

CASH FOR RIVERS AND HARBORS

Waterways Appropriation Bill Carrying Forty-Two Millions Introduced in House.

WILL COME UP MONDAY

Effort Will Be Made to Expedite Its Passage.

LARGELY AN ANNUAL BUDGET

Contemplates Stated Amounts Yearly for Certain Projects.

PLANS FOR THE MISSISSIPPI

Six Feet Channel St. Paul to St. Louis, Eight Feet to Cairo and Nine Below that Point—Million for the Missouri.

WASHINGTON, Feb. 11.—Waterway projects throughout the country at a cost of \$425,575,000, of which \$7,300,000 is for continuing contracts, are provided for in the rivers and harbors appropriation bill reported to the house today by the committee on rivers and harbors. The bill will be called up in the house Monday in an effort to press the measure to passage as expeditiously as possible. The \$7,000,000 odd outside the cash appropriations is for expenditures which hereafter may be made under the continuing contract system. The bill is theoretically an annual budget, although no regular rivers and harbors bill has been reported since that approved March 2, 1907.

All the projects already under improvement aggregate \$231,747,000, including the Mississippi river from Cairo to the head of the passes. Further projects favorably reported by the engineers, but not yet adopted by congress, amounting to \$7,548,000, or a total of \$239,295,000, including the projects provided for under the present bill, which would leave \$20,000,000 yet unacted upon, if congress adopts the present measure.

The total amount required to complete adopted projects, except the Mississippi river, foots up \$70,820,100, and for the Mississippi river \$17,661,650, from the mouth of the Missouri to the mouth of the Ohio; \$1,500,000 thence to St. Paul and \$69,550 from St. Paul to Minneapolis.

Projects Unfinished. Besides this cost of projects, which congress, having started, presumably intends to complete, is estimated at \$9,346,000 and the canalization of the Ohio for a nine-foot depth, practically adopted in the bill approved March 3, 1906, is placed at \$20,200,000, making a total of \$177,037,400, which "congress" may be considered as committed to.

Norfolk, Va.; Mobile, Ala.; New York harbor, the great lakes, the Detroit river and other sections receive great attention. The bill provides not only increased appropriations for the improvement of the Mississippi, but fixes a time limit within which permanent improved channels shall be completed. The policy adopted by the bill for the Mississippi river between Cairo and the gulf anticipates an expenditure of \$4,000,000 each year for twenty years, which will complete a permanent improved nine-foot channel from Cairo to the gulf.

Of this \$4,000,000 this year half is carried in the sundry civil bill, which will be taken up soon by the appropriations committee. The middle Mississippi from the mouth of the Missouri to the mouth of the Ohio will have a permanent eight-foot channel 3,500 feet wide in twelve years under the provisions of the bill. To enable completion in twenty years of the six-foot channel of the upper Mississippi from the Missouri river to St. Paul the bill carried \$500,000 in addition to a like amount to be carried in the sundry civil bill.

Million for Missouri. The Missouri river gets \$1,000,000 and for the Ohio approximately \$5,000,000 a year for twelve years is contemplated. The bill provides for a board of engineers to consider co-operation with the Illinois authorities for the waterway from Lockport to the mouth of the Illinois river, though the proposed appropriation of \$1,000,000 for this waterway is not yet made available pending further affirmative legislation by congress.

An appropriation of \$150,000 is made for compensating work under the Puget Sound-Lake Washington waterway, the Lake Washington canal, which is to provide for commercial, industrial and naval and military uses, a harbor near Seattle with about 25,000 acres area and 100 miles shore line, and contracts to the extent of \$2,150,000 for its completion are authorized, conditioned on local co-operation. The bill also includes \$500,000 for examinations, surveys and contingencies of rivers and harbors, \$200,000 for emergencies and \$50,000 for a permanent international commission of congress of navigation.

CANDY BUTCHER LOSES TEETH IN COLLISION ON WABASH. Two Passenger Trains Come Together Near Des Moines—Engineer May Die.

