

**WHISKY TRUST RESISTED.****VALIDITY OF ITS REBATE SYSTEM  
BEING CONTESTED.****Glasner & Barzen Bought Goods of an Anti-Trust Distiller and the Trust Refused to Honor Its Vouchers—Said to Be a Test Case.**

Wholesale liquor dealers are anxiously awaiting the result of the suit of the Distilling and Cattle Feeding company of Peoria, Ill., otherwise the great whisky trust, against Glasner & Barzen, a wholesale liquor firm of Kansas City, a transcript of which was filed in the circuit court yesterday. The suit is the result of a vigorous fight on the trust instituted by Glasner & Barzen, in which the validity of the rebate system by which the trust has been enabled to so strongly entrench itself, is being contested. It is said that rebate vouchers of the whisky trust to the amount of nearly \$30,000 are held by Kansas City wholesalers alone. In the justice's court from which the suit was appealed the trust was beaten.

**AN ENORMOUS TRUST.**

The Distilling and Cattle-Feeding company is an Illinois corporation, capitalized at \$35 million dollars and controls practically all the alcohol, high wine and cologne spirits distilled in the United States. The price of spirits is fixed by it and as it controls the output, wholesalers throughout the country are perforce its customers. What has contributed a large share to its strength is the manner in which it sells. Goods are sold at full price but on every proof gallon it allows a rebate payable in six months on condition that the purchaser buys all of his goods from the trust. In this way it manages to get a monopoly on the business and has the free use of the purchaser's money for six months. The vouchers are made negotiable and their conditions are strictly enforced.

**A COPY OF A VOUCHER.**

The following is one of the vouchers delivered to Glasner & Barzen:

PEORIA, ILL., Feb. 11, 1893. No. 1389.—Subject to the conditions named herein and for the purpose of securing the continuous patronage of the within named purchaser, the successors and assigns of the same, for its product the Distilling and Cattle Feeding company, six months from the date of this purchase voucher, will pay to Glasner & Barzen of Kansas City, Mo., thirty-three 78 100 dollars (\$33.78), being a rebate of 7 cents per proof gallon on 716.40 proof gallons of the Distilling and Cattle Feeding company's product purchased this day. This voucher will be valid and payable only on condition that the above named purchaser, the successors and assigns of the same, from the date of this voucher to the time of its payment, shall have bought their supply of such kinds of goods as are produced by the Distilling and Cattle Feeding company and all compounds thereof, exclusively of one or more of the dealers named on the back hereof until further notified and shall also have subscribed to the certificate on the back hereof.

(Signed) DISTILLING AND CATTLE FEEDING CO.  
J. B. GREENHILL, President.

Several months ago Glasner & Barzen held rebate vouchers of the whisky trust amounting to \$270. They needed whisky and were quoted prices by a Kentucky distiller far below the prices of the trust. They accordingly bought of the Kentucky distiller. The Distillers and Cattle Feeding company learned of the transaction and announced that inasmuch as Glas-

**A FEE GRABBER'S VICTIM.****Joseph Newman Tells What He Got To  
\$64 in a Justice's Court.**

Joseph Newman, proprietor of the Washington market at the corner of Eighth street and Charlotte street, was one of the victims of the fee grabbing operations in Justice Browne's court. He paid \$64 in fines and costs Tuesday afternoon.

"Last Friday afternoon," he said to-day, "Louis Johnson, a deputy constable, came to my store with another man whose name I don't know. They gave me to understand that they were strangers in town and were staying just across the street. I had been selling liquor in gallon quantities, supposing I had a right to do so. I told them I would sell them a gallon. They said that was more than they wanted or could drink. There were two empty beer bottles on the counter and they asked me to fill them, which I finally did. Then they left.

