

## COMMISSIONERS REMOVED FROM OFFICE

### Judge Goss Removed From Office Commissioners Richardson and Carroll—Dramatic Ending of One of the Most Important Cases Ever Held in Ward County—Richardson When Cornered by the Judge Faints and is Carried From Stand—Could Not Stand the Strain

## VACANCIES ARE FILLED BY APPOINTMENT BY REMAINING MEMBERS

### Of the Board, Judge Davis and Auditor Fabrick—Many Corrupt Methods of the County Commissioners Brought to Light—Will Have a Healthy Influence on the County in General

The case of Ward county against three of the members of the Board of County Commissioners, Leslie R. Carroll of Doneybrook, Wm. Black of Chleot, and S. S. Richardson of Bowbells, after a series of postponements, finally came to trial Friday afternoon before Judge Goss at the court house.

States Attorney McGee assisted by Attorney Gray of Kenmare and Attorney Wineman from Grand Forks, appeared for the state. If there were any before the trial who believed that State's Attorney McGee would not prosecute the case to the best of his ability, they must have admitted to themselves that they misjudged him. From start to finish the three attorneys for the state had the case entirely within their hands, and seldom failed to make a point but that they were successful. Some very knotty problems were placed before the defendants in such a way that it was hard for anyone to see how they could read their "titles clear." The records of the county auditor were not in the best of shape, but Auditor Fabrick can hardly be blamed for their condition. His work was done by clerks who seemingly were playing into the hands of the defendants all the way through.

One of the peculiarities of the case was that the commissioners were defended by the former assistant state's attorney, John H. Greene, who was also a law partner of state's attorney, Mr. McGee. Greene is familiar with all the moves of the commissioners during the past year and has been their main counsel in their shady looking actions.

In the first place, twenty-eight separate charges had been filed against the commissioners, by the auditor, Mr. Fabrick. Of these, Judge Goss threw out numbers 1, 2, 3, 4, 5, 6, 7, 12, 13, 14, 16, 19, 20, 21, 22, 23 and 27, leaving stand numbers 8, 9, 10, 11, 15, 17, 18, 24, 25, 26 and 28. In the first place, the Independent wants to impress upon its readers that it was not necessary for the state to prove that the commissioners were guilty of all of these acts, but that if the state could prove without a question that they were guilty of but one of the charges, then they are not fit men to guide the reins of the county, and should be removed from office.

J. W. Fabrick, the county auditor, was the first witness called. He was asked to produce the records of his office and the first matter taken up by the state was the letting of the contract for the erection of the east addition to the county hospital building. Fabrick turned to his records and saw that when the bids for the construction were opened, D. A. Dinnie had offered to do the work for \$8,571, Van Tuyl & Teutsch, \$8,919, and Fred McGulpin, Dinnie's foreman, had submitted a bid for \$7,971, or exactly \$600 less than the bid submitted by D. A. Dinnie. Dinnie's bid was at first accepted, but after a second thought, the commissioners rejected the bid and accepted that of McGulpin. At the time this did appear regular to a great many in the county, for McGulpin shortly after the contract was given him, stated on the stand that he substituted the contract to Dinnie. McGulpin with the exception of a few days at the time the contract was let, was in the employ of Dinnie as his foreman receiving

\$140 a month. According to McGulpin's testimony, Dinnie virtually worked for McGulpin and McGulpin worked for Dinnie at the same time. A very queer state of affairs.

On Sept. 5, 1905, a warrant was issued by the county order at the direction of the commissioners for \$1,500 for D. A. Dinnie, but it was eventually given to Dinnie by McGulpin. McGulpin explained that he had purchased material for the hospital from Mr. Dinnie and that the warrant was made directly to Dinnie, that he might be paid for same.

The rebatement of the C. H. Parker taxes was the next point considered. According to the auditor's records, Parker made an application for rebatement of his taxes and Commissioners Black, Richardson and Carroll voted for the petition, while Swanson and Torbenson voted against it. Parker's taxes were rebated \$609.02, while the assessed valuation of all other real estate property in the city, with the exception of the banks and the electric light plant, was raised 50 per cent. It is said that this is the second time that Parker's taxes have been rebated.