DES MOINES, Ia., Feb. 11.—Engineer William Rucker of Moberly, Mo., was probably fatally injured and three others were badly bruised in a head-on collision of two Wabash passenger trains near Des Moines today. Arch Bishop of Blue Earth, Minn., is traveling on the train, and was also George Death of Des Moines. The newboy was knocked through a window and lost his teeth. The failure of the airbrakes on the train, which left Des Moines at 7 o'clock, to work was responsible for the crash. The other train was incoming, due here at 8 o'clock.

PRINTING CLERK AS LOBBYIST. Senate Employee Who Promoted Postmaster's Claims Resigns.

WASHINGTON, Feb. 11.—William Turner of Oregon, printing clerk of the senate, has resigned. It was brought out during the recent investigation of postmaster's claims for extra allowances between the years 1864 and 1874 that Mr. Turner had been active in promoting them.

Adverse reports were made upon all of the resolutions bearing upon those claims. It is stated that inquiry as to the government printing office disclosed that a delay in settling the reports was due to orders from Mr. Turner and this fact resulted in the resignation.

Ludden Has Few Words for Mr. Crabtree

Secretary of State Board of Education Replies to Charge Made by Deposed Principal.

(From a Staff Correspondent.) LINCOLN, Feb. 11.—(Special.)—Luther P. Ludden, secretary of the State Board of Education, today issued a lengthy statement in which he defends the action of the board in asking for the resignation of Principal Crabtree of the Peru Normal school. Mr. Ludden says bluntly that Prof. Crabtree is to blame for the trouble; that he received word that he was to resign, but he did not do so; that he persistently ignored Dr. Shelhorn, the resident member at Peru, and conducted the school and administered its finances in his own way, regardless of the rules made by the board. The trouble, according to Mr. Ludden, began a long time ago when he came up over the fees paid by students and the form of receipt to be used. In 1908 a form of receipt was adopted, the committee devising it being composed of Mr. Ludden, Principal Crabtree of Peru and Principal Thomas of Kearney. After its adoption the receipt was used at Kearney, but not at Peru. On one occasion, when the board had declined to give permission for the employment of a music teacher at \$100 per month at Peru, Prof. Crabtree employed the teacher and paid the salary out of fees collected from students, and the employment has continued ever since, despite the action of the board. Similar incidents are related, and some examples of the business management of the Peru Normal school are set out to indicate the capacity of the principal for his control.

In defense of the board, Secretary Ludden says that frequently when these matters came up for action someone would argue that Crabtree was such a strong school man that he ought not to be disturbed and that the board should overlook some things. This argument has always prevailed. As to the politics in the case, he points out that as soon as Shelhornberger was elected, with a democratic legislature behind him, Crabtree went over to the democrats and aided in passing a bill to overturn the State Board of Education and put in a democratic arrangement. This proved a failure, as the supreme court decided against the new and in favor of the old board. If the matter has political bearing it is not the fault of the board that the principal is on the wrong side.

If "the fight has only begun," as Prof. Crabtree is quoted as remarking, Secretary Ludden promises to make some further disclosures that will give full details of certain proceedings before the legislature and in other ways. All Contracts Enforceable. "The world is not producing enough cotton for its use," he declared. "This year it is producing 3,000,000 to 3,500,000 bales less than it consumed last year. There has never been a time in the history of cotton when there has been more anxiety regarding the price of cotton than there is now. This will continue until the world normally produces more for its needs, or the needs are brought down to the production."

Fight of Court With Senators Postponed Week

Hearing Which Three Senators Refused to Attend is Continued by Judge.

WASHINGTON, Feb. 11.—Whether the joint congressional committee on printing is an executive branch of the government outside the jurisdiction of the courts will not be decided primarily, at least, for two weeks. Justice Wright in the supreme court of the United States today granted an adjournment for that period in the mandamus proceedings brought against the committee by the Valley Paper company of Holyoke, Mass., citing it to show cause why the bid of the company to furnish paper for government printing should not be accepted.

