. . Come in and see us.

Night Clerk up Stairs.

That depends on several things, one of which is good seeds.

> Kentucky Grass Seeds.

The hest is none too good." Recleaned clover, free from "Plantin' Timothy orchard and Blue Grass.

> Do you want a Good Garden?

A large stock of Package Seeds at wholesale or retail.

Northern seed Potatoes

A. D. COOPER, 32 S. Main St.

30 \$. Main \$t.

child to know our way of doing business, and it is plain and simple, buy for cash, sell for cash, buy low, sell low, buy cheap and sell a-heap, keep the little nickle on a double quick

jump all the time. We employ no book keepers, have no earthly use for one. This alone

We hire no trifling dudes. Al

saves our customer about \$600.

work and love to show our customers all the courtesles they can enjoy Come to the Racket Store and fee perfectly at home, and if you don' want to buy, you can do us a great favor by exemining our way of Do you like it? If you do, we are yours truly. We are adding many new goods

almost daily. The next is a big line of Hill & Greens Sample Shoes for children,

25c up to 1.75. For the same goods no one can sell for less money. We have just put in 7,200 yards Sea Island Sheeting and the same

Foxhall A. A. A. Sheeting. These are the best grades made of their kind, both at 434 cts. by the bolt, 5 cts Any one can do this for you 700 pairs Sample Pants. We will

try to suit you.

Yours,

JOHN

THE

__AND-CONFECTIONERY

Meals at all hours. Private Dining Parlors, Large or small parties served n short notice.

OYSTERS AND GAME A SPECIALTY. 36 South Main St.

Asheville

Register.

"I understood that the notes were

with collateral, were they?"

"These two notes were to be secure

"I know at one time that \$10,000 First

National bank stock was set aside for

"State the fact to the jury explaining

the necessity of getting these notes for

This note had been rediscounted?"

the benefit of the Baptist church

"What are the facts which led

"Those notes were paid in '95.

of the notes when it was paid was in

"Did you get the benefit of a cent o

"For whom was the discount

n your overdraft on that day?"

"How much principal was paid

"What effect did this charge hav

"No. And there was another item in

DUMMY CHECKS.

"Whose handwriting are they in?

Mr. Penland and signed 'Chg. J. E.

Dickerson.' The signature to the nex

one is in the handwriting of Breese.

teller of the bank. The next one is in

the handwriting of Mr. Malloy. The

next one is in the handwriting of Mr.

Malloy. The next one is in the hand-

notes we have been talking about."

"Those checks were charged to you

'Where did you find these checks?

"I found some at the store and some

"Did you draw any of these checks

or authorize any one to draw them?

Friday Afternoon.

U. S. court the testimony of J. E. Dick-

The feature of the afternoon was the

withdrawal of Judge Chas. A. Moore

from further participation in the case

Carolina Woodworking company solv-

Before an objection could be entered

There was objection by the govern-

ment, as all questions on this line had

The objection was sustained, and the

question and answer were ordered to

Judge Moore wished to explain. He

The court refused to hear him, and

refused to allow an exception to be

Senator Pritchard then endeavored to

have the court change its ruling, but

without effect. After this and after

some testimony had been taken, Judge

"Your Honor, I feel that I can be of

no further service to the defendant and

beg leave to withdraw from the case,"

After he had gone Senator Pritchard

Moore to withdraw from the case, in

"His withdrawal was not on account

order to prevent a misunderstanding.

of any misunderstanding with the

counsel for defendant, nor was it on ac-

count of any misunderstanding with

the defendant. I am informed that

Judge Moore withdrew from the case in

consequence of your Honor's refusal to

permit him to state his reason for of-

fering testimony as to the solvency of

been offered in evidence in this case,

and because your Honor would not al-

J. E. Dickerson's testimony as to the

accommodation notes was then resum

The evidence tended to show that

great many of the notes alleged to

have gone to the benefit of Dickerso

had gone to the benefit of Breese and

Penland, while the defendant had paid

Saturday Morning.

In the United States court J. E. Dick-

erson was on the stand againSaturday

inally \$3105; did you ever obtain any

"The W. D. Taylor note?"

the square, as I recollect."

"Mr. Taylor signed that on his car as

"Do you know positively that he sign-

the interest and discount on them.

Judge Purnell made no reply,

Moore suddenly arose and said:

and he then left the court room.

said that he could explain the question

in such a way as to convince the court

the witness had answered, "Yes,"

been ruled out by the court.

e stricken from the record.

that it would be admissable.

taken.

The witness was asked: "Was the

erson, the defendant, was continued.

in the papers sent to my house when

"Where are the other checks?"

