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BENNETT'S

Last Chamberlain Case is Dismissed

Bank Cashier Who Fleed to Mexico and Returned for Trial is Finally Free.

TECUMSEH, Neb., March 25.—(Special.)—The one remaining case against Charles M. Chamberlain, cashier of the failed Chamberlain Banking house of Tecumseh, was dismissed in the Gage county district court by Judge L. M. Pemberton Wednesday, the judge acting upon a motion presented by County Attorney Hugh L. Master of Johnson county. Following the dismissal a motion to relax costs in the Gage county case was heard. Mr. La Master objected to the paying of attorney's fees to A. Hazlett and L. W. Colby for the reason that Chamberlain employed other counsel, contrary to the order of the court in appointing attorneys for him. Objections were also made to certain other fees.

With the dismissal of this case the curtain is probably dropped on the Chamberlain affair, at least as far as the criminal proceedings against the ex-cashier are concerned. This case was similar to one in which Chamberlain was successful, tried in Gage county last December. It was a charge of having received money in his bank after he knew it to be insolvent.

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OLD CONTRACT SAVES RATE

Forgotten Agreement with Union Pacific Forces Albright Delivery.

SWITCH DEAL SAVES THE DAY

Stock Yards Has Document Controlling Situation—Rock Island May Charge as it Pleases to Settle on Schedule.

General Manager E. Buckingham of the Union Stock yards, after a careful survey of the field, regarding the Albright schedule for dressed meats, says that the job, so-called, had shifted back to the packers notwithstanding the announced intention of the Rock Island to maintain the rate newly proposed.

"It doesn't matter what the Rock Island may charge," said the manager, "when it comes to settlement the basis will be the old, regular, published rate from Albright."

Thursday the manager thought the battle was lost because the Union Pacific appeared to be helping the Rock Island by cutting off the delivery to Albright. Manager Buckingham dug up a contract Friday morning which caused him great satisfaction, for it gave an absolute right to the Union Stock Yards company to deliver the packing house products or any other products to the Rock Island over the switch in question. Exact drawings and blue prints accompany the contract, which made the case clear. This contract has been in force for many years.

"Why didn't we read up our contracts before," exclaimed the manager, when the force of the contract dawned upon him. "Now everything is clear. We can't be headed off."

Mr. Buckingham then called on the Union Pacific to demand that the switch be unlocked under the terms of the contract.

The Cudahy Packing company is probably most interested in the rate schedule, and the general manager, Michael Murphy, said:

"If the Albright schedule is the legal schedule, as we believe it is, we shall certainly insist on a settlement on that basis. The Rock Island can not refuse to haul the packing house products and can not charge a rate other than its published schedule."

The other packers will deliver to Albright also if the favorable rate holds good. The omission of Albright from the rate schedule was clearly an oversight; but whether the courts will sustain the railroads in their attempt to enforce a rate different from that published in the old schedule is a point to be tested.

WANT BALLINGER AS LAST WITNESS

(Continued from First Page.)

to formulate those charges and to defer until a later period the inquiry our suggestions as to what conclusions should be drawn from the facts.

"When this inquiry first began Mr. Ballinger sent a letter here in which he expressed the desire to leave the committee untrammelled. He did not even desire to have counsel, lest it should hamper the committee in its search for the facts.

"It is perfectly clear that we should not be brought to a stop in our inquiry without being able to lay before the committee these facts which Mr. Ballinger alone is aware of and can best enlighten the committee. I know of no proceeding in which we would be denied this opportunity."

"We certainly ought not to be denied it, in what the chairman has characterized this as a 'free, full and open inquiry,' and not limited by the ordinary rules of evidence."

Madison Asks Question.

Representative Madison asked Mr. Brandeis if he regarded him as a witness to facts and the attorney declared he did.

"And you intend to examine him on all points that you consider material?" inquired Representative McCall.

"Yes, sir."

"In other words, what you mean is that you desire your cross-examination of the witness to precede the direct examination?" suggested Senator Brandeis.

"I wouldn't put it just that way," replied Mr. Brandeis. "Mr. Ballinger has already had full opportunity to make his statement. He has had the advantage of being able to confer with the president and has made two statements to the president."

"Doesn't that apply to all the witnesses in this proceeding?" asked Representative Denby.

"No. My client, Mr. Glavis, has not had an equal opportunity."

Mr. Brandeis admitted that he desired to have the right to examine Mr. Ballinger in his own way. Representative Olmstead said he thought Mr. Ballinger should have the opportunity first to make his statement to the court in his own way. Mr. Brandeis was directed to proceed with his other witnesses, the Ballinger matter being deferred for the time being.

Guggenheim Director Called.

Stephen D. Birch, manager and director of the Morgan-Guggenheim syndicate in Alaska, then was sworn. He said the syndicate was composed of J. P. Morgan & Co. and some members of the firm of M. Guggenheim Sons. Mr. Birch recently appeared before the senate committee on territories and gave the testimony which he repeated today. He said he first saw Clarence Cunningham in connection with his claim in Seattle early in April, 1907.

