

STANDARD OIL WAYS EXPOSED.

False Gauges Were to be Used
To "Drive the Enemy From
The Field."

SAID EX-MANAGER MORGAN.

Refused to Comply With Instructions
—Were to be Used Only in
"Extreme Cases."

St. Louis, Mo., Nov. 23.—Inquiry into methods of the Standard, Republic and Waters-Pierce Oil companies in Missouri was resumed today before Special Commissioner R. A. Anthony. This will be the last hearing conducted in St. Louis until after the supreme court has decided whether Atty. Gen. Hadley has the right to compel the oil companies to produce their books or make their officers testify.

William A. Morgan, former manager of the Standard Oil company at Sedalia, Mo., testifying, said that the Standard Oil company issued orders to its agents to under sell competitors at all hazards. He asserted that upon one occasion he was supplied with false gauges to be used in the attempt to "drive the enemy from the field."

Morgan's testimony created a sensation, and the Standard Oil attorneys offered frequent and vigorous objections.

Morgan testified that he went into the employ of the Standard Oil company Jan. 15, 1898, as a salesman. Soon after he was made a resident manager of the company with headquarters at Sedalia. In his jurisdiction was included Randolph, Sheridan, Noward, Cooper and Benton counties. He was not permitted to sell oil outside of this territory.

His reports were sent to G. W. Mayer, who had charge of the Standard Oil interests in Missouri.

"When I took charge of the Sedalia office," said the witness, "the Standard Oil company controlled 50 or 60 per cent of the business in that territory."

"Inside of a short time I had taken the business away from competitors and the Standard, before I severed my connection with it in 1901, controlled 90 per cent of the trade in the Sedalia territory."

"I was told to go into the field of our enemy and destroy our competitors," continued Morgan. "I was ordered to sell all goods possible—to cut prices wherever necessary. The Waters-Pierce company sold within 15 miles of Sedalia, and I was not allowed to go into their territory."

Morgan was then asked to tell if he knew of other methods resorted to by the Standard business cutting prices to get business or kill off competition.

There's a difference in advertisements.

Also in tea.

Your pocket relative your money if you don't like Schilling's idea.

Facing Starvation

Perhaps you find yourself in a position where you have given up all hope of ever enjoying a hearty meal without having to pay a penalty.

But don't give up hope. Read what one of many thousands of sufferers has given testimony to:

"I want everyone to know how Rexall Dyspepsia Tablets helped me. I suffered with stomach trouble for two years, and was in a terrible condition. I had lost thirty pounds in weight and looked twenty years older than I am. I was half starved, for nothing that I ate seemed to give me strength. A friend told me of Rexall Dyspepsia Tablets, and after taking three boxes, I believe I am cured. I can eat anything without the least discomfort; my complexion has become clear and I am rapidly gaining flesh.—Mrs. M. J. SEVANSON, Minneapolis, Minn."

If you are losing flesh and becoming weak and irritable, if your food distresses you, or if you are unable to sleep, get a box of Rexall Dyspepsia Tablets. The cost is trifling, twenty-five cents a box, and even that amount we will refund if you are not satisfied.

SMITH DRUG CO.

THE **Rexall** STORE

A REASON

Dyspepsia is due to a disordered state of the stomach. "Bile" collects in large quantities and the stomach while in this condition cannot perform its natural function. The body cannot extract nutriment from the undigested food and consequently no new blood is formed. Extreme weakness, emaciation and chronic suffering is the inevitable result.

Rexall Dyspepsia Tablets disperse the surplus "bile," soothe the disordered nerves and gradually restore the stomach to its normal health and strength.

Our name and reputation in this community is back of the statements made in this advertisement. We could not risk putting it here did we not know the formula of Rexall Dyspepsia Cure and the other 190 Rexall Remedies.

He answered that the company furnished him with barrel gauges by which he would be able to show a customer that a competitor sold "short" barrels.

"Did you use those gauges?"

"I did not."

"Why not?"

"Well, I did not think it was proper to use them."

"Who were your instructors?"

"I was told by Mr. Mayer to use gauges only in extreme cases—that is, where a competitor could not be driven out by other methods or where other arguments failed to induce the merchant to buy from us."

"To what extent would these gauges indicate a barrel of oil was short when applied to a barrel sold by a competitor?"

"From four to five gallons."

"Why did you refuse to carry out instructions sent to you in regard to these gauges?"

"I had personal reasons."

"What were they?"

"Well, because I thought these gauges were being used with fraudulent intent. In the first place good salesmen could show by sharp manipulation that barrels were short."

THOMAS RYAN RESENTENCED.