"The first is in the handwriting of

which these transfers were made?"

"I have some of them."

writing of Mr. Breese."

"Who sent them?"

"I don't know."

"Mr. Penland, I think."

Recess was then taken.

t happened in this way:

"They were."

'Have you the dummy checks by

Baker note of \$1000 charged?"

two notes instead of one.

btain this discount?"

and principal of it.

"\$222.

charge?"

proper charge.

harges corrected?"

where it was charged."

you on the Brevard note?"

did not get the benefit."

"The note which Brevard spoke of for

The Largest Circulation of Any Paper in the Ninth Congressional District.

VOL. 6.

ASHEVILLE, N. C., MARCH 31, 1899.

NO. 14.

THE DICKERSON TRIAL CONTINUES

J. E. Dickerson Testifles in His Own Behalf.

THE BENCH WITH JUDGE PURNELL.

Judge Charles A. Moore Withdraws From Further Participation in the Case:

The Proceedings. When United States court opened on Thursday at 10:25 J. D. Brevard was called. He testified that he signed notes for J E. Dickerson, first in '92

or '93, for a considerable amount, 10 or 20 thousand dollars. He signed them with Dr. Purefoy and Mr. Dickerson, trustees of the First Baptist church. The notes were reduced from time to time. In '94 he wanted to be released. At one time he signed a blank note and afterwards, in the spring before the bank failed, signed a number of blank notes. Signed the original note for the church. Nothing was said of signing notes for Dickerson & Co.

Five notes were handed the witness which he identified as those he signed. After the bank failed he got notice that there were three notes in the bank; thought they were church notes, and did not find out that they were Dickerson & Co. notes until he went to the bank in response to the notice. Wrote to Dickerson once or twice about the notes, but got no response. Did not in his favor, and testified that he did know that any of his notes were discounted and placed to the credit of "J. E. Dickerson special."

"Dr. Purefoy was solvent, was he "Afterwards his name and Dicker-

son's were dropped and the notes with your name put in the bank?" "Before the bank failed did you re ceive notice of the maturity of any

note of yours there?" "Did you ever see this before?" (pa per handed witness).

"What was the general character of I. E. Dickerson up to the time the bank failed?"

"It was excellent-good." "The March 7, 1896, note-what did you sign that?" "At Blacksberg, S. C., I think. Two

or three blank notes were sent me by "How many letters did Dickerson write about these notes?"

"About three." "Did he always write when you signed these notes?" "He either wrote or saw me person

"Are you certain you never signed note in the bank?" "Yes."

"Don't you remember that Breese called you into the bank and that he and Diekerson and you fixed up one of these notes?" "I don't ever remember such an oc-

currence.

A. H. Brown was recalled. He testi fled that some of the Brevard notes were filled out in Penland's handwriting, some in Breese's and some in Dickerson's. ACCOMMODATION PAPER. G. B. Goodlet testified that he lives

Asheville. Worked for Dickerson as out and blank notes for Dickerson. Was insolvent, and supposed Dickerson knew the fact. Witness was earning from \$7 to \$10 a week. Identified the notes handed him as those he sign-"What did Dickerson say when he asked you to sign the notes?" "He asked me to sign a note; said

it was to accommodate him and was all right. After the first one was signed, Dickerson made no explanation as to why he wanted the notes." Mr. Dorsett testified that one of the notes was filled out in the handwriting

of Breese. W. B. Troy testified that he lived in Henderson county; formerly lived in Asheville, He signed some notes for Dickerson, he thought four or five.

"Did you owe J. E. Dickerson & Co. anything? Yes; \$1500 or \$1600." "Did you ever pay it?" "Did you give a note for it?"

"No. "Were these notes put in as credit n your account?" Capt. Troy identified the notes hand

d him as those he signed. "Did you owe J. L. Cook anything?" "How did you come to give him your "I didn't give him my note."

"Did you give Dickerson your note?" "I gave him some blank notes signed as renewals." "You were insolvent when you signed those notes?" W. J. Calais was called. He signed

some notes for Mr. Dickerson. Was insolvent. Did not remember how many notes he signed. Witness identified notes handed him as those he signed. had signed them. Did not know T. W. J. E. Dickerson will go on the stand discount committee. The defense proowed witness anything.

A number of the Calais notes were identified by Mr. Dorsett as being in Dickerson's handwriting. Cross-examination: "Do you know H.

S. Holler?" "You didn't mean anything wrong when you signed these notes?"

PRACTICE TO GIVE AND TAKE. Re-direct: "You don't mean to say

that it is the custom of business men of high character to take the notes of such persons as Holler?" "No, sir; I meant they exchanged their own notes." "Holler was insolvent, wasn't he?" "Yes.