"Tuesday afternoon a deputy constable arrested me and showed me one state warrant. He took me to the justice's office in his buggy. The free ride was all I got out of my \$64. On the way he told me that the best thing for me to do would be to plead guilty and pay my fine. He said if the case ever came before United States Judge Phillips it would cost me \$500, because Judge Phillips was appointed for life and didn't care what he did. I didn't understand what a constable in a justice's court had to do with Judge Phillips or how a state case could come before him. The constable said my fine would only be \$1, so I figured that the costs would probably be about \$10. It was not until I got to the courtroom that I learned that there were four cases against me. The assistant prosecuting attorney told me to plead guilty and the fine would be small. Charley Yost was there in the same boat. We agreed to plead guilty. When the clerk handed us our bills they were for \$17.50 each. My eyes stuck out and I didn't have a word to say at first, but Yost objected because he thought that was too much. The judge said to him: 'Let me see your paper.' The judge then changed it to \$64 and said the clerk had made a mistake. When I saw what Yost had got into I made up my mind not to say anything, and got behind the stove to get out of sight because I was afraid mine would be changed too. But I couldn't get away. They made my bill \$64 too. I asked the judge for an itemized statement but he said that was all right; it wasn't necessary. So I hurried and paid him because I didn't want him to change the bill again. William Reinhardt was there too. He paid \$64 on three counts and I don't understand how they made that up either."

"Now there are several things about this that I don't understand. How can a constable get fees for four arrests of one man when he only makes one? How can they run up witness fees when a man pleads guilty? The prosecuting attorney gets \$5 for every conviction, I understand. Then he must have got \$20 out of me. What did he do to earn it?"

"The deputies stood around and seemed to gloat over us when we paid our fines."

Mr. Newman showed his receipt. It is made out to Jos. Newman in the case of "State vs. Jos. Newman and John Doe." Who John Doe is Mr. Newman does not know. He sold the liquor himself. The document is a receipt in full, but though the blank provides for items of cost they are not filled. It does not show whether there were one or ten cases but simply reads "fines and costs \$64" and is signed by W. H. Browne. Mr. Newman, like others has advertised to sell beer in gallon

**NORTHERN PACIFIC****SHARP PRACTICES CHARGED  
OFFICERS OF THE P.****Vice President Oakes, Director  
Henry Villard and Others  
Bill Filed in the Milwaukee  
Circuit Court of Double De-**

MILWAUKEE, Wis., Dec. 28.—Pacific Railroad company, by Sir of Philadelphia, its general counsel, today in the circuit court of the United States before Judge James G. Jenkins, petition for the removal of Thomas Henry C. Payne and Henry Villard as present receivers, and the appointment of other receivers in their place. The petition sets out that Thomas H. Rolston, the president of the Northern Pacific and Trust company of New York, trustee of most of the main and branch mortgages of the Northern Pacific company, chairman of the finance committee of the Northern Pacific directorate, the Oakes-Rolston board took charge of the company in good financial condition, with credit; that it had 2 million dollars in its treasury, and that its surplus for the first half of the fiscal year ending June, 1889, amounted to about \$10 million, in addition to the mortgages, amounting to \$100 million, which were fixed on the main line at that time, the Northern Pacific Railroad company was then guarantor of the bonds of twenty branch lines, amounting in the aggregate to \$100 million, and that for the purpose of other things, of taking up the branch line bonds and building up the branches as might be necessary for the completion of the business of the consolidated mortgage was authorized stockholders to secure 160 million dollars intended and believed to be sufficient to pay off all the existing main and branch mortgages and provide for all the future payments for many years to come.

**GROSS FRAUD AND MISMANAGEMENT.**

The petition declares that the Oakes-Rolston board started off with a paying large sum of cash on hand and with consolidated mortgage bonds to draw which to meet all expenses which were properly chargeable to capital account, which the stockholders subscribed took 13 millions and so that the company said and in fact did have ample funds which to conduct and properly manage the business of the company. The Oakes-Rolston combine managed to increase the charges of the company for branch lines to 26 millions to upwards of \$6 million one year, and for the acquisition of new lines no one of which (except a small one less than 1 million) ever paid the attention and fixed charges and many of them not even pay the cost of operation. The petition further charges that in many instances—and those the most disastrous—the officers and board

note this too

action and announced that inasmuch as Glasner & Barzen had violated the conditions of the vouchers, they would not honor them. On the advice of their attorney the Kansas City firm bought \$206 worth of spirits from the trust, and when payment was demanded they refused to pay for the goods unless the vouchers already held were honored. The trust threatened to bring suit, but Glasner & Barzen held their ground and when suit against them was brought before Justice of the Peace Allen, they filed answer alleging that the plaintiff was a trust under the laws of Missouri and Illinois and could not recover. They also made counter-claim for \$270, the amount of the disputed rebate.

