Weekly Times

THURSDAY, JUNE 18, 1874.

To Consumers of Glue.

The Champion Glue Co. of Chicago, Ill., re turning out a new article of glue, which is cheaper and better than any ever before in the market. Read their "ad." d&w

THE Granger Northwestern Supply Company, No. 9 State street, Chicago, is another good house opened to do business with farmers. The gentlemen interested come to us with the highest references, and are worthy of confidence. jun 11-w227

MANHOOD! WOMANHOOD! MARRIAGE! 200 pages. Impediments to Marriage; the cause and cure. Sent *sealed*, post-paid, for 50 cents, by DR. C. WHITTIER, 617 St. Charles Street, St. Louis, Mo., the great specialist. Read his works. Pamphlet free. Call or write. His opinion costs nothing.

The Mild Powder Cures.

Humphreys Homeopathic Specifics are the best and most effective medicines now used. They are so simple that no mistake can be made in using them, and are always found reliable d&w

PURE STARCH.—When starch is pure, it is free from sourness and is purely white. Inferior starch has a golden or yellow tinge, the color of flour, indicating the presence of gluten (a color not desirable in one's linen), or is sour and musty. It is absurd for the laundress to cleanse and bleach and then discolor linen with impure golden or yellow starch. Duryeas' "Satin Gloss Starch," is snow white, perfectly pure, and the most economical starch known. june10 eod&w

From Ohio

The women's temperance war now raging in different parts of the country, particularly in the west, with such unparalleled success, recommends for persons who claim whisky a necessity for medicinal purposes, to use Green's August Flower, which contains no intoxicating spirits, and is a gentle laxative and a certain cure for dyspepsia, liver complaint, indigestion, costiveness, sour stomach, sick headache, coming up of the food after eating, and purifies the blood and system. Just what is needed in the spring of the year by everybody. Try it. Sold by Robert Parham. eod&w.

HENDERSON'S BUCHU, the great diuretic an unfailing remedy for all diseases of the kidneys and bladder, also for dyspepsia or indigestion, flatulency, or wind in the stomach. The most distressing cases of female weakness and uterine complaints are permanently cured by Henderson's Buchu. It is unequalled by any known remedy for the cure of dropsy, gravel, and all gouty and rheumatic affections. It is a specific remedy for expelling all pin and tape worms. It is prescribed by eminent physicians in chronic affections of the liver. For sale by all druggists. See advertisement in this issue.

oct24-dawtf

Nervous Debility.

A depressed, irritable state of mind; a weak, nervous exhausted feeling; no energy or animation; confused head, weak memory, often with debilitating, involuntary discharges. The consequence of excess, mental overwork or indiscretion. This nervous debility finds a sovereign cure in Humphrey's Homeopathic Specific, No. 28. It tones up the system, arrests discharges, dispels the mental gloom and despondency, and rejuvinates the entire system. It is perfectly harmless and always efficient. Price $5 or a package of five boxes and a large $2 vial of powder, which is important in all serious cases; or $1 per single box. Sold by all druggists, or sent by mail on receipt of price. Address Humphrey's Specific Homeopathic Medicine Co., No. 562 Broadway, New York. d&w

A Sure Thing.

Dr. Hunter's Specific and Injection No. 1 are warranted to cure the Gonorrhea, Gleet, Cordee, Strictures, diseases of the kidneys, bladder and urinary organs of male and females.

Dr. Hunter's Specific No. 2 is a sure remedy for the Spermatorrhoea, Seminal Weakness, Nightly Emissions and Loss of Power, caused by self abuse or excessive indulgence. Price of Dr. Hunter's Specific $2 per bottle; Injection $1. Sent everywhere by express. Dr. J. Dinsbeer, sole propriety, No. 505 North Seventh street, St. Louis, Mo. Send two stamps for a treatise. Cures guaranteed or money refunded.

ROBERT PARHAM, Agent for Leavenworth. eod & w

Plain English.

There is no good reason why an English speaking people should be doctored in Latin. If we should describe the properties of Hostetter's Stomach Bitters in the jargon of the profession, not one reader in twenty would understand what it is good for. We prefer to say in simple words that it possesses strengthening, regulating and purifying qualities of the highest order; that the vegetable ingredients of which it is composed are eminently wholesome and salutary, and that the stimulant which is combined with them is the purest that can be manufactured. We prescribe it, not in garbled Latin, but in the good old mother tongue, as a remedy for languor, debility, nervousness, indigestion, liver complaint, fever and ague, constipation, rheumatism, and low spirits, and as a preventive of every disease produced by foul air, whether it stagnates in crowded work rooms or imperils life and health in swampy districts and new clearings. So the masses say, and so they have been saying for the last twenty years. june10-eod&w

A Sure Thing.—Dr. King's Syphilitic Remedy is warranted to cure Syphilis in the primary, secondary and tertiary stages, and in all its varied and complicated forms, and will cure the worst cases of venerial diseases, cases which have resisted the treatment of the most eminent physicians in America It cures the first stage and heals the ulcers in a few days. It cures ulcers in the nose, throat, head, arms and legs; also, hard pains in the bones and joints, swellings in the joints syphilitic rheumatism etc., in a short time. Price $5 per package. Sent everywhere by express. A treatise on sevual diseases free. Sent sealed for two stamps. Sold by Dr. J. Dinsbeer, 505 North Seventh street, St. Louis, Mo. Cures guaranteed or money refunded. Robt. Parham Agt., for Leavenworth. eod & w

Go East by way of St. Louis.

