

CHARITON COURIER.

C. P. VANDIVER Editor and State His. Society

MAN WAS MADE TO HUSTLE.

Terms:—\$1.00 A YEAR

VOLUME XXXV.

KEYTESVILLE, MISSOURI, FRIDAY, NOVEMBER 24, 1905.

NUMBER 42

THANKS-GIVING DAY

will be next Thursday and when you prepare for your big dinner, remember we are headquarters for all good things to eat. We quote a few items:

Extra Select Bulk Oysters Blue Ribbon Celery,

Heinz' extra Mince-meat in bulk; Cape Cod Cranberries; new almonds; walnuts; Brazil nuts; figs; dates, plain and stuffed; oranges; lemons; bananas; apples; French peas; Wedding Ring corn and tomatoes; olives, plain and stuffed with pimientos; Saratoga flakes; cheese sandwiches, and cakes and crackers of all kinds—

FRESH.

Come in person or call up Phone No. 26, and get the best of goods; then by placing your order with us you can get it filled correct.

Remember we lead, others follow

S. M. WHITE

Phone 26

KEYTESVILLE, MO.

Cupid's Conquests.

NOBLE-CAIN:—Andrew L. Noble and Miss Bertha Cain, both of Sumner, were married in that village Tuesday, November 21, 1905, Justice F. M. Lewis tying the nuptial knot.

HAYWARD-WILLIAMS:—J. P. Hayward, a well-to-do farmer of near Rockford, and Mrs. Amanda Williams, widow of the late Ed Williams, Sr. of Salisbury, were married at the Brown hotel in Keytesville at 2:30 o'clock Wednesday afternoon, November 22, 1905. Rev. O. Phillips officiating.

STEWART-TATE:—Lloyd M. Stewart, the efficient and affable assistant cashier of the Bank of Mendon, and Miss Grace Tate, an attractive and accomplished daughter of Mr. and Mrs. W. P. Tate of Dalton, were married at the residence of the officiating minister, Rev. Paul B. Jenkins, in Kansas City, Wednesday, November 15, 1905. The bridegroom is a son of Mr. and Mrs. J. W. Stewart, splendid people of near Brunswick, and is a young man of good habits and fine business and social attainments. The bridal couple returned to Mendon Friday night. The COURIER's choicest benediction is pronounced upon their union, and we hope for them a long life of the truest happiness and the greatest success.

The Brunswick high school football team was in high glee Saturday evening, having roasted the DeWitt eleven on the gridiron that afternoon to the tune of 7 to 5. This was the first game ever played by the Brunswick boys and they had a just right to feel elated over their victory as DeWitt had taken part in three or four other games this season.

CIRCUIT COURT PROCEEDINGS.

Regular November, 1905, Term at Keytesville.

Court convened Monday morning, November 20, about 9 o'clock, with all the officers present, viz: Hon. John P. Butler, judge; J. F. Pratt, prosecuting attorney; S. J. Shaughnessy, sheriff; Miss Grace Morris, stenographer, and Z. T. Lamkin, clerk.

Court was opened in due form by public proclamation of S. J. Shaughnessy, sheriff, who, with his deputies, F. M. Veatch, P. R. O'Bryan and Chas. Parker, was sworn to summon jurors and execute other process returnable at this term of court.

The following gentlemen are serving on the regular panel of petit jurors:

JURORS.....TOWNSHIPS
Geo. Porter.....Bee Branch
V. S. Harper.....Bowling Green
W. T. Magruder.....Brunswick
S. S. Davenport.....Brunswick
H. S. Locke.....Chariton
Wm. Couch.....Clark
J. W. Linebaugh.....Clark
J. F. Kelly.....Cockrell
J. T. Robinson, Jr.....Cockrell
J. B. Culbertson.....Keytesville
M. A. Prather.....Keytesville
Wm. Ray.....Mendon
T. E. Prather.....Mussel Fork
John B. Hayes.....Salisbury
Wm. G. Pfeifer.....Salt Creek
F. P. Lamb.....Salt Creek
B. H. Richardson.....Wayland
W. J. Todd.....Wayland
M. H. Washburn.....Yellow Creek

John A. Goll of Missouri, John Welch of Mussel Fork, John Dickinson of Triplett, W. A. Wilkinson of Yellow Creek and J. W. Gilbert of Cunningham township were members of the petit jury, but Mr. Goll and Mr. Welch were excused from service on account of sickness in their families. Mr. Dickinson, Mr. Gilbert and Mr. Wilkinson were not present.