Frees Lincoln of Charge of Fraud

Foreman of Famous Armstrong Trial Clears Almanac Story Just Before Death.

BOONE, Ia., Feb. 11.—(Special Telegram.)—Milton Logan, 31, aged 91 years, died this morning at 4 o'clock of old age. He is survived by a widow and six children. He was a personal friend of Abraham Lincoln and also foreman of the jury in the famous Armstrong murder trial, in which Lincoln took the defense of Widow Armstrong's son, who was charged with murdering a German resident. One witness swore he saw Armstrong strike the man by the light of the moon. Lincoln cross-examined the witness, got him to repeat his story, then, according to the story, produced an almanac showing there was no moon on that night, thus freeing Armstrong. Later it was claimed Lincoln had the wrong almanac and changed the date, but Mr. Logan before his death denied this, saying he personally examined the almanac. The funeral services will be held Sunday afternoon.

Dr. Vance Says High School Janitor Has Not Typhoid

"Joseph Carnaby, janitor at the high school, has not got typhoid fever. I am attending his case and I never reported it as typhoid. I never told anyone, newspaper reporter or other, that he had it. This is the statement of Dr. J. H. Vance, the physician attending Mr. Carnaby, who was heralded by an evening paper Thursday as a typhoid victim, in the course of his persistent pro-typhoid campaign. Dr. Holvethier, member of the Board of Education, asked The Bee if it wouldn't publish this statement merely as a matter of truth, so that parents reading the other paper might know that Mr. Carnaby's sickness was not typhoid and might be allayed in any excitement about the malady existing at the high school. "We should be frank about a thing as serious as typhoid fever," says the doctor, "and even if it is not the habit of some to utter the truth on other occasions, they should all be honest in this. "The fact that Mr. Carnaby's own physician says he is not afflicted with typhoid and that he never gave anybody the least excuse for saying he was, ought to be sufficient. "I hope the parents whose children are in the high school will not be misled by the deceptive and baseless reports."

HIGH IDEALS ON COTTON CHANGE

Vice President Marsh Resents Question as to Any Cotton Exchange

EXCHANGE R ENFORCED

Deals in Which Delivery is Not Made Are Iniquitous.

DECLINES TO GIVE DETAILS

Insists that All New York Contracts Amount to Delivery.

COTTON CROP IS SHORT

Production this Season, He Says, is Over Three Million Bales Less Than Consumption Last Year.

WASHINGTON, Feb. 11.—"I regard that question as an insult to me and to every member of the Cotton exchange," declared Vice President Arthur R. Marsh of the New York Cotton exchange at today's hearing before the house committee on agriculture on the anti-option bill.

Representative Sims of Tennessee had asked Mr. Marsh if there was any way of eliminating transactions which did not contemplate actual delivery, causing, in effect, business in contravention in the regular rules of the exchange.

Mr. Marsh, with livid face, emphatically resented any imputation that members of the exchange countenanced fraud and cheating.

Mr. Sims explained that what he meant was whether the business could not be so conducted as to eliminate gambling, "not that Mr. Marsh or other members are consciously guilty of such practices."

Against All Iniquity. "I am against all iniquity," declared Mr. Marsh. "I pronounce all undertakings entered into by any human being with the intent of not fulfilling that which he undertakes to do as iniquitous, and when in business circles is that an honorable man, holding an honorable position in the business community, is neither a fraud nor a cheat?"

Mr. Marsh described the members and functions of the exchange and admitted that there were some speculative transactions. He insisted that the present system of transactions amounted to actual delivery, but declined to furnish any details of his own business to show just how much actual delivery was performed under his contracts.

All Contracts Enforceable. "The world is not producing enough cotton for its use," he declared. "This year it is producing 3,000,000 to 3,500,000 bales less than it consumed last year. There has never been a time in the history of cotton when there has been more anxiety regarding the price of cotton than there is now. This will continue until the world normally produces more for its needs, or the needs are brought down to the production."