In these days of railroad competition the wise traveler selects his route before leaving home. In almost every instance he desires to reach his destination as speedily as possible, and for the accomplishment of that purpose the Missouri Pacific Through Line from the West to the East, via Kansas City and St. Louis, offers inducements unsurpassed by any other line in the country. Everything connected with the Missouri Pacific Railroad is first class, and the adoption of the Miller Platform and Westinghouse Air Brake, together with its Pullman Sleepers, and Reclining Chair Coaches, render a trip over the line perfectly safe and pleasant. Passengers from all parts of the West by taking its Express Trains at Kansas City, Leavenworth, Atchison and other prominent cities, are landed in St. Louis at seasonable hours morning and evening, and in ample time to make direct connection with all railroads for every point in the North, East and South. Particular information with maps, time tables, etc., may be had at the various "Through Ticket" offices in the West, or upon personal or written application to G. H. Baxter, Western Passenger Agent, Kansas City, Mo., or E. A. Ford, General Passenger Agent, St. Louis, Mo.

Dr. Stone,

CONFIDENTIAL PHYSICIAN,

REGULAR GRADUATE IN MEDICINE,

Treats all CHRONIC, SEXUAL and PRIVATE DISEASES, of both sexes at reasonable price.

6,373 Cases Cured.

SEMINAL WEAKNESS, SPERMATORRHOEA (night losses,) SEXUAL DEBILITY, impotency (loss of sexual power), &c., permanently cured. No mercury used. Patients at a distance treated by letter—medicines sent everywhere. Consultation free, personally or by mail. Cures guaranteed or money refunded.

All "Female Difficulties" treated with safety and success.

BOOK on Private Diseases and circulars for "Married Folks," sent sealed for two stamps. All letters confidential.

NOTICE:—All letters, orders, &c., must positively be addressed to my corresponding secretary, thus—

DR. STONE'S DISPENSARY, 112 W. Madison St., Chicago, Ill.

The great increase in my business requires this change.

Please state where you saw this advertisement. apl7-d&w

$25 Per Day guaranteed using our Well Auger and Drills. Catalogue free. W. W. Kirkham, St. Louis, Mo.

SMITH'S TRIAL.

Full Report of the Testimony Taken.

A New Point Developed in the Prosecution.

Expose of the Gigantic Texas Land Speculation.

How "Gov." Legate Bamboozled the Innocent "George."

Interesting Items for the Grangers—Testimony of Prominent Bankers.

The Trial to be a Protracted and Hard Fought Battle.

The testimony in the Smith case commenced this morning at 9 o'clock. In stating the case to the jury and setting forth what the prosecution expected to prove, County Attorney Goddard said it would be shown that Smith, when he took the office of treasurer, was poor and somewhat in debt; his account at the bank overdrawn; that after he went into the office he paid up his debts, loaned money, bought real estate and stock in various corporations with other parties, and engaged in a gigantic speculation involving over $1 000,000 of which he was to furnish a share; that he kept false books, made false entries for the purpose of misleading his deputies, and that the money and accounts did not correspond. The defense made no statement, but admitted the amount of his deposit and the schedules and accounts introduced to prove this fact. The testimony is so voluminous that a brief synopsis only is given, but all the important points are set forth.

John Neiman, deputy county clerk, was sworn, but as the defense admitted the fact of Smith's taking the office and being properly qualified, his testimony was not necessary.

THE TESTIMONY OF JACOB GEYER.

The testimony of the deputy county treasurer was quite important and is as follows: Have been deputy treasurer four years, was in the office under Smith, made the schedule contained in the information; I gave the statement made December 27, 1873, by Geo. S. Smith at the time of his resignation; made out this statement myself assisted by clerks in the office; the signature appended to Smith's; he did not sign it in the office, was very sick at the time; it was signed at his house; did not witness the signing; the amount of the amount corresponds to the entries in the books. This is a test of its correctness. If the books are wrong the account is wrong also; was in the office when Repine turned over the funds to Smith. The amount was $90,535 01. About four or five hundred dollars of this amount was in currency, the balance in two banks, Hines & Eaves, about $19,000, balance in the German Savings bank. This was turned over to Smith by Repine in checks on these banks. Smith reported to me that he had deposited the checks in the German Saving's bank with that bank, and the Hines & Eaves' check with the Second National; have not got the original check book, it was given to Mr Singleton, Smith's attorney in the civil suit. The amount collected and disbursed after the 6th of March, 1873, was as follows: Collected, $220,102 47; disbursed $155,705 58; does not include the commission in dispute; balance short $65,396 89; amount collected and disbursed each month, as follows: March $17,951 08; April $24 936 30; May $30 856 76; June $5,087 10 July $35,478 91; August $26 916 00; September $3,853 62; October $6 517,69; November $8,898 85; December $12,243 36. Disbursed—March $5,807 99; April $11,832 28; May $11,483 93; June $12 207 35; July $10,175 93; August $11,418 46; September $5,776 78; October $3 998 20, November $1703 86; December $9 478 57;