The witness said he saw Cunningham several times.

Mr. Brandeis then read into the record a copy of the memorandum agreement entered into July 20, 1907, by Clarence Cunningham, Miles C. Moore, A. B. Campbell and other Cunningham claimants as vendors to Daniel Guggenheim, as vendee, stating terms under which the claimants

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Tomorrow, Saturday, March 26th, is your last chance to get a beautiful ornament for your home free. This you can do by buying your Easter Suit, Hat and Shoes, Dress Shirt, Underwear and Furnishing Goods here. This aquarium is a clear gain to you over and above the exceptional values we have priced for tomorrow's selling. Remember—This offer applies only in our Men's Clothing Department. Suit prices range from \$25.00 on down to \$15.00, \$12.50 and.....

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Ladies' \$30 Tailored Suits on Credit Saturday \$23.75

Saturday we will place on sale manufacturer's samples of ladies' spring suits. Lot consists of the most approved styles. Shipment contains only 165 suits. Come early if you want first choice. All colors and sizes. These suits should bring \$30.00. We place them on sale tomorrow morning at 8:00 o'clock at one price—\$23.75 cash or easy payments—for.....

Terms, \$5 Cash, \$1 Weekly

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Important Sale Ladies' Wash Waists

Tomorrow we place on sale a surplus stock of a New York ladies' shirtwaist manufacturer—lot includes over 100 dozen of beautiful lawn, linen and lingerie waists, made in the new spring styles; well worth from \$1.50 to \$2.00; special for....

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Goods bought this week will be put on next month's account if you say so. PLAIN FIGURES HERE!

Contract with Guggenheim.

There was next introduced in evidence a copy of the minutes of the Spokane meeting, which was attended by eighteen of the thirty-three Cunningham claimants. At this meeting Cunningham stated that he had been approached by a representative of the Guggenheims who desired coal for the operation of their railroads and smelters. The proposition which Cunningham outlined was for the claimants to deed their property to a company and retain half the stock in that company—the other half to the Guggenheims for a sum sufficient to equip the mines, estimated at \$200,000. The Guggenheims were to mine the coal and pay a royalty of 15 cents a ton. S. W. Eccles, Mr. Cunningham said, had been unable to get his people together. He went to Alaska and remained there all summer.

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Guggenheim Attorney Sworn.

John N. Steele, attorney of the Morgan-Guggenheim syndicate, had been called upon from time to time by Mr. Brandeis for statements and letters while Mr. Birch was on the stand. It was suggested that Mr. Steele be sworn. Chairman Nelson caused a ripple of laughter in swearing the witness by pledging him to the truth of "testimony already given and to be given."

Following this ceremony Mr. Brandeis read a telegram from Daniel Guggenheim to Clarence Cunningham, dated December 7, 1907, "finally accepting the proposition made in the memorandum agreement of July 20" by Messrs. Cunningham, Moore and Campbell on behalf of themselves and their associates. A letter from Cunningham acknowledging receipt of the telegram was also put in evidence.

Mr. Birch said that in none of his conversations with Cunningham was Ballinger's name mentioned or any promise related as to the action of the commissioner of the land office.

Mr. Brandeis was about to question the witness concerning the report of the expert sent by the Guggenheims to examine the Cunningham claims when Mr. Steele protested against making the document public. He said it was a private matter, and had nothing to do with any question at issue before the committee. He was willing, he said, to let the committee have the report in confidence. Further questions regarding the report were deferred.

Mr. Birch testified the Guggenheims had

would convey a half interest in their coal lands. Later they changed their plans to build from Cordova to the copper fields. When Cunningham heard of this change early in 1908 he told Birch that the agreement had been violated, that it was no longer binding and would not be lived up to.

No Action Under Agreement.

The witness said he did not consider the change of plans a violation of the agreement as the Cunningham claimants had done nothing on their side of the contract; they had not formed a company or placed any deeds in escrow. So from the time of accepting the agreement to the present day, no action has been taken under the agreement. The witness was questioned as to the cost and amount of railroad construction done by the Alaska syndicate. He said it always was the plan to build a road which would tap both the copper mine and the coal fields.

"If the coal had not been there, we would not have gone," said Mr. Birch.

Mr. Steele here was asked whether or not there had been a formal notification by Cunningham to the syndicate that the agreement had been forfeited. He declared there had not.

Throughout the giving of testimony as to the Guggenheims, Messrs. Birch and Steele acted as sort of joint witnesses. Mr. Steele said he did not regard the syndicate's purpose to build a road as binding and therefore indicated that he did not consider the agreement violated. At this point the luncheon recess was taken.

Benefit from Coal Fields.