Chairman Scott asked if there was much speculation in cotton on change or by its members by entering into contracts for purchase or sale of cotton with the hope of profit.

"There is no member of the exchange," was Mr. Marsh's reply, "whose entire fortune is not responsible for his contracts with fellow members."

Cotton Crop Short. Mr. Scott read a letter from H. L. Seales of a New York firm, charging the cotton exchange contract as a menace. Mr. Marsh agreed that spinners could not afford to buy future contracts on the New York Cotton exchange unless they exercise mercantile functions.

"Then how can the New York merchants furnish the spinners with cotton?" asked Mr. Scott.

"The spinner," replied Mr. Marsh, "gets his from the merchant, who has the true New York stock scattered from one part of the world to another. The New York cotton is all the cotton in the world against which contracts have been sold to buyers in New York. Every contract on the New York exchange," he insisted, "is enforceable and legal."

Mr. Marsh characterized the Scott bill to regulate cotton exchange transactions as futile and unconstitutional.

ADVENTISTS SEEK NEW SITE

Swedish Department Will Be Transferred from Union College, Near Lincoln.

CHICAGO, Feb. 11.—(Special Telegram.)—The executive committee of the general conference of Seventh Day Adventists are seeking a site near Chicago for a proposed Swedish seminary. When built the Swedish department of Union college at Lincoln, Neb., will be transferred to the new institute. It is planned to afford the students training in practical agriculture and fruit growing.

THREE HURT IN COLLISION

Two Freight Trains Come Together on Kansas Pacific in Kansas.

OTTAWA, Kan., Feb. 11.—Three trainmen were injured when Missouri Pacific freight trains No. 88 and 87 collided head-on near Garnett, Kan., early today. The injured men were Engineer White, Fireman Loran and Brakeman Belsbort, all of the eastbound train.

Four cars were wrecked and sixty mules in one of the cars were killed.



From the New York World.

TELLS STORY OF BRIBERY

Senator Benn Conger Says He Gave Three Legislators \$6,000.

ALIDS SHARE WAS \$1,000

Details of Alleged Corrupting of New York Assembly in Behalf of Bridge Concerns Told on Stand.

ALBANY, N. Y., Feb. 11.—Senator Ben Conger told the senate in detail this afternoon how Senator Jonathan P. Allds demanded a \$1,000 bribe nine years ago when they both were members of the assembly and how Allds got it.

The voice of Allds' accuser, tense and loud, penetrated to the farthest corner of the great chamber. Slowly he laid before his colleagues a story of legislative corruption which even the previous revelations of the investigation failed to parallel.

His story agreed in every point with that of Hiram G. Moe. He told how he and Moe delivered \$6,000 to three legislators to protect the bridge interests. Then he fixed his eyes on Allds and concluded as follows:

"And Mr. Allds came out and passed me, saying, 'I guess it's all right, Conger. It feels good.'"

Conger added that none of the persons involved in the transaction other than Mr. Allds are members of the legislature now.

In 1901 he was a merchant in Groton, in the firm of Jay Conger & Co. At that time he was not active in the bridge business, holding only \$1,000 stock in the concern. His three brothers, however, were active in the bridge business.

Conger said that in 1901 he was a member of the assembly and on the committee on internal affairs. He had several conversations in that year with Allds, who was also a member of the assembly, regarding highway legislation.

Directed to relate a conversation the witness said:

"Allds said to me, 'Benn, you think you have got the bridge bill bottled up in the internal affairs committee. Don't forget the rules committee takes hold soon. I understand there's something doing on that. You had better get the American bridge people up here and see the rules committee.'"

Conger next told of introducing Allds to his brother. The witness said:

"He told my brother that the bridge bill was one of the 'good things.' He said: 'We fellows up here have to have some expense money.'"

"My brother said he did not want the bill to pass, as it would hurt his business."

"Mr. Allds said the rules committee would want \$5,000 to kill that bill. My brother said that was too high and said he would give \$1,000."