A. V. Swanson, commissioner from the Fifth District, was called to the stand, and furnished some excellent evidence regarding the rebatement methods employed. Swanson told of a conversation he had with Commissioner Black regarding the rebatement and also the high taxes for the city of Minot. Swanson says that Black remarked that the commissioners had a right to rebate taxes when they wanted to and Minot could go to Hell.

Swanson told how he had asked the commissioners to refer the matter to the city council, under the circumstances, as the Board of Commissioners were not at that time sitting as a Board of Equalization, but this the majority of the board refused to do.

Attorney Greene then took the witness and tried to shake his testimony in cross examination. Swanson was there with the goods however, and made a first class witness. As usual the defense attempted to shoulder the blame of the Parker warrant on Fabrick, but Swanson testified that the commissioners had authorized his making out the warrant and Black signed it.

The next point brought up was the practice of the commissioners in some cases to allow contractors' warrants to cover the discount on the warrants given them by the county for work done. One of these warrants, a certain one given to D. A. Dinnie, for \$44.37, was introduced as evidence. The attorney for the defense, admitted that this was a warrant issued to make up a discount on Mr. Dinnie's bill.

**THE MYSTERIOUS CONTRACT.** Commissioner Black's method of conducting business for the county came out very nicely in Auditor Fabrick's testimony regarding some grading which was done by one of Mr. Black's neighbors, J. Wilson, south of White Earth. A slip of paper introduced as evidence, was purported by Fabrick to be a bill handed to him by Mr. Black at the October meeting, for \$1084. The evidence brought out proved to be interesting and we give a part of it, Auditor Fabrick being on the stand:

Fabrick testified that he was standing in the vault alone and that Black entered and handed him the slip of paper, which was not a regular bill, asking him to draw a warrant for the amount, \$1084.

"Did you draw a warrant for that amount?"

No.

Why?

Because I did not think it was a proper bill.

Was that strip of paper ever audited by the Board?"

I think not.

Did Wilson submit a bid for grading?"

I think he must have.

What did Black say when you refused to sign it?"

He said he would bring in a regular bill.

Did he?"

Yes.

Fabrick here looked at the records and showed that Wilson had put in a bid for grading on Sec. 32, Twp. 156, Rge. 91, at 24 cents per yard.

Did you ever have in the office a bond for the faithful performance of the work?"

Never.

Ever have a contract?"

No, there was none. I never saw one till this morning.

Where did you see it?"

In the pigeon hole of my desk.

Do the commissioners occupy the same room?"

Yes.

Do you know how the contract came to be there?"

No.

Do you always file away the contracts?"

Yes.

Did you say that a verified bill finally turned up?"

Yes.

Who brot it to the office?"

Black.

Did he present the bill to the board?"

I am not certain as to that.

Was that contract in your desk yesterday?"

No, sir.

The defense here attempted to shake the testimony of Mr. Fabrick but without success. Fabrick testified that one of his reasons for refusing to make out the warrant for Mr. Wilson, before a regular bill was presented, was he believed that Black had some sort of graft connected with it. Fabrick had been told that Wilson had not had time to do the grading. The surveyor had not taken the measurement of the grade and Black had brot in the estimates, which had been made with strings thrown across the banks of dirt. Black had said that he did not think it necessary to send the county surveyor out to take the measurements.

### HOW BILLS ARE PASSED.

Fabrick here gave a little racy testimony as to how some of the bills were passed. He said that it was the custom of the defendants to wait until one or two of the other commissioners had left the room before certain bills were passed.

Commissioner Swanson was examined and testified that Black brot in the Wilson bill and said that it was not necessary for the county surveyor to go out to take the measurement. Mr. Thomas, a civil engineer in the employ of the county, testified that he had been given a slip of paper bearing the measurements of the grade. This was handed him by Mr. Black and he had figured out the amount of grad-

ing from these figures.

Deputy County Auditor Wilson was placed on the stand. He testified that he was present when Auditor Fabrick pulled the mysterious contract from the pigeon hole of his desk for the first time.

A good portion of Saturday morning was taken up examining various bills presented by Geo. W. Kemper of the Northwestern Bridge Co. The bills are remarkable in that they are in nearly every case improperly made out and usually with a lead pencil at that.