The amount in dispute was for commissions, and amounted to $2,939.77. The amount turned over to Mr. Eddy was deposited with the German Savings Bank, Scott & Co., Newman & Haven, Insley, Shire & Co., First and Second National. While with Smith, he deposited the money and reported to me. The books show the bank account October 31st to be: Second National, $12,120.21; Scott & Co., $9,487.90; Newman & Havens, $3,941.64; First National, $10,000; Hines & Eaves, $10,000; German Bank, $16,838 66. Many of the figures in the books are in the handwriting of Smith. As we had no check book on the other banks at that time, the check book on the German Savings Bank was used, and the subs show the amounts drawn with the date of drawing. (Here a county warrant for $13,140 was introduced to prove by the witness that after it was paid it was not cancelled, and that Smith took it to a bank and used it as collateral on which to raise money.) Witness testified to seeing the paper put in the drawer and counted as money till July 11, when a final settlement was made. I neglected to cancel it as ought to have been done. Discovered afterward that it, as well as others had not been cancelled, and in going over the warrant for the purpose of correcting my mistake, discovered that this particular warrant was gone; also bond of $250 of U. P. R. R., and $2,000 in bonds for refunding the county scrip. The $250 bond was paid to Mr Fallon and not charged up on the books, as it was not paid from any regular fund. Had a conversation with Smith when the financial troubles first commenced. Went to his house in company with Mr. Halyard, and asked him where the money was as it could not be found at the banks. He said it was at Newman & Havens, First National, Hines & Eaves. He stated that that was all I asked him where the money out-side of the banks was, as it was greatly needed at the office, and that people were beginning to get suspicious. He said he had some private papers which he could not use till his father came home, and he refused to give us any further information. I know of my own knowledge that Smith loaned money to various parties: Great Western Manufacturing Company $5,000, Major Foote $15,000, and numerous others in smaller sums, (here the notes were produced). On being asked how he came in possession of these papers, witness stated they were left in the office by Smith to be counted as cash. Besides the above, a certain mortgage was paid out of the drawer or by a check on the bank where the funds were kept. Was present at the transaction, and the transfer on the back of the mortgage is in my handwriting. A tax receipt was issued to C. R. Jennison, credited to him in the books, but it was never paid. This was also counted as cash, by Smith's direction.

THE TEXAS LAND SPECULATION.

At the beginning of the afternoon session the examination of Mr. Geyer was continued and a most interesting point, heretofore unknown to the people of Leavenworth, was developed. It referred to the gigantic speculation mentioned in the information. This affair was known to but very few individuals, and when it was suddenly "popped" upon the attention of the court there was visible surprise to all the Leavenworth people in the court room. Mr. Geyer produced a private letter copy book containing, besides his own private letters, copies of two important documents which Smith had directed him to copy. The letters copied were exact transcripts of the original papers. The defense made strenuous efforts to exclude these letters from the testimony, but the court permitted them to be used.

THE LETTER

was a most interesting affair. It was written by Smith to one Holingsworth of Texas, negotiating with him for the sale of certain lands in that State, 20,000,000 acres for the sum of $1,000,000. This was to make Smith and his associates rich men. The lands were to be sold by a special act of the Legislature and "Gov." Legate was duly invested with a power of attorney and sent down to Texas to work the thing up—Smith mentions the "Gov." in his letter, He also tells his correspondent that if it would add any force in presenting the bill he (Smith) could be put down as residing in New York. He further states that the Legislature need not fear about the payment of the $1,000,000 as he (Smith) is "not in the habit of doing these things for fun." The power conferred upon "Gov." Legate by these New York ? millionaires is fully set forth in the document, as is also his wonderful capacity to manipulate such affairs. The letter winds up with several specific and highly interesting directions as to the method of procedure.

THE BILL.

Is the more interesting document of the two. It bears the unmistakable imprint of Legate's genius.

Commencing with the hackneyed "Be it enacted by the legislature of Texas" it goes on to provide that the state shall turn over "to one Geo. S. Smith, of New York, and his associates or legal representatives" the tract of land known as "Panhandle" situated north of the 34th parallel, and comprisesome 20,000,000 acres for, and in consideration of the sum of $1,000,000 to be paid by the aforesaid parties. The fate of this bill we give in brief. Legate went down and spent nearly the whole Summer in "fixing" the legislature. This he accomplished to his satisfaction and so telegraphed to Smith, but asked for more funds to keep the thing "red hot." He could make assurance doubly sure for $15,000. Smith went to St. Louis to see about the amount of money necessary. Here he struck a man who agreed to get the thing through the legislature for $5,000, and Legate was discounted. The "Gov." came home in disgust, the bill failed to pass and Smith never became "a great man." Thus ended the great speculative bubble. In a few days we will give the letter and bill entire, as they are exceedingly interesting and instructive.