St. Louis, Nov. 23.—For the first time in the history of the state, a federal prisoner was yesterday resentenced. The prisoner was Thomas

Ryan of Kansas City, who, Nov. 16, was sentenced by the United States district court to 14 months in the state penitentiary. He yesterday received the same period of servitude in the federal prison at Fort Leavenworth, Kan. The state sentence was revoked.

The action was taken in pursuance of an order issued by the attorney-general, directing the district attorney to apply to the district court for an order by which federal prisoners would, in the future, be sent to federal instead of state prisons. Ryan was convicted of passing counterfeit money in St. Louis and in Kansas City. He claims that he is a member of a gang of counterfeiters with headquarters in Kansas.

Cured Consumption.

Mrs. B. W. Evans, Clearwater, Kan., writes: "My husband lay sick for three months. The doctors said that he had quick consumption. We procured a bottle of Ballard's Horehound Syrup, and it cured him. That was six years ago. Since then we have always kept a bottle in the house. We cannot do without it. For coughs and colds it has no equal." 25c. per bottle. Sold by Z. C. M. I. Drug Dept.

Itchiness of the skin, horrible plague.

Most everybody afflicted in one way or another. Only one safe, never failing cure. Doan's Ointment. At any drug store, 50 cents.

BURTON'S MOTION TO DISMISS DENIED

Defense Held He Was Only Accountable for Agreeing to Accept Compensation.

DAMAGING EVIDENCE ADDUCED

Charles H. Brooks Testified Senator Was Willing to Represent National Securities Company.

St. Louis, Nov. 23.—In a lengthy extensive opinion, United States Circuit Judge Willis Vandevanter overruled a motion to dismiss all the counts in the indictment against United States Senator J. Ralph Burton, charged with having agreed to accept, and having accepted, compensation to act as an attorney for the Rialto Grain & Securities company before the postoffice department at Washington, which was filed by the district attorney following the close of the government's case today.

Judge Vandevanter said that the definition of the word "agreement" bore pertinently upon this contention, and went deeply into both the legal and commercial meanings of the word. He held that the agreement was not consummated until the representative of the Rialto company, who had conducted the negotiations with Senator Burton on the train en route from St. Louis to Chicago, had returned to St. Louis, and Burton's proposition had been accepted by the Rialto company.

Atty. Lehmann had held that the mere advising by Senator Burton to accept compensation was all that he (the defendant) was accountable for, and that that had occurred in Illinois.

Judge Vandevanter then denied the motion and allowed an exception to the decision.

One of the most important witnesses brought forward by the government was placed on the stand today and the testimony adduced was regarded as very damaging to Senator Burton. The witness, Charles H. Brooks, did not appear at the former trial. His testimony was to the effect that Senator Burton had been introduced to him on the recommendation that he employ the senator, who would, it was stated, be a valuable man for him, in the light of a pending investigation by the post-office department of an investment concern of which he was president.

Brooks testified that at a conference between Senator Burton, R. Y. Kastor and himself, Senator Burton was introduced by Kastor, who said the senator was willing to represent the National Securities company. Brooks said that he did not see how the senator could be of any use to him.

"Kastor replied," continued the witness, "here is the man," pointing to Burton, "who defeated your fight against Maj. Dennis, president of the Rialto company, by preventing the issue of a fraud order by the postoffice."

"I replied that in that case it might be well to employ Senator Burton," Kastor said to me that his speculative companies in St. Louis were under investigation, and that trouble might be made for me.

"There was some general discussion between myself and Senator Burton as to the terms and other matters, but no definite arrangement was reached."

The government also brought out the fact that Brooks is now awaiting a decision of the court of appeals on his

conviction on a charge of conducting a scheme to defraud in connection with the National Securities company.

The first witness today was Hector C. McLaue, former comptroller of the Rialto Grain and Securities company, who testified that he was introduced to Senator Burton in the office of Vice-President Mahoney of the Rialto company on March 28, 1903, and was told by Mahoney that the senator had tendered his resignation and severed his connection with the company.

Witness said Mahoney told him Senator Burton had been paid to date, and that in view of the fact that there had been nothing doing for some time past and that everything had been cleaned up in the postoffice department, the senator felt he was not earning his fees.

Mr. McLaue also quoted the following statement, which he testified Senator Burton made in his presence: "Before leaving Washington, I (Senator Burton) visited the department and there learned that there were no complaints against the Rialto company."

On cross-examination the defense attempted to show that the testimony of Brooks was secured by certain promises of money made by the federal authorities. Brooks denied this.

The government then asked permission from Judge Vandevanter to introduce one absent witness upon his arrival in the city and with this exception the prosecution had completed its case.

Atty. Lehmann objected, claiming the defense had the right to know the prosecution's entire case before attempting to controvert it.