Disposition of causes had taken place as follows up till yesterday at noon:

CIVIL CASES.

John H. Phelps et al vs. Wm. T. Phelps et al, partition; sheriff ordered to pay to Z. T. Lamkin, circuit clerk, the sum of \$25.50 for the use of Willie Robbins; clerk's receipt taken; sheriff's final report filed and approved, and cause continued to pass from the docket.

Mary E. Miller et al vs. J. T. Miller et al, partition; sheriff ordered to pay to Z. T. Lamkin, circuit clerk, the sum of \$146.35 for the use of C. A. Miller, and the sum of \$146.35 for the use of Elzana Miller; clerk's receipt taken; sheriff's final report approved, and cause continued to pass from the docket.

Susan G. Redman, ex parte, partition; order of sale of land renewed on basis of one-half cash and balance in six months with interest at six per cent; purchaser given privilege to pay all cash, and cause continued to await sheriff's report of sale.

Geo. R. Baccus vs. F. D. Wolam, specific performance; nonsuit.

Tillie Woodward vs. Wabash Railway Co., damages; change of venue awarded to the circuit court of Macon county at LaPlata.

A. S. Taylor et al vs. Wabash Railway Co., damages; compromised and dismissed by agreement at defendants' cost.

Drainage district No. 5 vs. Jas. T. Warden, damages—appeal; continued by agreement.

Same vs. Henry Hopner, same; same.

Same vs. Jos. Gross, same; same.

Anna Meirens vs. Wabash Railway Co., damages; continued by agreement.

Laura Kelso vs. same, same; same.

Rosalie Drew vs. same, same; change of venue awarded to the circuit court of Macon county at LaPlata.

John Drew vs. same, same; compromised and dismissed at defendant's costs.

Isaac Drew vs. same, same; same.

Lillie M. Drew vs. same, same; same.

Maggie M. Reuck vs. Aaron Reuch, suit for maintenance; change of venue awarded by agreement to the circuit court of Linn county at Linneus.

F. M. Veatch vs. Wm. G. Pfeifer, conversion; defendant given 60 days in which to answer, and cause continued.

Lois Kennedy et al vs. Jasper N. Gaines, suit to ascertain title; change of venue awarded to the circuit court of Daviess county.

Jas. R. Mason vs. Lemuel Bayne, ejectment; trial by court, and judgment rendered for defendant.

Isaac P. Ryland, trustee in bankruptcy, vs. Edna Kennedy et al, equity; continued by agreement.

J. W. Robertson vs. C. P. Vandiver, libel; motion for new trial overruled, and plaintiff granted 90 days in which to file bill of exceptions; application and affidavit of plaintiff for appeal to the supreme court, and appeal granted; plaintiff allowed 10 days after adjournment of this term of court in which to file an appeal bond in the sum of \$200.

C. P. Vandiver vs. J. K. Robertson et al, damages; defendant files application for a change of venue, which is awarded to the circuit court of Randolph county at Huntsville the 1st Monday in January, 1906.

W. A. Dennis et al vs. W. J. Dennis et al, partition; report of W. A. Dennis, commissioner in partition, of final distribution of the estate filed and approved and cause ordered to pass from the docket.

H. C. Atterbury et al vs. Ira F. Hendricks, debt; continued on the application of and at the cost of defendant.

H. C. Atterbury et al vs. W. M. Hopkins et al, debt; trial by jury, and verdict for plaintiff for \$615.82.

Andrew Mackay, Jr. vs. L. H. Herring et al, ejectment; continued on the application of and at the cost of plaintiff.

Jas. Barry vs. R. A. Patterson, suit to ascertain title; change of venue awarded to the circuit court of Saline county.

Covey Heryford vs. Mary E. Walton et al, equity; nonsuit.

Sarah A. Miles vs. Milton C. Smith, suit on note; nonsuit with leave to withdraw note sued on by leaving copy.

Frances V. Riley vs. Jesse Riley et al, partition; F. C. Sasse appointed guardian ad litem for Leta Kate Riley and Beulah Bell Diehl with leave to file answer; trial by court; judgment of partition as prayed and land ordered sold on terms of one-half cash, balance on one-year's time with privilege of paying all cash; decree filed, and cause continued to wait sheriff's report of sale.