"Mr. Allds said that for \$1,000 he would do what he could as a member of the committee, but he could not say what the other members would do."

Ballinger Case Postponed Until Monday Morning

Committee Adjourns After Informal Session at Request of Attorney Brandeis.

WASHINGTON, Feb. 11.—After a session lasting less than an hour, during which the future conduct of the case was informally discussed, the Ballinger-Pinchot congressional investigating committee today granted the request of Attorney Louis D. Brandeis for an adjournment until Monday next, at 10 a. m.

Louis R. Glavis, chief witness for the prosecution, was not present when the committee met. Mr. Brandeis telegraphed from Springfield, Ill., requesting the adjournment.

George W. Pepper, attorney for A. C. Shaw and Overton W. Price, who were dismissed from the forest services along with Gifford Pinchot, requested that a letter written by them to Mr. Pinchot be read as their testimony and that they be excused, to permit of their leaving the city informally and to decide on Monday whether either Price or Shaw shall be called as a witness.

One of the witnesses present today was Henry M. Hoyt, attorney general of Porto Rico, who reached the city today in response to a request from the committee.

Mr. Hoyt has been mentioned several times by Glavis as having given him advice on matters affecting the Alaska coal land cases. Mr. Hoyt at the time being the special attorney for the United States.

The committee has invited the editors and publishers of all the magazines that have recently been attacking Secretary Ballinger to appear and present any facts in their possession.

Thus far two of the publishers have definitely declined, saying they had no information first hand in the matter, while a third has stated that he thought Mr. Glavis and Mr. Pinchot would give the committee more than he himself could produce, although he stood willing to appear if requested.

Some of the witnesses, especially those summoned from the west, are suffering much inconvenience because of delays in the hearing.

RUMOR IN NEW YORK THAT ASTORS MAY BE RECONCILED

Mrs. Astor Fails to Make Usual Application for Final Divorce Decree.

NEW YORK, Feb. 11.—Lawyers in the suit brought by Mrs. John Jacob Astor for divorce from Colonel John Jacob Astor had nothing to say today regarding the report that the Astors may be reconciled.

The report arose from the failure of Mrs. Astor's counsel to apply within the last three days for a confirmation of the interlocutory decree granted by Justice Mills. It is the custom for counsel to apply at the earliest moment to the court to make final the decree of divorce. Mrs. Astor is now in Europe and Colonel Astor left the city yesterday.

The divorce proceedings were conducted last fall before Justice Mills and no names were mentioned that would make difficult a reconciliation.

NEW YORK, Feb. 11.—In a determined effort to prevent the attorneys for the Ohio and Independent Telephone companies from calling J. Pierpont Morgan to the witness stand in the hearing before a notary here, his counsel today revealed just what the famous financier had to do with the \$7,000,000 deal. It shows how easily and quickly great financial matters are handled in Wall street.

"H. P. Davison, a partner in the Morgan firm, was the only one who knew of the transaction," said one of Mr. Morgan's lawyers. "After he had made all arrange-

JOHN A. SCOTT PASSES AWAY

County Commissioner Dies at Omaha General Hospital of Heart Trouble.

PRESIDENT OF ROD AND GUN CLUB

Deceased Taken to Hospital Week Ago and Death Hourly Expected—Resident of City Twenty Years.

John A. Scott, member of the Board of County Commissioners and president of the Rod and Gun club, died Friday afternoon at the Omaha general hospital at 3:30 o'clock, finally succumbing to a disease against which he had made a gallant fight and against the attack of which he had lived days longer than it was supposed he could.

Mr. Scott had been ill with arterial sclerosis, an affliction of the heart, which is an ailment of slow progress, for a time. He first went to the hospital January 6 and remained about two weeks. Then he recovered sufficiently to attend one regular meeting of the Board of County Commissioners and one committee meeting. During this short period he resumed living at the Millard hotel.