In regard to this remarkable bill, Mr. Geyer made the following statement. The document was drawn up in the treasurer's office and copied by me from pencil manuscript at Smith's request. Mr. Smith told me he was going to send this bill to the Legislature of Texas to be passed, and that he was to meet the man Hollingsworth in St. Louis, July 4th, to perfect the arrangements. He went to St. Louis July 1st, said nothing when he came back.

Cross examined—It was not a part of my duty to copy Mr. Smith's private letters, but I did so in this particular case at his request, Smith said the bill was for the benefit of a certain railroad corporation; that the rail roads were in such bad repute that they could not get it through themselves, and he was to do it in his own name. No other bills were prepared for the Legislature in the treasurer's office to my knowledge. Did not present the statement mentioned in my first examination to Mr. Smith to sign. The County Clerk (Mr. Keiser) and the County Attorney (Mr. Goddard) took the paper away from the office and carried it to him to sign. First discovered the irregularities in the affairs of the office shortly after the election in the fall of 1873. The cause of my making the discovery was the fact of the pass book on Insley, Shire & Co.'s bank being returned with a notification, that the account was already overdrawn. Our books showed a large balance still remaining. Was not aware of the fact that the funds in the bank had been charged up to Smith to pay a certain note he owed the bank. Visited Smith's house several times to consult with him on the affairs of the office. Do not know that Smith spent any money in the Texas scheme. The notes spoken of as being counted as cash include one given by the former treasurer (McCrilla) for $144.90 On the Buckley note or warrant, saw the payment made to Buckley. The accounts at the bank were kept in the name of George S. Smith as a private individual. As regards the due bills, would not regard them as money, but was directed to count them as such. Do not know whether the Plummer & Huddleston notes were public or private money. The amount of the due bills and notes was $3,234.88. Halyard and myself had charge of the books in the office. Smith never directed us to make any concealments on the books. Knew at the time of Smith's going into the treasurer's office that his affairs were reported to be in a bad condition. Smith had two accounts at the German Savings Bank, but I supposed them both to be in his own name. We had two kinds of checks in the office, distinguished by their color, which were signed by Smith, and which were sometimes filled out. Smith had a private desk, and did considerable private business. In regard to the payment of the U. P. R. R. bond, it was done to prevent Fenlon getting an order from the Commissioners to pay it out of the sinking fund. No great amount of money was ever kept in the treasurer's office, it not being considered as safe a place as the banks. Do not know of any false entries being made in the books. It has been the case that former treasurers loaned money to friends, but it was not the custom. Do not know that the Great Western Manufacturing Company note was ever paid. The largest sum of money ever on hand in the treasurer's office was nearly $199,000. Know nothing of the German Savings Bank book. Smith made memoranda in the cash book. (This was a correction made by the witness relative to a statement made in the direct examination.) I never used any public money for my own benefit. Drew checks for my salary when it became due. Remember publishing an affidavit at the time scurrious circulars were afloat about Smith. At that time believed him to be honest in his statements, and thought the money was in the bank, but subsequently learned that this was not the case. It was just previous to the election that I published the affidavit certifying that everything was correct in the treasurer's office.

TESTIMONY OF GEO. A. EDDY.

Am at present treasurer of Leavenworth county. Became such 27th of December. Received from Smith the defaulting treasurer $7,335.74 Made a demand for the balance of the funds and was refused, there being as Smith said nothing to pay the deficit with. Did not receive any more money from Smith than that mentioned above. (The cross examination developed no new facts.)

TESTIMONY OF W. B. HALYARD.

Was deputy county treasurer under Smith Filled out checks signed by Smith. Have known Smith over twelve years. Knew of Smith's purchasing cattle while he was in office, in the fall of 1872. Knew of Smith purchasing an interest in a store in Colley county in March 1872. Knew this by being book keeper for Briggs, Saunders and Townsend. Knew that Smith went to St. Louis in July 1873. He said he was going to see a gentleman from Texas. Said nothing when he came back. In March 1873, Smith directed me to make a memorandum of a power of attorney to Mr. Legate to execute a deed for certain lands in Texas.

CROSS EXAMINED.

Had very little conversation with Smith in the Texas matter. My knowledge of the affair was drawn from other sources. Knew of Carver, Stone, Ed Fenlon and others going to Texas on some land grab or other. Remember of their return with their fingers in their ears. Smith told me of the purchase of a farm in Leavenworth county. Smith was a partner in a large dry goods house prior to his going into the German Savings Bank. Knew of his having a farm in Missouri. He had these farms before he became treasurer.