T. W. Shelton testified that he signed notes for Dickerson in blank, J. S. Owen was called. He signed some notes for Dickerson at the request of the latter. Was insolvent. Identified notes handed him as those he signed. Was working for Dickerson.

Signed on three or four different qc-J. C. Kuykendall was called. Is a street car motorman. Signed three notes for Dickerson. Was insolvent; supposed Dickerson knew it. Did not notes for Dickerson. Was insolvent; supposed Dickerson knew it. Did not know at the time that he signed notes, know at the time that he signed notes. Told Dickerson he did not like to sign duct a man's overdrafts from his creduct from his creduc papers without knowing what they its and report the difference?

were. Dickerson said that it was all

Witness did not know of his

right; that it was nothing that would | knowledge. ever come up against him. "Do you know D. E. Bolling?" "Did you owe him anything?

"How did you come to give him your note for \$825 on May 5?"

The above note was put in evidence. Mr. Dorsett testified that this and other notes were filled out in the hand-

writing of Dickerson. The other notes were those of Bolling and J. C. Car-Witness Kuykendall testified that he did not know Carrington. Cross-examination by Mr. Adams "Don't you remember Carrington, a fair-skinned, light-haired man, who was here in partnership with a man named Stockton on the square?"

"No. sir." NOT FAIR-SKINNED. The next name called was that of J. . Carrington, and a roar of laughter went up all over the court room as a young negro advanced to the witness stand. Carrington was highly pleased by the sensation his appearance caused, and was inclined to be facetious. "I believe Mr. Kuykendall gave you

"No, I never saw him until today." "Did he owe you anything?" "Did you ever sign any notes your-

his note for \$525."

"No. sah' Cross-examination by Mr. Adams: "Don't you remember J. C. Carringon, a white man, who had a house burned down?" "No, sah; I keeps up with all Carringtons in Asheviile, and there

ain't but one other Carrington in Asheville and that's Mr. Fred Carrington.' "Do you know all the people Asheville?" "I know a good many; I know all the Carrington's. I know all the Adamses pretty much."

"Do you know all the Adamsesblack, white, lawyers and preachers?" "I don't know; I don't keep up with the preachers very well.' D. E. Bolling was called. He shown the notes made by Kuykendall not owe him anything, nor did he know of the existence of the notes until after the bank failed. He signed some papers at one time for Dickerson, but did not

know they were notes. T. B. Duckett was sworn "Do you know Evans, who was on he stand yesterday?"

"Yes." Witness was shown notes in favor of Evans, signed by himself, and testified that he owed Evans nothing, and did not know of the existence of the notes until after the bank failed. He signed papers for Dickerson once, not knowing they were notes.

W. J. Calais was recalled. "Did you know Q. H. Isaacs?" "Was he worth anything in '97?"

E. C. Jones was recalled. "Did you know E. L. Baker?" 'Yes; he was a clerk in Mr. Dickerson's store.' 'Do you know his signature?'

"Yes. "Is that his signature to those notes handed you.' "Yes."

Dickerson.

"Was Baker worth anything?" "Was he of age?" "I don't think he was." Witness testified that some of the notes handed him were in Dickerson's handwriting and some in Breese's. There were introduced in evidence number of notes signed by J. E. Dick-

A package of notes aggregating \$11, 100, face value, was handed witness, who identified them as being in Dickhandwriting and signed by him as treasurer of the Carolina Woodworking company. "Did you know H. S. Holler? The stub books of J. E. Dickerson &

Co. were handed witness, who said that they were kept by Dickerson and himself. "Did you ever see Mr. Dickerson run ning over the check book?" "Frequently." What were "dummy checks?" They represented the discount on

these notes." "Did you enter them?" They were charged to the interest ccount "Did Mr. Dickerson know all about

those dummy checks?" "When was the J. E. Dickerson company formally organized?" "August 1, 1896." "What became of J. E. Dickerson

"They transferred their merchandise and outstanding accounts to the J. E. Dickerson company." "After August 1, did J. E. Dickerson & Co. transact any business?" "No. Cross-examination: "Did J. E. Dick-

erson & Co. sell sewing machines after that date? "Yes. The sewing machine business was always kept separate," BLANK NOTES. J. B. Hollingsworth was called. He

signed a number of blank notes for Dickerson. Identified a package of notes handed him as those he signed, and as being filled out in the handwriting of Dickerson. W. J. Calais was recalled. "What was H. S. Holler doing in '95?" "He was driving a team for the Carlina Woodworking company? (Notes handed witness). "Is that his signature?"