Judge Vandevanter ruled that if the witness was on hand at the reconvening of court at 2 p. m. he could be heard, but at that hour the defense should begin.

Immediately upon the reconvening of court today, after the noon recess, Atty. Lehmann, leading counsel for the defense, questioned the jurisdiction of the court in regard to the counts Nos. 1, 2, 3 and 4 of the indictment, which charge that an agreement was made to receive compensation within the limits of the Eastern district of Missouri and also asked that the other counts which charge that Senator Burton accepted compensation be dismissed.

Atty. Lehmann divided his arguments into two parts, the first taking cognizance of jurisdiction. He rested the testimony of witness T. B. Harlan, who described his conversation with Senator Burton while within the boundaries of Illinois on a train en route from St. Louis to Chicago, when Senator Burton submitted his proposition to act as an attorney for a salary of \$500 a month.

"The defendant in this case agreed then to accept compensation and was not responsible for the act of the Rialto Grain and Securities company, which accepted the terms of the agreement in St. Louis," continued Atty. Lehmann.

"The defendant is responsible alone for agreeing to accept, according to the statute. There is no question of guilt in regard to the action of the Rialto company in offering compensation or in accepting an agreement to receive compensation."

Mr. Lehmann argued that the word "agreed" must be considered to mean "agree," that is, to express a willingness to receive and not in the sense of a contract.

"The notification that Senator Burton's proposition had been accepted, which it seems to me is an important factor," continued Atty. Lehmann, "was sent to Burton at Washington, D. C., after Harlan had returned to St. Louis."

"Had Senator Burton at any time previous to the receipt of this notification sent a telegram calling off negotiations, there would have been no offense. Even if upon the receipt of this letter he had replied he would have nothing to do with the matter, he could not have been indicted on this charge. It was not until he had passed this point, until after receiving this notification he had answered it by accepting, that he became bound by his agreements."

When Atty. Lehmann had concluded Asst. United States Atty.-Gen. Robb started to reply to the arguments add-

vanced, but Judge Vandevanter intervened by saying:

"In the light of my understanding of the case I do not think it necessary for you to reply."

Judge Vandevanter then entered into an extended oral opinion concerning the motion to quash the counts of the indictment, and overruled it.

Following Judge Vandevanter's

opinion Postoffice Inspector Price and Thomas B. Harlan were placed on the stand by the prosecution. As objections made by the court to comparatively all the witnesses asked by Atty. Lehmann much delay.

Court then adjourned until tomorrow morning.

Gardner Daily Store News.



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A few moments in that department will dispel the question.

You'll see Overcoats of all descriptions within the bounds of fashion and reliability.

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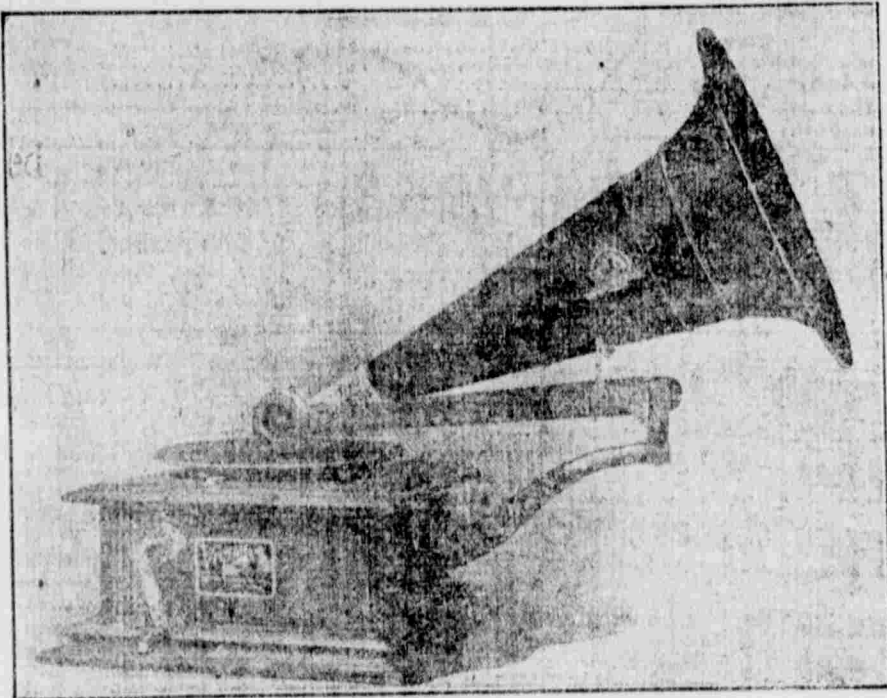
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\$35.00



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