

CHARITON COURIER.

C. P. VANDIVER Editor and Prop.

MAN WAS MADE TO HUSTLE.

Terms:—\$1.00 A YEAR
SPOT CASH

VOLUME XXXV.

KEYTESVILLE, MISSOURI, FRIDAY, NOVEMBER 10, 1905.

NUMBER 40

CORN! CORN! CORN!

Wm. Moore, Manager of the Elevator at Keytesville, owned by the Wm. Pollock Mill & Elevator Co., has just been notified that the company had contracted 600,000 bushels of corn to be delivered on or before January 1st, 1906, and that 50,000 bushels must come from Keytesville. In order to get that amount in such a short time the company realizes that they will have to pay the very highest price the market will afford. So every farmer that has corn to sell, will as they have heretofore done, make money by selling to

Wm. Pollock Mill and Elevator Co.

A Peculiar Suit.

J. H. Jaco has filed a peculiar suit for the ensuing February, 1906, term of circuit court at Salisbury against Heber L. Hayes, J. O. Rice and Wm. McNulty. All the parties to the suit reside at Salisbury.

For his cause of action Mr. Jaco states in his petition that on the 14th day of October, 1905, defendant, Wm. McNulty, offered and agreed to wager and bet plaintiff that plaintiff could not, within 10 days from said date, husk and crib 100 bushels of corn in a period of 10 hours in the same day; that at the time of proposing said bet or wager said defendant wrote his check for the sum of \$100 and delivered it to the defendant, J. O. Rice.

Plaintiff says that he did not at the time, nor at any time thereafter, assent to the terms of said wager nor agree to a forfeit of \$100 within the time nor upon the conditions above set out; that at the time said wager was proposed by defendant, McNulty, and that at the time said check was delivered by said defendant to defendant, J. O. Rice, he (plaintiff) did propose to wager and offered to bet said McNulty that he (plaintiff) could, in a period of 10 hours, husk 100 bushels of corn, and, at the time, drew his check in the sum of \$100 and deposited it with defendant, J. O. Rice, to be delivered to the winner of said wager when the terms thereof were assented to by defendant, McNulty; that at the time McNulty did not, nor has he since, assented to the terms of the bet or wager as proposed by plaintiff; that defendant, J. O. Rice, had full knowledge of the facts at the

time and was repeatedly advised by them thereafter; that defendant, Rice, on October 16, 1905, cashed said checks, and the proceeds thereof, the sum of \$200, were delivered to the defendant, Heber L. Hayes, who was at the time advised of the purposes for which said money was deposited, which was October 16, 1905.

To make a long story short, there seems to have been some misunderstanding in regard to the terms of the bet or wager, and Jaco has brought suit against the three defendants for his \$100, which was turned over, together with McNulty's \$80, to Rice and McNulty by Hayes on representations made to him by the two other defendants.

At all events Jaco is out \$100 and wants his money back. Fred Lamb of Salisbury brought the suit for plaintiff.

Roll of Honor.

The following friends have remembered us substantially during the past two weeks by either becoming new subscribers or by renewing their subscription to the COURIER. May heaven bless 'em:

NEW SUBSCRIBERS.

Jas. Wright,	P. W. Blakely,
W. F. Grinstead,	J. D. Sharp,
F. D. McCarthy,	Mrs. Thos. V. Younes,
Andrew Johnson,	C. H. Stoner,
	Jake Guthridge, chl.

RENEWALS.

P. J. Gladbach, Jr.,	B. A. Smith,
Mrs. Harriet Jennings,	A. G. Smitz,
S. P. Logan,	J. B. Logsdon,
Mrs. H. W. Hall,	Tom Rice,
S. A. Gibson,	W. T. Curran,
R. S. Richardson,	Mrs. T. M. Sullivan,
G. C. Martin,	J. T. Cooley,
J. R. Chrisman,	J. M. Bartlett,
John Kincaid,	Joe Hinton,
Jos. Lahoff,	John H. Rehling,
Mrs. Ira Hooker,	B. F. Brewer, Sr.