Mr. Calais read the notes handed him. They were in favor of J. L. Cook, and were for \$1200 and other amounts, Judge Bynum announced at the hour

Thursday Afternoon. The government examined a few

witnesses Thursday afternoon in the Dickerson trial, before resting their

Receiver J. Frank Aldrich was asked about the overdrafts of J. E. Dickerson, J. E. Dickerson & Co., or the Carof high character to give and take that the overdrafts or no part of them Judge Moore, "Dickerson is an individof high character to give and take that the overdiants of no part of their these accommodation notes, when the circumstances of their business make it beneficial?"

In the overdiants of no part of the part of t directors to the comptroller of the currency. Dickerson's name was on each ports were dated May 14, March 9, De- borrow money from the bank than any cember 17, July 11, and February 14. other individual. With the regularly The reports were those introduced in the Breese case. The reports were those introduced in the Breese case. The reports were to the transaction, Dickerson had the compared with the ledger and targe the right to deal with the bank. The discrepancies were found in the total authority for these loans is necessarily overdrafts, and the overdrafts of offi-

> asked: "These overdrafts were very plainly entered on the books?" "It is hardly reasonable to suppose

that the bank examiner gould averloak them ?"

Witness did not know of his

R. R. Rawls was then called. Mr. Rawls testified that he was a director of the First National bank. He was shown a certified copy of a letter from Deputy Comptroller of the Treasury leorge M. Coffin, dated July 14, '97, and lescribing the bank's shaky condition, according to the reports of the directors. The letter was read before the board or directors, all being present

Mr. Rawls read from the minute book

of the directors a resolution that no

overdrafts of any kind should be pernitted. Cross examination. "Your own account was overdrawn at imes, wasn't it?"

Objection by the prosecution. Senator Pritchard said that the obect in asking the question was to show that the policy of the bank had been changed in the matter of over-drafts, The court sustained the objection. "Did you not have two acocunts in

he bank: "R. R. Rawls" and the 'Swannaoa hotel," and did you have a credit in one account and an overdraft in the other, and in making report was not a difference struck nd the difference reported?" Objection, Sustained. "Was it not a rule that directors were

not allowed to examine the books of the bank?" Objection. Sustained. George W. Fletcher was called. He estified that he was a director of the bank at one time. He knew nothing of the overdrafts of the officers, or the

accommodation notes. Here the government rested case, and the defendant, J. E. Dickerson, was sent to the stand by the de-He testified that he was indicted under two other charges, conspiracy and aiding and abetting. He was asked by

Mr. Adams:

"Tell me how much you were worth on April 1, '96, and of what did your property consist; what were you worth on July 30, 1897, and were you solvent between the dates mentioned?" The government instantly objected to he question. Judge Bynum said the question of his

solvency had nothing to do with the matter. The question was: "Did he abstract he money from the bank?" In a long discussion by Dickerson's counsel, it was argued that if it could be shown that Dickerson was abundantly able to meet all his obligations, then he could not be charged with

fraudulent intent in overdrawing h.s account Judge Purnell said: Gentlemen, would, in other words, make this statute apply only to poor men. It would mean that a man who was wealthy could not commit the crime f embezzlement. Mr. Adams said that it was not con-

tended that the fact that he was solvent would be conclusive proof of his innocence, but that it would be a strong circumstance tending to show his innocent intent. After further discussion by the lawyears for the government and the deense, the question was ruled out by

Judge Purnell. Mr. Dickerson was handed one of the E. C. Jones notes, payable to J. E. Dickerson & Co. and endorsed by J. E Dickerson & Co. "Who composed the firm of J. E Dickerson & Co. ?" "J. E. Dickerson.

"Give the history of J. E. Dickersor

Objection, Sustained "Who did the J. E. Dickerson Co succeed? The firm of the same name composed of J. E. Dickerson, and Cottrell, Waterson & Co. and endorsed by J. E. kins & Co. of Richmond." When the firm changed why you keep the firm name?"

Objection, Sustained,

"What did you get for that note?" "It was in renewal of another give by Mr. Jones. Originally Dickerson Co. got the benefit of the note." condi-"What was their financial Objection. Sustained. When was the original note made

'December 8, 1894; for \$400."

You borrowed the money from the bank on that day?" Penland. The other I have never "What control did you have over the ffairs of the bank? "None whatever."

"By whose authority was money len Objection. Sustained. "Was there a discount committee?" "Yes. "Did the discount committee pass on

that note?" Objection, Sustained, "What were the duties of the discount committee?" Objection to the question as the min utes were in evidence. The minute book was handed the witness and he was asked to search it to see if the duties of the committee were recorded anywhere. He had not completed this search

Friday Morning.

when the time of adjournment came.

