of the said Nannie H. Jones to dower in and to the said premises which was expressly recognized and reserved and accepted out of the said sale.

And the said plaintiffs do further allege that heretofore, to-wit: on the 25th day of October, 1877, the said Nannie H. Jones, then

NANNIE H. ROGERS, WIDOW, made and executed to the defendants William A. Clark and Samuel E. Larabee a deed of quit claim and conveyance, and then and there delivered the same to them, whereby in form she conveyed to them, the said William A. Clark and Samuel E. Larabee, defendants, her dower aforesaid, and each and every part and parcel thereof, for the consideration, and upon the payment by them of two hundred and fifty dollars, to the said plaintiff Nannie H. Jones, which said sum of money these plaintiffs here and now offer to return to him the said William A. Clark upon the cancellation by a decree of this court of the said deed, or upon the conveyance by the said defendants to her the said Nannie H. Jones, of the interest so by her conveyed, and quit claimed by her said deed to them the said defendants.

And the said plaintiffs allege that the value of the interest of the said plaintiff Nannie H. Jones in and to the said premises was at and before the execution by her of the said deed to them the said William A. Clark and Samuel E. Larabee, and yet is greatly in excess of the said sum so by them paid as the consideration therefor, and the said deed so made, executed and delivered by her the said Nannie H. Jones (then Nannie H. Rogers, to them the said William A. Clark and Samuel E. Larabee, was obtained and procured from the said Nannie H. Jones through the

FRAUD, DECEIT AND FALSE REPRESENTATIONS of them the said William A. Clark and Samuel E. Larabee, and the collusion by them with diverse and sundry parties and persons so to procure the same, and was and is as against the right of the said Nannie H. Jones null and void.

The plaintiffs further say at the time of and prior to the sale of the interest in said premises of the said John H. Rogers, deceased, one Geo. W. Irvin was the administrator of the estate of him the said John H. Rogers, deceased, and conducted said sale, and was also in and about the management, negotiation for sale and control of said premises, the agent for this plaintiff, Nannie H. Jones, and so continued to be such agent, down to and including the time of the executing of said deed, and that the said Nannie H. Jones was ignorant of the value of her said interest in the said premises, and had no other means of ascertaining the value thereof except what she could learn from her said agent and what her undivided interest in it, would bring in the open market at public sale when it or interests in it should be offered for sale and sold at fair and free public sales, and that the said Nannie H. Jones relied upon such bids so made and such information from

her said agent as she could obtain as to the

VALUE OF SAID PREMISES, which facts were well known to the said defendants. And the plaintiffs further say that the said sale of an undivided interest in said premises belonging to the estate of said John H. Rogers, conducted as aforesaid by the administrator aforesaid, George W. Irvin, purported to be a fair and free sale thereof, after due advertisement for cash in open market and so appeared to be and was then by her the said Nannie H. Jones believed to be such fair sale as would enable the said estate to realize its full market value after such competitive bidding thereon as the value of said premises would ordinarily incite, and that at such sale the said interests of the estate of him the said John H. Rogers was sold to the said defendants William A. Clark and Samuel E. Larabee, they being the highest bidders therefor.

DECEIVING THE WIDOW.

And the plaintiffs further allege that shortly after said administrator's sale and before the execution by her the said Nannie H. Jones of the deed of her interest in said premises to said defendants, the said defendants made application to the said Nannie H. Jones to purchase of her, her said interest in said premises, being her dower therein, and then and there stated to her that they were the owners and possessors of all other interests therein, and for that reason desired to purchase her said interest and were willing to pay to her therefor more than it was worth and more than it would bring in the open market if it were then offered for sale, and to induce the said Nannie H. Jones to sell her said interest at less than it was worth and for \$250 stated to her that \$250 was more than the value of the interest of her the said Nannie H. Jones in and to the said property and fraudulently concealed the true value thereof and entered into a conspiracy to make immediate payment of \$250 and precipitate sale as hereafter set forth and described.

THEY LIE TO HER.

And the said plaintiffs further say that at and before the time of the making said statements and representations, and at and before the time of the execution and delivery of the said deed by her the said Nannie H. Jones, the said defendants were tenants in common in said premises with her the said Nannie H. Jones and were then exclusively working the same, and were familiar with its value and that the said Nannie H. Jones was not familiar with nor did she know the value thereof, and in response to the application of the said defendants to purchase as aforesaid she stated to them that the said George W. Irvin, who had sold an interest in said property as administrator as aforesaid was the managing agent of her the said Nannie H. Jones, and that she would not sell the same upon any knowledge which she had or might obtain of the value of said premises, but only upon the advice and approval of her said agent, George W. Irvin. Whereupon the said defendants,

FRAUDULENTLY COMBINING

to obtain the said deed from the said Nannie H. Jones, did falsely cause it to be represented to her the said Nannie H. Jones among other things that the said George W. Irvin had advised the sale of the said interest of her the said Nannie H. Jones, to the said William A. Clark and Samuel E. Larabee for the said sum of two hundred and fifty dollars, and approved of such sale at said price, and that he the said George W. Irvin, had written a letter stating as aforesaid his advice and approval thereof, for the information of the said Nannie H. Jones.

Upon this statement as to the advice and approval of her said agent she relied and then and there believed the same, and that in the judgment of her said agent the said (the last named) sum was the just and full value thereof; and did also believe the further fact that in the open market at a full and fair sale with competitive bidding, the interest of the said estate in the said premises was at the time it was sold worth no more than two hundred dollars, which said representations as to the advice and approval of the said sale by him the said George W. Irvin, at the price aforesaid, and the writing of a letter so stating, and as to sale of the said interest of the estate of the said John H. Rogers, at public auction in a full, fair, free and open market with competitive bidding therefor for two hundred dollars, and as to the value thereof, were

WHOLLY FRAUDULENT AND FALSE.

and were so known to be at the time they were so made by him, the said defendant, but the said Nannie H. Jones, relying upon their truth and believing them to be true, was thereby induced to make and deliver, and did make and deliver the deed aforesaid to them the said defendants, for the consideration of two hundred and fifty dollars.