W. A. Colson vs. Emma A. Dickson et al, equity; Fred Lamb appointed guardian ad litem for Wm. E. Colson, a minor, with leave to file answer.

Emma A. Dickson et al, vs. Nancy E. Gheens, same; same; Chas. Haffcke vs. Matilda Haffcke et al, suit to decree title; R. Homer Love appointed guardian ad litem for Nora and Chas. Haffcke with leave to file answer.

Chas. Maddox et al vs. Nannie O. Pollard et al, suit for order to sell land; W. H. Bradley appointed guardian ad litem for Herbert, Lucille, Anna May and Ralph Pollard with leave to file answer.

Silas A. Card et al vs. L. M. Rummell, suit to reform lease on contract; trial by court; Thos. N. Bresnehan appointed trustee; plaintiff to pay costs except defendants' witnesses; cause continued to pass from the docket to be redocketed on notice and motion.

The Unity Co. vs. J. K. Robertson & Son, suit on notes; trial by a jury, which returns a verdict for defendants in the sum of \$275.

CRIMINAL CASES.

State of Missouri vs. Mary E. Eastin et al, murder; dismissed as to Frank Eastin; Mary E. Eastin, Wm. N. Bradley and John O'Bryan waive formal arraignment and plead not guilty, and cause is transferred, by agreement, to the February, 1906, term of circuit court at Salisbury. The three defendants in this case are charged with the murder of Jos. Denby, a young sewing machine agent at Mrs. Eastin's home, 4 1/2 miles southeast of Salisbury, the 25th of last August. It was at first claimed by Mrs. Eastin that her 9-year-old son, Frank, shot and mortally wounded young Denby, but Prosecuting Attorney J. F. Pratt now dismisses as to the boy, and will endeavor to convict the three adults of Denby's murder. O'Bryan is a brother and Bradley a brother-in-law to Mrs. Eastin. Defendants' bond was placed at \$5,000 which they gave with Emma Bradley and Jordan O'Bryan as securities to appear at the February circuit court.

State of Missouri vs. John Thomas Gribble, seduction under promise of marriage; defendant waives formal arraignment and pleads guilty. Sentence has not yet been passed. Young Gribble lives up near Eccles and the young lady he pleads guilty to having seduced under promise of marriage is Miss Alva L. Cloyd. The crime was committed on or about May 6, 1905.

State of Missouri vs. Chas. Randolph, felonious assault; continued by agreement; defendant's bond in the sum of \$500 is approved with W. T. Magruder and F. C. Sasse as securities. Randolph is the young man who made an almost deadly assault with a green osage orange club on Manuel Dearman at Brunswick the 24th of last June.

State of Missouri vs. John P. Waltz, common assault—appeal; defendant asks that his appeal be dismissed; the court thereupon enters judgment of affirmance of fine of \$10 and costs; capias execution to issue. Waltz is the man who was arrested on a warrant issued by Justice F. M. Lewis of Cunningham township on a charge of assault for striking, beating and wounding Matie Mayhugh the 5th of last July. The defendant took a change of venue from Justice Lewis to Justice A. W. Guillard's court at Triplett before whom he was tried, found guilty and fined \$10 and costs.

Probate pointers.

Est. S. H. Fleming; Dr. B. Hughes allowed an account for \$12 against said estate.

Est. Legrand Wisdom; On application of O. P. Ray, administrator, and for good cause show, final settlement is continued until next term of this court.

Est. J. W. Davis; M. A. Knappenberger, former administrator, presents receipt of Geo. W. Rucker, administrator de bonis non, for balance shown to be due on final settlement, and it is ordered that said M. A. Knappenberger be finally discharged.

Est. Mildred J. Bondurant; Dr. B. Hughes, administrator, reports private sale of equity of redemption in real estate of estate of Mildred J. Bondurant, deceased, to-wit: The e h p w 21-53-19 to Chas. Meyer for \$2,300. Sale approved and decreed ordered made to purchaser.

Est. Willie Nickerson; On application of George Nickerson, father of Willie Nickerson, a minor, it is ordered that Thos. M. Bentley be and is appointed guardian and curator of the estate of said minor. Bond in the sum of \$500 approved with J. E. Dunn and J. B. Dameron as securities.

Est. Wm. Hinkle; On application of W. W. Mosher and at the request of Orville Hinkle, a son of Wm. Hinkle, deceased, it is ordered that said W. W. Mosher be and is appointed administrator of the estate of said Wm. Hinkle. Bond in the sum of \$1,400 approved with Wm. E. Hill and M. W. Anderson as securities.