Friday morning Judge William R. Day Judge Purnell, on the latter's right, Judge Bumpus of New York was also on the bench, to Judge Purnell's left. J. E. Dickerson took the stand. Have you completed the examination of the minute book?" "Is there any written authority for

the discount committee?" "No." "Are there any directions to them?" 'Only in one place,"

"Does that bear on the question asked yesterday?" "State whether or not that commit-

tee for many years performed certain duties with the knowledge and consent of the directors?" Objection by the government. Judge Moore argued that it was not close its case this afternoon, after evi- necessary to show that there was any dence lasting possibly an hour or two. written or definite authority for the

mittee was in existence when Dicker-mittee was in existence when Dicker-mittee was in existence and that the May 17, signed by E. L. Baker, son became a director, and that the son became a director, and that the son son became a director, and that the son became a director and the son became a director and that the son became a director and the director and the son became a director and the director and the son became a director and the son became a dir was a director. If it could be shown that his conduct was with the knowledge and acquiescence of the bank, then there was no crime, Judge Purnell; While that would apply to a third party, would it apply benefit of it?" to one who was an officer in the bank?" "We think so, your Honor," said

ual. He had the right to deal with the bank is such and if he borrowed more than 1) per cent. of the bank's capital, that would be an act merely of maladministration and would not be indictable. He had no more authority to inferred from the fact that there was a cers and directors.

On cross examination Mr. Brown was show that this discount committee. composed of the president and cashier cial'?" of the bank, consented to these trans-

Judge Bynum: "The first proposition laid down by the defendant is, practi-cally, that the connivance and participation of the other bank officers in these transactions would relieve the de-As a matter of fact are there not fendant of all responsibility. This has

BAKING

Makes the food more delicious and wholesome BOYAL BAKING POWDER CO., NEW YORK

this consent might mitigate his offense, but would not be a justification of the "What understanding did you have as to the precautions that were to be act. No body of men can authorize another man to violate the law. taken?"

e secured.'

that purpose.

rediscount.

"Yes."

"The second proposition was Dickerson was an individual and borrowed the money as an individual with the consent of the other officers. The gentlemen are equally unfortunate in this position, as this point has been decided by the Supreme court, They claim that Dickerson was standing at arm's length from the bank in these transactions. I deny it. He was one of the managers and one of the trustees of the bank. The funds were in his hands, and in those of the other directors. The evidence shows that these members of the discount committee were co-conspirators with this defendant. There has been no evidence to show that one officer did not know

what the others were doing." Judge Moore argued that the cited by Judge Bynum was a civil case; discounted in New York. The bank that the question of intent was therewished to continue the note in order fore not considered, but Dickerson's to have that much more money to do case being a criminal one the question business with. The notes were given of intent was the all important one. to them for an accommodation.' "The government counsel say that the other bank officers looted the bank, when we have had no opportunity to

prove the contrary. I object to and protest against such language at this Senator Pritchard read additional authorities to establish the position of the defense. He quoted Justice Jackson in the Harper case. "Judge Bynum says there was a conspiracy. Suppose we admit for the sake of argument that that is true; we still contend that it is a question for the jury to decide whether the defendant acted in good faith We have shown that there was a discount committee, and ich being the case, why can't we show gentleman's discussion of the question has taken a wide range. The question now is to show by parole testimony whether or not defendant violated the resolution in regard to overdrafts, and

to show the practice of the president and officers." Mr. Adams said he was not arguing as to the overdrafts, but as to notes. He contended that the notes in question did not violate the rule as to discounts in the bank, the rule being that no notes were to be discounted '93 charged to me. I complained and it unless they contained two or more good was credited back.'

The objection to the question was sustained by the court. Exception en-

tered. YESTERDAY'S QUESTIONS The questions ruled out yesterday as to solvency of Dickerson & Co. or Dickerson were asked in different forms in order to make them apply to all the notes in question, to get the questions | The next is in the handwriting of Penformally on the records and to have land. The next is in the handwriting formal exceptions entered. All the of Mr. Malloy, who was at one time questions were ruled out as a matter

"You did get the benfit of this note?"

(July 27, \$850.)

"Yes." "The July 16, '97, note for \$200. got the benefit of it?" "It is part of the original note given December 8 and Dickerson & Co. got the benefit. "The May 7, '97, note for \$1900, signed by E. L. Baker. Who got the benefit

of that?" "That is part of the renewal of the note given in December, '95, It was first credited to my account and afterwards checked out and placed to the credit of W. E. Breese.' "Who checked it out?" "One check is in the handwriting of

seen." "How were the notes obtained?" "Mr. Breese asked me to get him some accommodation notes. I got one or two originally." "It was put in the bank and credited Yes."