Becoming ill again, he returned to the hospital a week ago, and for three days grew rapidly worse. Early this week it seemed as though he could hardly survive each hour. Physicians, by administering oxygen, were able to prolong life one week.

He was conscious part of the last few days and his dying hours were comforted by the presence of a sister, James M. Lavery of Westport, N. Y., another sister, Miss Isabelle Scott of Merchantville, N. J., and two brothers, Herbert Scott of Camden, N. J., and Theodore W. Scott, who is a pharmacist in the United States navy, now stationed upon the Soles, survive the deceased.

Funeral services will be conducted Sunday afternoon at 3:30 o'clock at All Saints' church. The pallbearers will be Frank Boyd, George Engler, Loring Neborgall, Albert Bloom, F. D. Wood and John Norton.

County Board Will Act

News of Mr. Scott's death reached the Board of County Commissioners at a meeting of the committee of the whole. A regular meeting of the board was scheduled for this morning, and it was determined to meet then, appoint a committee on resolutions and adjourn out of respect to Mr. Scott's memory.

Mr. Scott was born in Pennsylvania and was in his forty-eighth year when death came. He had been a resident of Omaha twenty years. Coming here he had at once engaged in the real estate business, which he prosecuted successfully. He had for many years been the Omaha representative of the East Omaha Land and Trust company.

He was the organizer of the Omaha Rod and Gun club and has been its president since its inception several years ago.

John A. Scott succeeded the late M. L. Kennard for the long term on the Board of County Commissioners. A peculiar and sad coincidence is connected with Mr. Scott and his predecessor on the board.

Mr. Kennard was taken seriously ill a short while before the republican primaries last year and later was taken to Chicago.

(Continued on Second Page.)

GRAND JURY FOR SWOPE MYSTERY

Special Panel Will Make Investigation Into Death of Millionaire's Nephew.

SWORN STATEMENT OF NURSE

Chrisman Swope Died Soon After Taking Medicine in Capsule.

STORY LIKE MISS KELLER'S

Disease at First Was Nothing But Typhoid Fever.

BIG ESTATE IS APPRAISED

Its Value is About Three and Half Millions—Inheritance Tax, Which Goes to University, is \$175,000.

KANSAS CITY, Feb. 11.—It was asserted today that the special grand jury which will meet tomorrow to investigate the Swope mystery was summoned more to investigate the circumstances surrounding Chrisman Swope's death than those in which further into the manner and cause of the death of his uncle, Colonel Thomas H. Swope. And again it will be a nurse who will give the important testimony.

In the hands of the Swope estate is the sworn statement of this nurse, Miss Houlahan. This statement is even as dramatic as the story related by Miss Pearl Keller on the witnessstand. It tells of her being summoned to the Swope home to care for Chrisman Swope, who was stricken with typhoid. The nurse describes minutely the symptoms, those of the straight typhoid patient, the high fever, the irregular pulse.

And then it tells of the convulsions in which Chrisman Swope died. It was about 3:30 o'clock Sunday afternoon, the nurse states in her affidavit, that she was told Chrisman had been given a capsule. Thirty minutes later followed the convulsions, almost identically the same as those in which Colonel Swope died. The nurse tells of the injection of one-fortieth of a grain of strychnine, and later of the use of a nitrogenous injection. This was Sunday afternoon. The next day Chrisman died. All this the grand jury will hear when it meets to probe into the Swope mystery.

Hyde Keeps Silence. In the whirl of legal battles, formal accusations and veiled charges, the attorneys for Dr. Hyde kept silent.

"We are not ready to talk yet," Frank P. Walsh said. "Dr. Hyde will not tell his story until he tells it to the jury that tries him for his life. If he is tried, then he will explain everything and knock the props out from under all the charges."

The appraisement of the Swope estate today showed its total value to be about \$3,500,000. The University of Missouri will receive 6 per cent, or \$110,000, of this amount, as inheritance tax.

Henry Jost, first assistant prosecuting attorney, said it would require ten days or more for the grand jury to finish its investigation of the deaths. Witnesses will not be disposed of hastily, he said.