The bills vary in size from \$1,500 to \$3,000 and all the information that is contained in them is that the amount applies on bridge contract. Usually the voucher on the back of the bill is not filled in and yet the commissioners have allowed a good many such bills to pass.

A bill of \$37.50 presented by the Minot Optic was given in evidence. Auditor Fabrick stated that the records never show who vote for or against bills, for usually the chairman does not call a roll. If bills are allowed or rejected, he marks them so.

The state offered in advance a second bill of the Optic. The auditor testified that when the bill was first presented, it consisted of but one page, while the bill was taken from his office and when returned, it had the second page attached. This was the famous Optic bill containing among other items, a charge for \$389.90 for 150 court calendars.

The bill as first presented was allowed by the commissioners, and a warrant was drawn for the amount, \$389.90.

At the next meeting of the Board of Commissioners, it was moved by Carroll and seconded by Richardson that a resolution be passed, whereas a warrant was issued July 11, '05, to the Optic for court calendars, for \$389.90, and the same being an unduly high price, and escaped the notice of the board of county commissioners by their rush of business, the county auditor be instructed to recall the warrant for \$389.90 and a new one issued for \$267.40, including a charge of \$150 for the court calendars. Such a resolution was carried, Swanson voting "No."

Fabrick here testified that about that time the voucher disappeared but was later returned by Commissioner Carroll. Fabrick presented the stub of the Optic warrant for \$389.90 dated July 8th, 1905, and also the stub of the warrant dated Oct. 2d 1905, and for \$267.40. This latter sum was paid to R. C. Sandborn as Receiver of the Minot Optic.

The witness stated that the former warrant had been returned. Judge Goss questioned the witness closely as to the date of the issuance of the warrant and found that it was on Saturday July 8th, OR TWO DAYS BEFORE THE COURT CALENDAR HAD ACTUALLY BEEN COMPLETED AND TURNED OVER TO THE CLERK OF THE DISTRICT COURT.

Mr. Fabrick stated that the second page of the bill was attached after the first page had been allowed. All stationery for the county was supposed to be delivered and with Mr. Smith, he checked it up and delivered it to the proper office. This had been his instructions from the commissioners.

In the case of the Optic's famous court calendars, however, Fabrick had not seen their bill nor the calendars. He was asked to point out the items in the two Optic bills which he believed had been charged twice. He selected 5,000 Memo heads, bearing different dates, and was almost positive that but one lot had been delivered at the court house.

Deputy Wilson testified that he had filed the original bill and drawn up the warrant. The bill was taken by Carroll and when he returned it, it had another sheet attached. Carroll stated that he had had the Optic's bill "itemized." He told Wilson he had better O. K. the itemized bill and Wilson did so. Wilson knew that the items had been furnished at the court house, but was not aware of any duplicate charges. He did not however O. K. the court calendars.

### McKEEVER O. K.'S THE BILL.

C. F. McKeever, former Deputy Clerk of Court testified that on a certain Saturday when Clerk of Courts Smith was at the Shorb farm north of Surrey, Richardson and Carroll stopped him just as he was leaving the court house and asked him to O. K. the bill for the famous court calendars. McKeever had been told by Smith not to O. K. the bill but after they had coaxed him for five minutes or so, he did put his O. K. on the bill, and that is how the warrant for \$389.90 came to be written. McKeever says that at first he refused to O. K. the bill. His office had instructions from Mr. Black himself not to O. K. any

## ...Our Repair Department...

Do you know that we have one among the best repair departments in North Dakota, equipped with up-to-date tools and machinery and stock of material and repairs that a city shop need not be ashamed of?

A pretty broad assertion, but it is a fact, nevertheless, and

## Twenty Years at the Bench

has taught us the "why's and wherefore's" necessary to handle it successfully. That it is a success is shown by the constant stream of Watches, etc., that is daily being brought to us for repair.

### Our Motto is:

"We'll Do It Right or Not at All!"

**W. H. Reighart,**  
The Minot Jeweler.

Time Inspector for Great Northern Railway.

bill until the goods had been received.