When did you find that the checks had been transferred?" "I saw the entries on my books but did not understand them until I had examined the bank books about two weeks ago. The amounts were charged to J. E. Dickerson personally." "Have you the check by which the mount was transferred from your redit to his credit?" "Yes, I have it." "In whose handwriting is it?"

"W. H. Penland's, including the signature. It is dated January 8, It signed by J. E. Dickerson and was paid February 15 or 16, 1896. It was charged to J. E. Dickerson & Co. on February 15 and credited to Breese on the same day.' "It is alleged that E. L. Baker was insolvent. Why did you obtain an insolvent note for Mr. Breese?"

Objection. "State all the circumstances in connection with the obtaining of the note by you." When the first two notes were ob tained W. E. Breese told me that this note was to be used as accommodation notes and collateral was to be used with them.'

THE COLLATERAL. "Who was to furnish the collateral?" "W. E. Breese." "Did he do it?"

"I know he did one time. He had certain First National bank stock set aside for that purpose, \$10,000 worth.' "What was the stock worth then?" "Some had been sold at about that date for 115. The real value was about 122."

"This is a renewal of the previous low an exception to be taken." note, and my remarks about that are applicable to this." "The next note by J. D. Brevard on March 7, '96, for \$1400; who got the "The note is credited on the back with \$100, I think. The original amount of that note was \$2000. It has been renewed and rediscounted. The amount

of the reduction is charged to J. E.

Dickerson. The interest was charged

to J. E. Dickerson special. It remained in that account from January 31 to February 20, '95. It was then drawn out of that account and placed to the credit of W. H. Penland." morning in the case against him. He was asked: "The note signed by G. R. Goodlet, the amount of which was orig. "Who drew it out?" "I don't know. I did not see "Where does that eheck appear

money on that note?"

"I did not. It was December, '95, originally, then the date was changed to January, '96. They were given in rethe books?" "It is out of the regualr order." "Did you know that this note had been credited to J. E. Dickerson spanewal of two notes of which Mr. Breese received the benefit. The \$6000 notes "I only found it out when I examined went to W. E. Breese's credit." the books of the bank in January of this year. Mr. Hull said he was in-"Where was the \$2000 note which the structed by the receiver and Mr. Holton not to allow anyone to examine the books. I got no opportunity to examine the books until I got an order from "Mr. Breese got the proceeds and you furnished it the same as you furnished the court." the others we spoke of yesterday?" "You didn't know this note was cred-

ited to 'J. E. Dickerson special' and you did not draw it out of that account?" "For whom did you obtain J. D. Bre-

vard's signature to this note?"

d the note he said he did not sign?" "I do. I did not get the benefit of it and I do not know who did." "The note by W. B. Troy dated fuly 23, for \$560?" "I did not get the credit for it,

did any of my concerns."
"Can you tell from the books get the benefit?" "The note of April 30 for \$269, by W.

B. Troy, payable to Dickerson & Co. ?" "That note is a renewal of a note for which Dickerson & Co got the credit." "You heard the evidence of Mr. Coffiin, that these notes were presented to you by him, and that he told you you were reported to have gotten the ben fit of them; and asked you of the correctness of the statement? Tell what ou know of that."

"Mr. Coffin said he wished me to ex given them to the bank. He asked me f I had gotten the benefit of them. I said I thought I had, but could not tell number of accounts, for his com positively until I had examined the for Mrs. Alvey, etc., and they wanted to "You say that some of these notes matter if the government made it igned by Calais and Shelton were competent on the cross-examination. bank's books and my own." signed by Calais and Shelton

given in renewal of some notes of Dickerson & Co. How was that done?" "Mr. Breese said that I had my name n the bank at that time for \$10,000, and | tent. hat I must get some notes on which

my name did not appear." "Why didn't you give him solvent pa-"It was very hard to get anyone to go on a note at that time. I did not ask anyone to do so as I did not want the possession of the bank. It had been to have to go on other people's notes." "What is the aggregate amount of inerest and discount which were charg-

ed to you, on notes of which you did not receive the benefit?" "How much was charged against J E. Dickerson & Co. ?' "No, but I paid \$700 of the interest

"How much against the Carolina Woodworking Co. ?" "\$425." "I don't think there was an instance "What was your overdraft on April "\$6996."

"How long was that carried as an

verdraft on the books of the bank?"