A \$40,000 Damage Suit.

Anna Mairens of La Plata, Macon county, has brought suit for \$40,000 against the Wabash Railroad Co. for personal injuries received in what is known as the "Warrenton wreck," which occurred on the Wabash, about three miles west of Warrenton, Warren county, Mo., September 6, 1905. The suit was first brought in the Adair county circuit court, and comes, on change of venue, to the November term of the Chariton circuit court.

According to plaintiff's petition she purchased a ticket at La Plata for St. Louis over defendant's road on the date named above; and she charges that through the carelessness, negligence, etc., of defendant the car in which she was riding was wrecked, three miles west of Warrenton, and that she was thrown against the seats and sides of the car and into a hollow with great force and violence and sustained the following injuries:

Her left ankle joint was crushed, wounded, bruised, contused and dislocated, causing the left ankle and leg and foot to become swollen and inflamed, injuring the nerves thereof, and causing said ankle to become permanently ankylosed, entirely destroying its use; her back and spinal column were wounded, crippled, bruised and maimed, and her entire nervous system received a severe and permanent shock; that she received a serious curvature of the spine; that her entire body was cut, contused and wounded; that she has sustained serious and permanent injuries; that her injuries caused irritation, fever,

inflammation and suffering; that she was confined to her room and bed for eight months and can only walk now by the aid of canes and crutches, and that she is hopelessly and incurably crippled for life; that she was compelled to expend large sums of money for doctor bills and medicine in attempting to be cured of said injuries.

By reason of the promises she has suffered great pain and mental anguish; that she has lost her natural sleep and rest and is subject to violent headaches; that all of her said injuries will be permanent, and resulted from and were occasioned by the carelessness, negligence, recklessness and want of skill of defendant's agents and servants in charge of its roadbed and train.

Wherefore, plaintiff asks damage in the modest sum of \$40,000. John T. Baker of La Plata and Campbell & Ellison of Kirksville are plaintiff's attorneys.

J. E. Slater in Jail.

A man who struck Keytesville last July and represented himself as hailing from Rock Rapids, Iowa, and who said he desired to buy a Missouri farm, is now in jail to serve out a sentence of 105 days, imposed in Justice Wm. P. Jared's court Monday morning for obtaining \$10 under false pretenses from Liveryman T. J. Shaughnessy of Keytesville the 27th of last July on the strength of their joint purchase of B. C. Smutz' livery-stable at Mendon.

He gave his name as J. E. Slater, and contracted with E. B. Kellogg, a local real estate agent, for the purchase of J. A. Stender's 160-acre farm, 2 1/2 or 3 miles northeast of Keytes

ville, but Slater turned out to be a confidence man, and the deal for the Stender farm was never consummated, although Mr. Kellogg expected about \$15 in livery hire and sundries in his efforts to sell Slater a farm. As first payment on the Stender place Slater made a draft on the First National bank at Rock Rapids, but the draft proved to be worthless.

While here Slater also bunkoed the Farmers bank out of \$10, beat F. L. Elledge out of a hotel bill and failed to liquidate any account for cigars purchased of Will Elledge from whom he also "borrowed" a pair of gold-framed spectacles and forgot to return them.

Under the name of the Alias of Ely he has just finished serving a term of 40 days in the Henry county, Mo., jail for practicing his vain tricks in that county, and when his time expired there Sheriff S. J. Shaughnessy went to Clinton and returned with the wily swindler Sunday morning.

It is probable that he will also be tried for such other offenses committed here as he can be prosecuted for under the law, but he seems to have been too sharp to go far enough to land himself in the penitentiary.

Messrs. W. R. McGrew, Thos Kincaid, M. T. Zimmerman and J. M. Bartlett, the three former of near Mendon and the latter a resident of that thriving village, made the COURIER a friendly call Wednesday. They were down to protest to the county court in regard to the proposed Salt creek drainage ditch. Mr. Bartlett kindly contributed to our gas-line engine fund while at our sanctum. There are many others who should be equally considerate and do likewise.

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