**PORTION OF McKEEVER'S TESTIMONY.**

Did you make any objection?"

A good deal.

What did they say?"

Said Heiner needed the money to pay for paper.

Was that what induced you to O. K. the bill?"

It was.

J. E. Smith, clerk of court testified that the Optic had actually delivered 137 calendars. He had instructed McKeever not to O. K. Portion of Smith's testimony:

Why did you tell the clerk not to O. K. the bill?"

Because I had been told that it would be presented before the goods were delivered, and the chairman of the board Mr. Black had told me not to O. K. any bill until the goods had been delivered. I had heard Mr. Carroll and Mr. Heiner speaking of the bill. Heiner said he needed the money and had to have it. The goods were about to be delivered. Heiner came to my office and wanted me to take a ride with him. I went with him. (Here Smith was asked if Heiner had any beer with him, and replied, "Only what he had inside of him.")

When McKeever saw Smith Monday morning he said, "I have done just the thing that you told me not to do." He stated that Carroll, Richardson and him had drunk a glass or two of beer. That they had told him that if Smith was here he would O. K. the bill, and that is how he came to do it.

Mr. Smith being asked if Heiner had anything to say regarding the bill while out riding with him, he answered, "Yes, he said that the bill was high at this time, but he had to have the money to pay on a note, at this time, and that made the bill high. Black told me to take the job of printing the court calendars to the Optic."

**PALMER TELLS OF CROOKED WORK.**

E. A. Palmer, one of the former owners of the Minot Optic and Heiner's partner at the time the court calendars were printed, gave some very important testimony, which threw much light on the entire situation. Palmer told how Carroll came to him and wanted him to get the warrant for \$389.90 or the payment for the calendars, back, because there was such a terrible howl going up in the county. It would not do to

spread in the county. Palmer informed Carroll that the warrant had already been deposited in the Second National Bank, and as the Optic was already behind in its account with the bank, it would be impossible to secure its return. Palmer says that neither he nor Heiner had the money to get the warrant back. Palmer said, "We had another bill against the county for nearly \$50 and Carroll said I could put the court calendars in at \$150, attach the \$50 bill and then if the bill was not large enough, we might swell the amounts. I got the job book and began copying down the jobs (here the original job book was produced in evidence.) July 8, for that was pay day. Well I figured out on a piece of paper the different items from this job book. There were four dozen short hand books that cost us \$1.50 and we did not do any work to them at all. We had them charged at \$7 and Carroll said we should make them on the bill at \$10.00. So I put down \$10.00. Then we had 200 memo circulars booked \$36.00. At Carroll's suggestion the price was raised to \$10.50. Then there were 200 No. 12 Manila envelopes. These were raised from \$6 to \$8. Then there were 1000 Citizens papers for the clerk of court. When we had them marked at \$2, and Carroll said that I should figure them in at \$26.

"Were there any amounts inserted in that amended bill that had been paid for?"

"Four items, I believe."

"At whose suggestion?"

"Carroll's."

(Continued on Fourth Page.)

LET US BOND YOU.

Surety on Bonds.

Those who are required to give bonds in positions of trust, and who desire to avoid asking friends to become their sureties, or who may wish to relieve friends from further obligations as bondsmen, should apply in person or by letter to

JOHN H. LEWIS, AGT.,  
MINOT, NORTH DAKOTA.

AMERICAN SURETY COMPANY  
OF New York.

CAPITAL, \$2,000,000

## A MERCHANTS BANK.

Merchants in and out of town will find it convenient to do your banking business with us. We are **Conservative, Safe and Obliging** in our business transactions.

We Pay Interest on Time Deposits.

## UNION NATIONAL BANK, OF MINOT.

Capital \$50,000.00

DO YOU ENJOY GOOD COFFEE? Try MINOT BRAND. Sold only in one and two pound cans by all Grocers.

IN WEST MINOT YOU CAN BUY A WHOLE BLOCK FOR THE PRICE OF ONE LOT IN OTHER PARTS OF THE CITY.

KULAAS & BRAUER, MINOT N. D. THE COMING RESIDENCE QUARTERS OF MINOT. BUY A BLOCK IN WEST MINOT.