During the afternoon session Mr. Brandeis drew from Manager Birch the fact that the development of Alaska depended almost wholly upon the opening of the coal fields. When he had done this he turned fiercely upon the witness and demanded to know that in view of this fact why the Guggenheims had sat quietly for two years and made no exertion to have patents granted in the Cunningham group.

"All we did was to tell Cunningham to hurry up with his patents."

"Do you mean to say that with all the influence and power of the Morgans and the Guggenheims in this country they made no efforts in this direction except your feeble efforts; is that what you wish this committee to understand?"

"It is."

"All this influence and power went for nothing?"

"What could we do? We had nothing to do with the patents, did we?"

"Mr. Birch, I think you are better able to answer that than I," remarked the attorney, dramatically.

"All we friends came to us and wanted to know if we did not want to buy Jack

finally had concluded their direct and cross-examination of the witness he was turned over to Mr. Vertrees.

Mr. Birch said the Alaska syndicate had spent \$1,000,000 in an ineffectual attempt to construct a harbor at Katala. This was in 1908 and 1907, before there was an option on the Cunningham claims.

"We wanted to be near the coal fields," he said, "for we thought that some day somebody would get patents and open the fields, so we could buy the coal."

Mr. Birch said it was in January or February, 1908, that Cunningham claimed the option agreement had been made void by the action of the Guggenheims in changing their railroad base from Katala to Cordova.

"Did not he state further that it had also been voided by the fact that few if any of his principals had ratified the agreement?" asked Mr. Vertrees.

"He did."

The Option Agreement.

"And from that day to this has any member of your syndicate by writing or otherwise, indicated to Cunningham that they still considered the option agreement in effect?"

"No, sir."

Mr. Birch said he went to see Mr. Garfield when he was secretary of the interior, asking if some practical legislation could not be secured for Alaska.

"But I didn't get much satisfaction," added the witness. "Subsequently, however, a law was passed in 1908. I told Herbert Parsons (a member of congress from New York) that I thought this law was rotten and unconstitutional. I thought the bill robbed a man of his inherent rights. Mr. Parsons asked me to write him a letter and to enclose copies for Mr. Garfield and for Mr. Roosevelt."

The witness produced the letter and it was read in evidence. The objections to the bill were largely technical in character and set out in great detail.

In effect the letter protested that the new law would not encourage development of Alaska as it had been designed.

When Mr. Vertrees concluded his brief cross-examination, Attorney Brandeis returned once more to the attack and demanded to know if the Guggenheims had tried to control all of the wharfage at Cordova. He asked particularly if Jack Dalton of Dalton trail fame had not tried to erect a wharf near the company's property and been thrown in jail as a consequence.

"Jack put up a hut and drove a few piles in front of our property," said the witness, "but it was purely a graft scheme. Some of our friends came to us and wanted to know if we did not want to buy Jack

rather than have trouble. That is all there was to that."

This ended the testimony of Mr. Birch and the committee adjourned until tomorrow.

Seed Corn Tests.

YORK, Neb., March 25.—(Special.)—Farmers of York county have been experimenting in testing seed corn. W. H. McElwain, near York, has made several important experiments. He tested three different lots that had been kept under different conditions. First he took seed from corn that had stood in the shock during the winter; second from an open silo, crib, or stack; third, corn that had been kept sheltered in a rain and snow proof covered building. The corn taken from the first two lots failed to stand a satisfactory test, and very little of it germinated. Of the lot that was kept dry not one kernel failed to germinate. Mr. McElwain will plant only the corn that was kept sheltered from snow and moisture. While a large per cent of York farmers tested their seed corn, a larger per cent will do as they have done for years, select seed corn that looks good to them and if it happens to be seed corn that was not kept stored in a dry place hundreds of acres will have to be replanted.

Beatrice Official Court Inquiry.

BEATRICE, March 25.—(Special.)—County Attorney F. O. McGill in referring to the petition filed with the governor by Tom Darnell of the Anti-saloon league asking the executive to oust Mayor Rawlings and himself, published a statement in the local papers yesterday to the effect that he did not fear an investigation. He says that more persons have been arrested and convicted under his administration than for years before, especially among the bootlegging element. He states that he is ready and willing to prosecute all violators of the law when evidence is produced to warrant the filing of complaints.



Stouffville to Belgium.

RUSHVILLE, Neb., March 25.—(Special.)—Forty members of the Stouffville were shipped from here last night in all their war paint and paraphernalia. They consist of thirty bucks, seven squaws and three children and they are destined for Belgium, where they will contribute to the exhibit of western tribal life.

Two Importers Arrested.

NEW YORK, March 25.—Two more importers were arrested today charged with defrauding the government in conspiracy with assistant customs weighers. They were Enrico Prota and his clerk and agent, Alfonso Schettino. They were placed under \$5,000 bail each.

A WOMAN'S ANSWER

WASHBURN-CROSBY GOLD MEDAL FLOUR

Every Day—The Grocers Say.