Final settlements of estates approved as follows: Thos. J. Folken, George W. Moore, administrator, and said settlement showing a balance of \$897.42 to be distributed, said sum is ordered distributed as follows: To heirs of Herman Folken, \$299.14; Anna Moore, \$299.14; John and Wm. Ehrhardt, \$149.57, each.

Annual settlements of estates approved as follows: Kendrick Redman, O. P. Ray, guardian and curator, 3rd; Dan'l Buzzard, O. P. Ray, administrator, 1st; heirs Patrick O'Riley, Margaret O'Riley, guardian and curator, 1st; heirs W. S. Wright, C. K. Mauzey, guardian and curator, 8th; heirs Henry Strub, Magdalena Strub, guardian and curator, 3rd; Bettie and Hattie Cunningham, J. B. Dameron, guardian and curator, 5th, and said settlement showing a balance of \$13.17 due each of said wards, it is ordered that said guardian and curator pay said balance to the mother of said wards for necessary clothing, and on compliance with said order said guardian and curator is discharged; Emma Hager, R. P. Hager, administrator, 1st.

Many of our citizens took chances on lots in new towns in the Indian Territory and Oklahoma at \$20 to \$30 a chance. A better investment would be \$10 in a draw for a lot in Whitham where there is no doubt about getting a lot and a chance for getting a mighty good one.

Plant your ads for the holiday trade.

Drainage District Fees.

The following is a list of fees allowed by the county court at the recent November term for drainage district No. 4, and known as the "Chariton river drainage district," bonds for which have been issued in the sum of \$180,000, but they brought a premium of \$7,700:

FEES.

T. O. Stanley, civil engineer.....	\$1,995.40
John Bayne, vieweer.....	163.00
Jos. A. Hooper, vieweer.....	163.75
E. M. Williams, vieweer.....	159.00
Livery hire for vieweers.....	26.00
Hotel bill for vieweers.....	20.00
R. C. Jackson, livery bill for vieweers.....	7.50
Expense and time of surveying party.....	1,720.41
Press-Spectator, printing.....	400.00
Elliott & Co., abstracts.....	300.00
T. J. Jackson, livery hire Staats & Bunnell, livery hire.....	3.50
Buxton & Skinner, bonds advanced for bonds.....	156.45
J. W. Grizzell, cash advanced for bonds.....	65.00
J. W. Grizzell, cash advanced for delivering bonds for registering at Jefferson City, thence to Chicago.....	77.50
J. W. Grizzell, services in disbursing funds, delivering bonds and extra cost in giving bond to district.....	500.00
People's bank, interest on note.....	103.27
C. C. Hammond, attorney fees.....	3,250.00
C. C. Hammond, expenses.....	100.00
J. A. Collet, attorney fees.....	3,350.00
H. H. Miller, clerk's fees.....	916.69
E. B. Welch, two-day's services as county judge in signing bonds.....	11.20
H. H. Miller, assignee of Roy W. Rucker, comparing and certifying record.....	10.00
Roy W. Rucker, transcript of record.....	75.00
Damages allowed by vieweers and court.....	7,973.45
Total.....	\$21,572.87

It strikes the COURIER that some of the above fees are exorbitant, but they remove no epidermis from our anatomy, and they are entirely a matter between the county court and the parties interested in the drainage district, but as the members of the court are all followers of Jos. W. Folk and advocates of "civic righteousness" they ought not to stand for any sort of "graft." Judge R. T. Morehead left the bench when a portion of the fees was allowed as he regarded them as too high. He should, however, have kept his seat and had his dissenting vote entered of record.

Now that "Uncle" Joe Robertson and his son, J. W., have recovered \$275 of the monev for which a Chariton county jury holds they did not get value received in the purchase of a type-setting machine, we hope your "Uncle" Joe and his exemplary son will no longer delay returning the \$400 for which they failed to give the editor of the COURIER value received in a newspaper deal the 31st of last January. If the Robertsons were right in the type-setting machine case, then they were wrong in taking our money without giving us anything in return for it. The above is submitted for the careful and prayerful and tearful and fearful consideration of your "Uncle" Joe.

When the building of the bank, hotel and Santa Fe elevator, together with numerous other business houses in Whitham begin in the spring, it will be too late to get a lot for \$35.