It was stated at the prosecutor's office that the examination of witnesses before the grand jury will begin tomorrow afternoon.

The grand jurors summoned by the marshal today are: T. J. Green, Kansas City, real estate dealer; F. D. Sprull, Dallas, farmer; Walter Risher, Independence, real estate dealer; John H. Moody, Independence, real estate dealer; James G. Burnley, Buckner, banker; E. E. A. Hovey, lawyer; J. H. Hovey, banker; William Warren, Grain Valley, hardware merchant; Julian Jackson, Lone Jack, farmer; Robert Hovey, dry goods company; H. C. Gardner, Kansas City, buyer for wholesale grocery company.

The preliminary hearing in the justice court at Independence on the charge of murder against Dr. Hyde by John G. Paxton will be continued from time to time, it was announced today, pending the final report of the grand jury. If the grand jury returns an indictment against any one of the cases in the justice court will be dismissed. Practically the same result will be reached if no indictment is returned, as in that case there probably will be no further efforts to prosecute any one for the deaths in the Swope family.

Battle of Lawyers. Following the sensational developments in the Swope case yesterday, when Dr. B. C. Hyde was arrested, charged with the murder of his wife's uncle, Thomas H. Swope, and a grand jury was summoned to convene tomorrow and make thorough investigation of all the circumstances surrounding the Swope mystery, a battle of lawyers to secure the depositions of important witnesses in the damage suit brought by Dr. Hyde against John G. Paxton for alleged slander was resumed today.

In this civil suit Dr. Hyde demands \$50,000 actual damages and \$50,000 punitive damages because Mr. Paxton wrote a letter to Stewart S. Hyde, containing an account of the Swope estate at Columbia, Tenn., containing statements which Dr. Hyde charges slandered him.

Mr. Paxton had been summoned to appear at the office of Frank P. Walsh, Dr. Hyde's leading attorney, to give his deposition in the case today. It was believed that Mr. Paxton's testimony would occupy several hours' time. Members of the Swope family also had been subpoenaed by Mr. Walsh.

Hyde's Temporary Advantage. At the present time the Hyde forces seem to have obtained an advantage in the taking of depositions. Mr. Paxton's attorneys can take no depositions today, as they had subpoenaed witnesses to testify in another civil suit brought by Dr. Hyde, but which was dismissed yesterday as a part of the strategy of the Hyde attorneys.

The testimony of Dr. Charles Hated Chase Jordan of Kansas City, Kan., who at one time prescribed medicine for the Swope family, may be injected into the deposition-taking. Every effort has been made to subpoena Dr. Jordan, but he is ill with pneumonia and the subpoena serves so far have failed to reach him.

Since Dr. Hyde's arrest the records of William Jewell college, a Baptist institution at Liberty, Mo., from which he was graduated in 1902, have been searched. It developed that Hyde's record as a student was excellent, and that he was popular with both his instructors and class mates.

Dr. H. G. Parker, present head of the department of chemistry, at William Jewell college, who was a class mate of Dr. Hyde, says that as a student of chemistry Hyde was one of the best in the class and that

Loan of \$7,000,000 Arranged Through Taxicab Window

The thousands upon thousands, and thousands, who dive into the sea of Bee Want Ads tomorrow morning from early candle light until late at night, represent every class.

If you have an ad and can't get down to The Bee office, and have a phone, call Douglas 233 and it will be all right. But do it early.

He sought Mr. Morgan to tell him about it and obtain his formal consent. Mr. Morgan had just left his office, but Mr. Davison caught his taxicab at the curb and through a window of it told Mr. Morgan the principal details and that the Morgan firm was to pay R. L. Day & Co. \$7,000,000 for the Ohio and Indiana companies. That was the first and only thing Mr. Morgan ever heard of the matter. But he said to Davison: 'All right, go ahead with the deal and close it up. I'm in a hurry now to keep a luncheon appointment.' "That is all Mr. Morgan knows about it."