#### THE PRESIDENT'S TESTIMONY.

Attorney J. B. Haunier, on behalf of the defense, went to Peoria and took the depositions of President J. B. Greenhut of the Distilling and Cattle Feeding company. He said that the trust was capitalized at 35 million dollars, that it controlled eighty odd distilleries and that it fixed the price of spirits. These depositions were introduced in evidence when the case was tried recently before Justice Allen. E. L. Martin and John W. Speas of the Kansas City Distilling company, the Kansas City agent of the trust, were summoned to testify but did not appear. The verdict of the jury was for \$61 in favor of the trust on its debt of \$206. Its attorneys at once appealed to the circuit court, where the case will soon be tried.

It is said that other wholesale liquor dealers are dissatisfied with the dealings of the trust and that they, too, will resist the conditions of their rebate vouchers. Their action will largely depend on the outcome of the litigation with Glasner & Barzen.

#### SHE WAS UNCONSCIOUS.

So Says Mrs. Leona Dreyer Who Wants a Divorce Decree Set Aside.

Leona Dreyer, who said she was soubrette in an opera company, called on Deputy Circuit Clerk Joseph L. Jordan at the court house yesterday afternoon and asked his assistance in having set aside a decree of divorce granted by Judge Gibson to her husband, W. J. Dreyer, November 25, 1893. She said that when the sheriff served her with the papers in the suit she was lying unconscious at her home, dangerously ill. She said she was under the impression that the divorce was to be granted the same day that the summons was served and that, therefore, when the case was called several weeks later she did not appear, and she declared with considerable vehemence that her husband's charges were false and that instead of the deserting him, he had deserted her. She wanted to know how the court's decree awarding her husband the custody of their two children could be set aside.

Mr. Jordan referred Mrs. Dreyer to an attorney, but up to the present time she has not asked formally to have the decree vacated.

#### P. H. JACKLEY IN JAIL.

Arrested at the Instance of His Brother-in-Law for Felonious Assault.

P. H. Jackley, once Union depot passenger agent for the Missouri Pacific Railroad company, was arrested last evening on a warrant issued by Justice Hawthorne charging him with making a felonious assault on James R. Dukes, his brother-in-law. Hearing was set for next Wednesday and he was committed to jail in default of \$500 bail. Jackley's wife died a few months ago and he accuses Dukes of stealing all the property and clothing left by her. The feud has existed since that time.

signed by W. H. Browne. Mr. Newman, like others, has advertised to sell liquor in gallon quantities which his government license permits him to do. According to the statutes in common use that would be lawful under state laws but since the last revision the legislature has provided that grocers can only sell in quantities of three gallons or more.

The directors of the local branch of the Retail Liquors Benevolent association called on Secretary August Zorn of the organization yesterday and asked him to correct an impression that the retail liquor dealers had taken part in the prosecutions. Mr. Zorn says they had nothing to do with the prosecutions and knew nothing of them. While the organization is willing to see the druggists prosecuted it has taken no steps to secure the prosecution.

#### NO REDUCTION OF GRAIN RATES.

Burlington Officials Say They Want to Keep the Line Out of a Receiver's Hands.