'Until April 20, '96. I was credited with \$10,000 which I borrowed from the There was \$922 increase of overdraft National Park bank of New York on It was not properly charged to me and my notes and my house on College "Did your pass books show "If you deduct from your overdraft I complained of that. In the the amounts that charged to you, would your account first instance it was corrected, but afhave been overdrawn after that date?" ter that it was not corrected, although

"Not a single day." I complained on several instances." "Did you deposit any security for the "What was the correction you spoke overdrafts in the bank?" "Yes." "\$51 were credited back to J. "What was the aggregate worth of Dickerson special on February 9." "Was there any pretense that it was

the securities?" "About \$6200. "Then you deposited about \$6000 of securities to guarantee any overdraft "Could you ever get these other you might make?" "The Interstate B. & L. was used by Mr. Penland as collateral for a note on which he realized and placed the pro-

ceeds to his credit without my consent or knowledge. Sometime in May, '97 Mr. Breese told me that my accoun was overdrawn. He told me I must not increase my overdraft. I made every effort to reduce it. I went to Richmond and borrowed money from the bank on my brother's endorsement and with the B. & L. stock as collateral. When that note became due was not worth a cent.'

the New York draft." "I went to Richmond to borrow mor ey. I got \$2250 in the shape of a New York draft and sent it to the Chemical National bank in New York, I wired the bank here of that and they were to to pay the discounts and credits of the | credit that amount to me. "When the note became due

"Explain the whole transaction as t

stock of the B. & L. association was surrendered to the company which paid \$1200. My brother advanced the balance and the note was paid." A recess was taken until Monday morning.

Monday Morning. A subpoena has been issued for Maj

W. E. Breese as a witness for the gov. ernment in the Dickerson case. It is not known when he will go upon the stand, but probably he will be called as the first witness after the defense closes its testimony. It is presumed that W. H. At Friday afternoon's eession of the Penland also will be a witness for the government. He has not been attending court except since Mr. Dickerson began his testimony. Upon the opening of court this morn-

ing Mr. Dickerson resumed his testi-

He was asked if he could explain the discrepancy between the figures on the bank's books and the reports to the comptroller. He said that there were offsets against the overdrafts. He never examined the books, and signed the reports because he had confidence the men who made them out. He did not swear to them. Mr. Penland did. "What examination did you make of the books before the bank fafled?" "In '92 I counted the cash and examined some of the books. With that

exception I never examined the books until six weeks ago. I had examined the diary, a record of the notes due. "The latter part of last January started to examine the cash book in reference to the notes, and trace the notes in that way." "Wouldn't it be a reasonably easy task for a first-class bookkeeper to get all the necessary information from the

"With an explanation he could in two hours learn to trace any entries in the books. said he felt that he should explain to for Breese and Penland. Was there any

the jury the cause that prompted Judge agreement as to whether you should be allowed to draw out and they be allowed to draw out any money; in short, was there any consipracy as to overdrawing accounts? "There was not. Each transaction that I had with these offices stood separately and on its own merits," "How much are you worth now?" "Not a cent."

"Is any of the money of the bank that

you drew out in your possession or in the maker of a certain note which has the possession of any one for you?" Objection: sustained "How many concerns and persons did you have authority to collect money for petween April 1, '96, and July 30, '97?" Objection; sustained. "On July 12 and for several months before and after that date were you collecting agent for the Old Dominion

3. and L. association?" "I was," "You are charged with having embezzled money by checks sent to the \$11,000 worth of notes in the bank at association. State whether or not you one time?" collected this money and deposited it n the bank?" Objection; sustained.

'I don't recollect anything about it at all." THE \$2250 ITEM. "Why was the \$2250 item credited to . E. Dickerson & Co. on July 16, '97?" "It was the money that I borrowed in

Richmond and sent to the Chemical National bank, and it should have been

sent here and placed to my credit in-

"As to the deposit slip marked 'Va

"The cash book on July 16 shows 'J E. Dickerson \$2250,' and 'and Co.' in books mentioned as being the Brevard lead pencil behind it. The deposit slip of that day says: 'Deposited by J. E. Dickerson \$2250,' with 'and Co.' in lead pencil, I don't know in whose handwriting. The handwriting of the re-

mainder is Mr. Penland's. I don't think I was in Asheville on that day." "How was that check paid?" "Some time in April Mr. Breese insisted on my raising some money for the bank and wanted me to draft on

F. M. LINDSAY.

CONTRACTOR FOR

Plumbing, Steam, Gas, Hot Ale, Hot Water Heating and Tin Bosofing Iron Work of all kinds. Jebbing promptly attended to. . G. Lindsay will attendto tin work Ernest Israel, foreman of Plumbing

Work guaranteed to give satisfaction

Department.