E. T. KELLOGS TESTIMONY.

Am partner in Insley, Shive & Co's. bank. Have done business with Geo. S. Smith. October 13, 1873, he had on deposit in our bank $5,732.21. He had no account which was not to be drawn against. Have not the checks he drew on the bank. Returned them to him with his pass-book. Am under the impression that a certificate of deposit was issued to Smith. Do not remember the amount. Smith had no interest in the capital stock of the bank at the time it was organized.

CROSS EXAMINED.

The certificate of deposit I have no distinct recollection about. Think it was for taxes. Remember of Smith's giving us a check for $1,000 on a Leroy bank, for which we gave him credit Checks were drawn by Smith on our bank October 13th, and many others after that.

TESTIMONY OF W. H. CARSON.

Am teller in Leavenworth Savings Bank, formerly the firm of Hines & Eaves. Repine, former County Treasurer had at the time he went out of office $49,000. This amount was turned over by Repine to Smith. Smith deposited the amount with our bank, and immediately drew out $30,000. He drew a check June 29th, before he took the office, which was paid, leaving a balance in the bank of $16,239.05. July 3rd. October 13, Smith had on deposit $9,866 32. October 31st, had on deposit $8,763 93. Smith continued to do business with the Leavenworth Savings Bank. On October 13th, 1873, he had on deposit $9,050.04. October 31, 1873, $4,330 84. Smith was indebted to the firm of Hines & Eaves at the time he went into office.

CROSS EXAMINED.

Allowed Smith to draw his check for $3,622.50 on the bank when he had no money or funds there, from the fact that he would soon take the office of Treasurer and have plenty of funds on deposit. We gave him credit for that amount in view of his prospects. The check was drawn before the Repine money was turned over.

TESTIMONY OF M. E. CLARK.

Am president of the German Savings bank; Smith had an account with the bank, and did business up to October, 1873; Smith had two accounts; October 13th he owed the German Savings bank 24,55; one of the accounts was an overdraft and the other an individual account; on the 11th of October the bank issued two certificates of deposit, one for $3,686.20 and the other for $5,000; paid both three certificates; Smith gave his check for $1[illegible] to settle his overdraft, signed, Geo. [illegible]ith; this amount was transferred from [illegible] individual to his overdraft account; Smith [illegible]d for the certificates mentioned; he did [illegible]ay what for.

CROSS EXAMINED.

The certificates of deposit were issued in the name of Geo. S. Smith, treasurer; Mr. Smith requested me to do so; money need not to be deposited to get a certificate of deposit. They are often issued on any credit a man may have; do not remember the circumstances of the settlement very clearly; Smith came in and wanted to get $3,000. This was refused, and $1,000 demanded, which was also refused; Smith then demanded a settlement, and the certificates mentioned were issued.

TESTIMONY OF W. P. BORLAND.

Am cashier of the Second National bank and have been since its organization; Smith commenced an account with the bank on the 23d of July in his own name, and deposited $10,000; made another deposit on the 9th of July; October 13th he had on deposit $5,521.75, October 31st $1,910; had some dealings with Mr. Smith prior to his first deposit.

On the 12th of October Smith had on deposit $5,521.75.

TESTIMONY OF HENRY KELLER.

Am teller of Newman & Haven's bank; Smith opened an account with us on July 3d, 1872, and on that day deposited $10,000; Smith had some transactions with the bank; during the election canvass he borrowed $200 or $300 on notes; he afterwards paid these notes by a check on the German Savings bank; continued to do business with the bank till some time in December, 1873; October 14th had on deposit $507.08, October 31st $6007.08; the account was kept in Smith's name. He had but one account. Knew of Smith's buying cattle in the fall of 1873. Do not know for what purpose Smith drew the money from the bank. On one occasion he took a certificate of deposit for $4,000. Have had no conversation with Smith in regard to the deficiency. The cross examination was not material.

TESTIMONY OF LYMAN SCOTT.

Am a banker. Part of the firm of Scott & Co. Recognize this certificate of deposit. Bought it of Geo. S. Smith and paid him in currency. Smith had on deposit October 13 about $200. He was given credit on the books for the certificate of deposit. On October 81 he did not have any credit, but had overdrawn $1,591.85. Recognize this piece of scrip. It was left at our bank as collateral. Smith left it there. There were others interested in the loan besides Smith. On the first of June, 1873, Smith had on deposit $12,253.64; 1st of May, $5,011.89; 1st of March, $21,672 21. [A large number of dates and accounts of deposits were drawn out, which are not of special interest.] Smith's account opened with us with $11,000 deposits on the 3d of July. Smith opened an account with the First National Bank on September 15th, 1873. As the testimony was direct on the accounts, the cross-examination did not amount to much, with the exception of proving that Smith often borrowed money of the bank on collaterals, such as State and county scrip.

The examination will be continued Monday, and the outlook is for a long trial.

Smith is getting more nervous every day, and evidently does not like the drift of affairs. The court seems to favor the prosecution in every particular, and all technicalities and disputes are quickly done away with.

ATCHISON, June 14.