A conference between Burlington railway officials and representatives of the Commercial club, Commercial exchange and Live Stock exchange on the recent advance in grain rates was held at the Coates house this morning. The Burlington was represented by First Vice President G. B. Harris of Chicago, General Manager of Western Lines W. C. Brown of St. Joseph, General Freight Agent Howard Elliott of St. Louis, George C. Crosby of Omaha, Thomas Miller and J. S. Bartle. The Kansas City committees were all well represented. Vice President Harris stated the Burlington's side of the case and said that the earnings of the road must be increased. He enumerated the railroads that have gone into the hands of receivers and said the Burlington did not care to follow them. There was much general talking but by 12:30 o'clock nothing had been done and an adjournment was taken until 2:30. J. M. Nave and A. J. Vanlandingham were appointed by the Kansas City committees to confer with Vice President Harris during the recess and submit a stipulation to be discussed at the afternoon meeting. The sessions of the conference are executive.

#### County Judges in Secret Session.

Immediately on convening this morning the county court went into secret session with County Counselor Wash Adams and County Clerk Barr. They went into a back room, locked the doors, drew the curtains, and at noon they had not come out.

#### NEWS NOTES.

John H. Boogher, head of a great St. Louis dry goods house, died yesterday, aged 59.

Desperado Hamilton of Rosalie, Tex., shot a business man named Bush fatally yesterday and was killed by his victim.

The British steamer Cornhill collided today off Gibraltar with the British steamer Douglass Hill and sank, but her crew were saved.

Mary Lizzie Harvey, aged 16, oldest daughter of Judge B. F. Harvey, president of the First National bank of Moberly, Mo., died suddenly yesterday.

M. Muravieff, state secretary of the imperial council of Russia, has been appointed minister of justice. He is a young man of great talent who has risen rapidly.

The Northeast Missouri Teachers' association is in session at Moberly, Mo. A. P. Settle of Louisiana is president and L. J. Hill of Montgomery City secretary.

Mel Baldwin, living near Lenox, S. D., shot Mrs. William Yant, his mother-in-law, fatally and then killed himself Tuesday night because ordered out of the Yant house.

company, the officers and board were themselves interested in securities to the Northern Pacific at profit to themselves.

The story of the collapse of Pacific is then set out in great detail particularly each of the railroads acquired by the Northern Pacific which the bill declares completed in one year after the Oakes-Rolst into power.

The petition avers that in the of the united railroads of Wa members of the board derived a million dollars, while the operating road cost the Northern Pacific ending June 30, 1893, \$155,600.

#### VILLARD IN A SHARP I

The petition avers that the R Cook City railroad was owned by

of which Villard was president, many of the members of the board of the Northern Pacific Railroad were participants, who divided themselves 4 million dollars worth of notes, 2 millions of which represented Rocky Fork Coal company which had coal lands which had cost about and the other 2 millions represented the ownership of the Rocky Fork & Cook way, which cost not over \$800,000. The directors of the Northern Pacific caused the Northern Pacific to themselves, as owners of the Rocky Cook City, for \$1,400,000 in bonds, and then made a contract themselves, as representing the coal railroad, and then representing the coal company the railroad company agreed to be of coal per day at the price of \$5 delivered at the mines; and that to disguise the transaction an agreement was provided that the profits made on the coal be divided one-half to the coal company and sixths to the Northern Pacific company, the remaining two-sixths to the Northern Pacific company, to be applied to the trust certificates at par, so that in the profit made on the sale of which has never paid the expense arising out of the coal contract, the Northern Pacific company for the will eventually get 2 million dollars. The Northern Pacific company for the their trust certificates represent mine and which cost them no \$200,000.

#### STILL MORE QUEER PROCE

The Northern Pacific & Manitoba the petition avers, was organized cate composed of members of directors of the Northern Pacific which purchased at a cost of \$12,000 a mile, and that this road as directors of the Northern Pacific company, caused that company bonds at the rate of \$20,000 a million, the Northern Pacific Railroad assumed the interest on \$750,000 bonds secured upon the terminal the company at Winnipeg and at least 25 per cent of the cost or value of that property. The petition shows that this property has the mere cost of operation and the most charges which the Northern Pacific pay, amounting to more than a year, arising out of this transaction a dead loss to it. The petitioner whole scheme of acquiring the "without a business necessity or except only that thereby such members of the board of directors of the Northern Pacific Railroad company as were interested, as they in fact did, realize profit therefrom."