Wolf Bldg. Asheville, N.C.

my brother. I wrote to my brother and he said he could not meet the drafts, but hoped to be able to do so later on. In June I gave him two new drafts for \$1300 and \$1650, which were sent on. This check for \$2950 was sent to my brother to meet the drafts. This simply was a 'kite' to give the bank the use of the money for a few days. The bank got the cash on these checks."

"Are the proper debits and credits entered on the books to show this

transaction?" "The proper balances appear cupo "Was J. E. Dickerson & Co. & grow-

ing concern up to the time the bank failed?" "It was." Mr. Adams said he didn't want to waive any rights as to testimony, and he was willing to let the matter stand amine some notes and see if I had as it was, if the prosecution does not go into it any further. The defense wished to show that Dickerson had a

Judge Purnell said the defense would be allowed to go into any matter which the government might make comp

DICKERSON CROSS-EXAMINED.
The defense rested their examination Cross-examination by Judge Bynum: "On the evening or night following the close of the bank, did you see

Breese or Penland?" "Yes, sir, I saw them, I think, in Mr. Adams' office." "Did you see them in the bank?" "I don't think I did. I don't recollect

I was with them almost continuously the day the bank falled."
"After the bank closed at the regular hour, did you see them?" "I saw them at Mr. Adams' office." "Were you not in the bank and did

you not take out these fraudulent notes and examine them?" "I did not." "Didn't you see these notes?"

"I did not." "Where did you take the notes?" "I did not take them anywhere." "Were you in the bank Saturday?" "I may have gone in the door Saturday. That was the day I was said by the paper to have taken bags of gold

to my home. I was sick most of the didn't know about this before. I am "On the very evening the bank failed did you and Breese and Penland not

go to the vault and take out the notes and select the notes each of you had received the benefit of?" "No." DIDN'T SEE THE LIST. "Did not Breese have a list of notes when you saw Mr. Coffin at the bank?" "I don't know; I did not see it."
"You were a deacon in the Baptist

church?"

"Yes."

"When you got the Brevard note renewed, did you tell him that the church had paid the note?" "I did. I told him that the bank had rediscounted the note up north." "How often did you examine the books of the bank?" "Once or twice in my life. I was not allowed to examine the individual led-

amine them 100 times to the president's "You say you did not know of the existence of the 'J. E. Dickerson special,' account. Did you not examine it several times and have money withdrawn

every day, and did you not look at the

books, at your account; did you not ex-

'You say you got notes at Breese's request. What notes did you get for "The Hollingsworth, Brevard, Calais, Goodlet and some other notes." 'You mean to say that Breese asked you to get these notes from the particular individuals?" "No, from no one in particular."

"You simply went out and got these notes signed in blank and did not know for what amount they were to be filled THE DIRECTOR'S OATH. "Did you take an oath when you

"Yes." Do you remember that you swore to ionestly administer the affairs and not knowingly permit any fraud to enter into its conduct?" "You say that bank stock was put up as collateral for some of these notes. Didn't you know that it was against

he law to do this?"

guarantee?

when it was called to my attention by the comptroller, and I read the law. "You got some notes for yourself, didn't you?" "Did you not get Carrington's note?" "Some of these notes were for your benefit?" "Yes, about \$8000 worth of those in the bank. "According to your estimation yeu

"No, I did not know what the law

was until in '97, about April or May.

Witness said he put these accommodation notes in the bank with a guar-"Let us have the guarantee." "Who signed this guarantee?" "I did.

were administering the affairs of the

bank when you got these accom

"Then it was not worth a cent?" WOULD HAVE PAID. "I would have paid it if I had been let alone." 'Nobody bothered you but your cred-

"That was the only guarantee there

"Did you ever pay anything on this

itors, did they? "How long have you had this guar-"It was sent to my house with some other papers. "So you kept it all that time when it "I did not know I had it until I ran

"You went there with the Cook notes, etc., and substituted them for your notes "

"You and your concerns had about

across it among my papers."

"Yes." "Where are the original notes?" "Some are here and some at home."
"They were returned by Mr. Penland that envelope?"

"You took them in the bank signed n blank?" "Yes. The notes were left in the bank." "Didn't you and Penland sit down then and fill out the notes right there?" "I filled out one or two, I think: Some of the notes were endorsed before they went to the bank and some afterward. The Calais note was brought to my store and he endorsed it there."

"Did you show Calais the face of the "I don't remember."
"The Owens note had been taken to the bank and filled out?"

Continued on 2nd. page.