The Smith case was continued to-day. A large number of spectators were present to hear the testimony, hoping to learn something more of the celebrated land speculation developed last week. As stated in a former report, this scheme of Smith's had been kept an inviolate secret, and the defense supposed the prosecution knew nothing about it. Smith said he was perfectly thunderstruck when the matter was brought up in court. In a conversation with him Sunday evening, Smith denied having any interest in the speculation, beyond allowing his name to be used. He put the whole thing on the shoulders of the innocuous "Gov." Legate, who was the prime mover in the affair. The plan was to get hold of the land in the name of private individuals, and then sell it out to certain railroad corporations in the east. The "Gov." *alias* "Jim" Legate, prevailed upon Smith to allow his name to be used. He was so sanguine of success that he promised him a fortune in the shape of a division of the spoils, provided Smith would advance money enough to pay his immediate expenses, which would be about $250, and not to exceed that. Smith advanced $200 and the "Gov." went on his inglorious mission. Arriving in Texas he had a consultation with Hollingsworth as Smith's attorney and it was decided that $5,000 would be necessary to print and distribute circulars to the people of Texas, informing them that they were deeply in debt, that the tract of land known as the "Panhandle" and containing 20,000,000 acres was of no material benefit to the State and that by selling it to these "New York" parties the public debt would be lifted and the taxes lessened. Smith when requested to advance this amount of money, "sicked," not believing in the efficiency of the circulars. The "Gov." got mad and went home to expostulate. Smith slipped out, met Hollingsworth in St. Louis and agreed to abandon the scheme for the time being. As the matter is of such great interest, showing as it does how Legate, Smith and his associates proposed to capitalize the Texas Legislature and get away with a title to this immense tract of land, and in rebuttal to the statement of Smith, that he had nothing in particular to do with the matter the following letter and bill copied from the original transcript in Geyer's private letter book are herewith given. It is asserted by the defense that, as the matter has been brought up in court, they intend to sift this thing to the bottom, and make all who had anything to do with the scheme put in an appearance and testify. "Gov" Legate was telegraphed for Saturday night, but an answer was returned that he had left the city and was in Washington. The defense claim that the prosecution didn't want Legate to appear and testify. The documents, copies of which are given, were obtained after considerable trouble and opposition, and those who read will undoubtedly appreciate the information therein conveyed.

THE LETTER.

LEAVENWORTH, KAN., March 24, 1873.

S. P. Hollingsworth, Austin, Tex.:

SIR:—I did not understand the full purport of your letter, of the 20th inst. until the return of my attorney, Gov. Legate. I now see, as he does, the importance of your possessing the power to give land away; while the latter wisely restricts the side through the land office, but as clearly reserves the power of the Legislature, being sole control of selling as the wisdom of the people, through their representatives in the Legislature, shall direct. After full consideration I have inserted your name as from the city of Boston.

You are, as I understand, in private possession of all the facts connected with the transaction, and personally you would hardly need any further endorsement; but, if, after receiving this, you feel you must have the endorsement of your New York banker, let me know at once, and I will go to New York, and see what can be done, and advise you by telegraph, but don't put me to that trouble unless you feel positive it cannot become a law without. And beyond a doubt with such action. The last thing the State need fear is that it will not get its money, for *I am not in the habit of playing such games of fun.* I fully endorse what has been done by my attorney, Gov. Legate, have approved the contract he has made with you and Mr. J. S. Stewart, shall take certified copy and transmit this to you, and shall expect by return mail to obtain the copy you now hold. The interest transferred is greater than I supposed it would be necessary, but Gov. Legate thought wise to step to the highest point of his private authority, rather than "Jew" to use his expression, with which no fault is found. If, by coming in person, I could add to the chances of making it a certainty, let me know this. In short, at your earliest convenience, let me hear from you in full. Gov. Legate is quite sick; unable to leave his room, but desires to be remembered with utmost kindness.

I am, Sir, yours, &c.,

GEO. S. SMITH.

THE BILL.

BE IT ENACTED By the Legislature of the State of Texas:

SECTION 1. That George S. Smith of the city of New York, together with such associates he may associate with him, are hereby authorized to purchase all that portion of the public domain lying and situate in what is commonly known as the "Panhandle," north of the thirty-ourth degree of latitude, and west of the one-hundredth degree of longitude, for the sum of one million dollars, lawful money of the United States.

SEC. 2. The said Geo. S. Smith, his associates or legal representatives, shall on or before the 1st day of August, 1874, pay the one million dollars mentioned in section one of this act, to the Treasurer of the State of Texas, and the said Treasurer on receiving the said sum of money from the said Geo. S. Smith, his associates or legal representatives, shall give his receipt therefor, reciting in said receipt for what said money was paid, and by what act authorized, and said receipt shall completely vest the title to said tract of land in Geo. S. Smith and his associates, as any patent might or could, and it shall completely divest the State of Texas of all title it now has, holds, or claims forever thereafter.