And the plaintiffs further allege that as to the said sale of said interest of said estate at auction, the said defendants combining and intending to prevent competitive bidding therefor, and to depreciate the market value of the interest which the said Nannie H. Jones then retained therein, and to induce her to sell the same for less than its true value, did combine and conspire together and with others to prevent the said property from bringing its full or market value, and to prevent the said sale from being free, fair and open, and in pursuance of such combination and conspiracy had given and did give a large sum of money, to-wit: the sum of two hundred dollars.

TO ONE GRANVILLE STUART

in consideration that he would refrain from bidding on said interest of said estate therein at said sale, which said Stuart did receive and did refrain from bidding pursuant to his agreement thereon for said consideration so paid, although he had to the time of such payment to him of said money designed to

bid on the same a much larger sum.

And the plaintiffs say that notwithstanding the said deed so given by her the said Nannie H. Jones for the fraud aforesaid is void and of no effect, it is nevertheless a cloud upon her said title, and that by reason thereof the legal title appears vested in the said defendants; and that by reason thereof they are in the exclusive possession of the said premises and property, and from the time of the delivery of said deed that the said defendants have been in the possession of said property to the exclusion of these plaintiffs, and have been engaged in extracting large quantities of silver and other precious metals of great value to-wit: of the value, as plaintiffs are informed and believe, of

ONE HUNDRED THOUSAND DOLLARS

and more therefrom, and are yet engaged in mining therefrom said precious metals and threaten to continue so to do.

And plaintiffs say that by reason of the conveyance to the said defendants by the plaintiff, Nannie H. Jones, of her said interest in said premises, which was prior to the issuance of a patent therefor by the United States, the said William A. Clark was enabled to and did apply for a patent from the United States for the said premises in his own name and afterwards, to-wit: on the fifth day of November, A. D. 1878, did receive a patent therefor, by which the said premises were conveyed to him under the description following, that is to say being mineral entry number 401, and being lot No. 39, in, and embracing a part of, township 3 north, of range 8 west of the principal meridian and containing 2 and 4/100 acres and described by metes and bounds in said patent, which is recorded in Book P of deeds, on page 227, of the records of Deer Lodge county, Montana, in the county clerk and record's office of said county.

And the plaintiffs further say that the plaintiff, Richard S. Jones, has an interest as tenant by courtesy in and to the said premises and property, and that the plaintiffs are entitled to the possession of the undivided one-third of the said property so owned by him the said John H. Rogers at the time of his decease and to one-third of the proceeds of the ores taken out of the same by the said defendants and to an accounting thereof.

SHE LEARNS OF THE FRAUD.

And the plaintiffs further allege that heretofore to-wit: On the 29th day of October, 1877, the said Nannie H. Jones having learned that her said agent had not advised or consented to said sale nor written the said pretended and alleged letter so advising and consenting thereto, but that the said representations were false and fraudulent, did then and there rescind the said deed and did then and there cause the said purchase price of said interest to-wit: the sum of two hundred and fifty dollars to be tendered back to them, the said defendants, and request that they re-convey the said premises back to the plaintiff Nannie H. Jones then being Nannie H. Rogers, or that they re-deliver the same as fraudulent and void, and that they yield the possession of said interest to the said plaintiff, but the said defendants did not and would not receive said money and would not re-convey said premises so fraudulently procured from said Nannie H. Jones, back to her the said Nannie H. Jones, nor yield the possession thereof to her the said Nannie H. Jones.

And as to the said fraud so by them the said defendants perpetrated upon the said Nannie H. Jones, in depressing the market value of the said premises by combination and purchase of bidders, and by fraudulent interference as aforesaid, and by conspiring as aforesaid to pay the said Granville Stuart the moneys aforesaid, whereby the market value of interests in said premises were fraudulently depressed, these plaintiffs say the said Nannie H. Jones did not know of, nor ascertain the existence of said fraudulent acts until April 23, 1878.

WHAT WAS ASKED FOR.

Wherefore the plaintiffs pray judgment:

First: That the said deed from the said Nannie H. Jones by her then name of Nannie H. Rogers conveying her interest in said premises to said William A. Clark and Samuel E. Larabee, and obtained by fraud, be decreed to be null and void, and that her said dower interest in the said premises be decreed to her, being the one-third thereof, and that she be let unto possession thereof.

Second: That an accounting be had of the ores and precious metals extracted from said premises, and that said defendants be decreed to pay to these plaintiffs their proper share thereof.

Third: That pending this action a receiver be appointed to take charge of the said premises and to have and hold the plaintiffs' share of the proceeds.

Fourth: That the plaintiffs have such other and further relief as may be agreeable to equity, and a judgment for their costs.

[Signed] E. W. & J. K. TOOLE, SANDERS & CULLEN, Attorneys for Plaintiffs.

The plaintiffs, Nannie H. Jones and Richard S. Jones, being duly sworn, each for himself and not one for the other, on their several and corporal oaths, do depose and say that the facts stated in the foregoing complaint are true of the plaintiffs' own knowledge, except those therein stated on information and belief, and as to those facts they believe them to be true, and further say not.

[Signed] NANNIE H. JONES.

[Signed] RICHARD S. JONES.

Subscribed in my presence by Richard S. Jones and Nannie H. Jones, and sworn to by them before me this 29th day of April, 1878.

[Notarial Seal] ISAAC L. LEWIS, Notary Public, Montana.

Endorsed: Filed April 29, 1878.

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