SEC. 3. The said Geo. S. Smith, or his associates or any of them, or any party at interest, may pay to the Treasurer of State any portion of the one million dollars mentioned in the first section of this act, for which sum, when paid, the Treasurer shall give his receipt, stating therein for what the money is in part payment; any sum of money so paid shall render this act binding, and have the same and force of a contract, binding alike upon the State and Geo. S. Smith and his associates.

SEC. 4. Any failure on the part of the said Geo. S. Smith to perform his part in making payment full and complete, as required by the act, shall render him and his associates liable for damages for whatever sum the State of Texas shall fairly be found to have suffered; and any per on party at interest, in the result, shall be entitled to maintain an action for damages, if the rights herein granted are forfeited by reason of non-payment of purchase money within the time prescribed by this act to be due and payable.

SEC. 5. This act shall take effect and be in force from and after its passage.

THE TESTIMONY

For the prosecution was renewed by the re-calling of Jacob Geyer, who testified that the books from which the statement of Smith's deficiency was taken were correctly kept. Any mistake made would be detected under the system of book-keeping used. In school district books, under the administration of Repine, accounts were kept on the wrong page; this did not make any material difference. The witness was examined in relation to certain transactions in taxes while he was in the Treasurer's office. He transacted business for parties in New York, but always drew on them for the amount necessary to pay the the taxes, and never used any of the public money for this purpose. The balance of Geyer's testimony was not of any special interest, being a statement of accounts and payments.

STATEMENT OF EDWARD BURR.

Was deputy county treasurer at the time of the Smith troubles; obtained the statement of the deficiency from the office; took it to Smith to sign; no one was present when he signed it; the books were kept in double entry, and any mistake would be likely to be noticed when a balance was struck; a balance might be forced; as far as I examined, the books they were correct. Cross examined. Went alone when I took the statement to Smith to sign. He was in bed when he signed it. Was appointed deputy by Smith, at the request of his bondsmen. The statement or report was made out for the county board; don't know that it was a final showing, Smith's resignation had not been handed in at that time, but was in the hands of his friends; did not compare the statement, and the account of the books. Geyer made out the statement.

STATEMENT OF CARL MOLLER.

Was formerly cashier of the German Savings Bank; held that position three years; Smith had two accounts with the bank, both in his own name. Prior to the 3d of July 1872 Smith had but one account, and that was overdrawn. By October 13, 1873, this overdraft amounted to over $10,000. When Smith commenced keeping two accounts had a conversation with him on the subject, asked him if he wanted one kept as treasurer of the county. He replied "that he would be damned if he kept any account in the name of treasurer'" after he had given the bond that he did; the two accounts were distinguished by the color of the check. Witness testified to the transfer of money from public account to make up the amount of the overdraft on the private account; also to certain transactions and speculations in script with Smith. A brief example given by the witness in relation to these transactions will explain: if the bank purchased $2 000 worth of script for $1,600, Smith would give them $1,800 for the same, and turn it in for the full value.

A full statement of the accounts of Smith with the bank were given by the witness. No cross-examination of any importance made.

STATEMENT OF CHARLES PEAPER.

The testimony of this witness but corroborated the statements of Meller and the other officers of the bank. He testified to the overdraught being squared up by a check on the public fund; said Smith often advised as to the management of the affairs of the bank; knew he kept two accounts; made out the certificates of deposit. No cross-examination.

TESTIMONY OF H. B. HALYARD.

Recognize this piece of scrip for $13,140; saw it when it first came into the office; saw it afterward, when it was handed me by Mr. Smith's son; this was in December, after the troubles were made known; the books in the Treasurer's office were kept correctly; Smith never directed any fraudulent entries to be made in the books; returns to Smith were our evidence of the entries in the books outside of those we made ourselves.

TESTIMONY FOR THE DEFENSE.

Some of the witnesses for the prosecution were absent, but the court decided not to wait for their appearance, and the testimony for the defense began.

Char. Peaper, assistant cashier of the German Savings bank, was called, and testified as follows:

Knew of a loan being negotiated at the bank with W. Marchand, by Geo. S. Smith; he said he was secured by a mortgage; Smith assisted in raising money for the bank when the financial troubles begun; went to Topeka and raised $3,000; was a large deficit in the German Savings bank when they closed business.

Cross examination not material.

TESTIMONY OF CARL MOLLER.

In regard to the Joseph H. Kinnear deed given to Smith in consideration of $6,000, do not remember the transaction; have no knowledge why the land was conveyed. Other matters were developed, but not of any particular importance.

TESTIMONY OF JACOB GEYER.

(Was presented a paper to identify); said he recognized the document. (It was the circular issued just before the election by the witness, stating that everything was correct in the treasurer's office, and making affidavit to that fact); Mr. Halyard and myself signed the paper; other papers of a similar nature were signed at the same time, one by myself and the other by John Wilson and E. D. Russel; this last paper was in relation to the correctness of the Court House bond account; these circulars were issued during the election campaign; the contest was a bitter one; knew of the transaction between Mr. Smith and Mrs. Mary A. Thomas; he let her have money to pay her taxes; Mrs. Thomas was from Cincinnati; don't know whether the money loaned was public or private money; know of a trade between Mr. Hastings and wife and Mr. Smith, involving the sum of $6,000; (here the various affidavits, made by Geyer, Halyard and others at the time of the election contest were read). On being cross examined, the witness stated he believed the facts sworn to in his affidavits to be true at the time, afterward found them to be untrue.

CROSS EXAMINED—Went to the bank of Scott & Co.; saw Mr. Lyman Scott; asked him why the check drawn was not paid; he said there were no funds; investigated at other banks some time afterward; could not get money from them; did not wish to further expose the affairs of the office, and did not inquire at any of the other banks, with the exception of the German Savings bank and Insley, Shire & Co.

TESTIMONY OF JOHN WILSON.

Know the defendant, Smith; am a partner of the firm known as the Great Western Manufacturing Company; Some time about the middle of August, 1873, Smith loaned the firm $5,000; the circumstances under which the loan was made are as follows: I was one of the board of County Commissioner; as chairman of the Committee on Ways and Means, the proceeds of the court house fund came through me to the treasurer; about the time above mentioned, I turned over to him drafts to the amount of $10,000; one of these drafts for $5,000 he loaned to the firm, and a note was given in return.

This note was on maturity renewed for part of its face, a new note given to Mr. Mayo and the old one taken up. Ten per cent. interest was paid on the note. The report of the County Treasurer was submitted to the County Board sometime in July 1873; was not examined till sometime afterward; may have been as late as December; was after the deficit was discovered. On being cross-examined the witness stated that the note was endorsed by Smith when it was renewed.

TESTIMONY OF JULIUS REINARD.

Am Deputy Clerk; Smith's report on the condition of the Treasury was filed July 21, 1873; submitted to the committee for examination August 4th; committee reported December 6, 1872; Smith was not present when the committee reported or when the final settlement was made.

TESTIMONY OF W. T. JOHNSON.

Have known Geo. S. Smith for several years; before he took the office of Treasurer had some business transactions with him; received from him the balance due on the mortgage on his father's farm, of $1,110; This was in July before Smith went into office.

TESTIMONY OF DR. WEVER.

Reside in Leavenworth, and am Smith's physician; was called to visit him when he came back from the east; he was not only ill but out of his head; not fit to attend to business, and I decied visitors doing any business with him; he became rational in about a week. Attended him when he had a fit in the German Savings Bank; he was out of his head at the time, but recovered the next morning.

Cross examined—Always considered Mr. Smith a good business man.

TESTIMONY OF A. P. SHREVE.

Geo. S. Smith paid a note of $3,000 on the 15th day of September to which was attached collateral security, consisting of State and County scrip. The scrip was not returned to Smith; don't know who he paid notes to. One error of $100, in the book which was promptly righted at the time; don't know of any money passing over the counter of Smith's, that he did not get credit for. He said he gave a party on the street $10,000 to be placed to his credit, but he believed the party had failed to credit him. As regards to credits of the 8th and 9th of July, knew nothing about further than I made the entries from the deposit ticket. I have been to Smith's office for money for the bank when she was in need of funds.

TESTIMONY OF H. W. GILLETT.

Know Smith; have had an opportunity of knowing him. Question asked—Are you one of his bondsmen? Well, my name is on a paper they claim as a bond. When the rumors were afloat that Smith was short, went to him and told him he must do what he could to secure his sureties. He expressed a willingness to do so, and placed all his property in the hands of Mr. Bruce and myself; no trouble was experienced in getting the conveyances; Smith said at time he did not believe there was anything wrong unless he had been robbed; everything he had was turned over, even to his wife's jewelry, piano, &c.; we got three or four thousand dollar's worth of property that we could not have reached ordinarily; did not go to see Smith until he had partially recovered from his sickness. The witness produced the notes, deeds and statements of indebtedness turned over by Smith and fully explained their nature to the prosecution. The testimony on these notes, accounts, &c., was very voluminous, and not particularly interesting.

TESTIMONY OF GEO. S. SMITH.

The defendant was put upon the stand and gave a full explanation of the deeds and mortgages, which were introduced as evidence by the prosecution. According to his statement very little money changed hands in these transactions The Hopkins' deed for $500 was purchased for $350. The P. H. Smith deed for the payment of taxes and certain commissions due from an old customer of Smiths. The Kinnear pork house for a warrantee deed of the farm in Missouri, the Smith lot and $800 in money; Hasting's farm traded for a stock of goods in Southern Kansas, and $2,500 in cash; Susan Smith's deed obtained for money loaned and payments made. In regard to the price of scrip being used as collateral, Smith stated that he found it was not cancelled, took it to Scott & Co.'s bank and borrowed $5,000 on it for county purposes; reported the money in the German Saving's bank; paid the $5,000 afterward and carried the piece of scrip in his pocket for sometime and finally turned it in to the office.

He stated that the money was used in paying