

THE GREAT CONSPIRACY

RECEIVED AT 417 & 419 PINE STREET, ST. LOUIS, MO.
 1539 Ch. Kk. No. 26 Paid
 Andrew M. Finlay, Lake Nebagamon, Wis., June 12.
 St. Louis.
 If Johnson approves authorize Bailey to loan Stribbling on his note fifteen hundred Bailey should quiet all Texas parties tell him I will see him soon.
 H. C. Pierce. 1105 am

AUDITED H. H. STEIN



APPROPRIATE SUGGESTION FOR A BAILEY BUTTON.

EXHIBIT A—Telegram from Pierce to have Bailey "quiet all Texas parties," dated June 12. Bailey drew the draft for \$1,500 on June 13.

1500.00
 RECEIVED OF WATERS PIERCE OIL COMPANY.
 AUDITED M. H. ST.
 DOLLARS.

EXHIBIT B—Receipt for the money which Pierce had charged on the books of the Waters-Pierce Oil Co. to J. W. B. account Texas cases, and which was to reimburse Pierce same as in the \$1,750 draft, for the draft which Francis took up and returned to Bailey, which Bailey either has now or has swallowed or burned up. See also copy of voucher in the testimony.

Gainesville Texas. 5-28th 1901
 Mr. H. C. Pierce, St. Louis Mo.
 My dear Pierce: I have New York exchange for \$1750.00 it would be payable to my order but that it will not be necessary for you to endorse it. I have it as I ought when I have it.
 Yours truly
 J. W. Bailey

EXHIBIT C—Bailey's letter to Pierce asking for \$1,750. He told Pierce not to endorse the draft, so that HIS NAME WOULD NOT APPEAR ON IT.

THE REAL ISSUES.

The Democracy of Texas, or that part of it that has not been caught in the cog-wheels of the State machine, is not fighting Senator Bailey personally, but are fighting the same thing that ALL the people are fighting in Deceit and Plottism in New York and in Quayism in Pennsylvania and Dickism and Forakerism in Ohio and in Burtonism in Kansas and Clarkism in Montana. This fight is not led by office seekers or persons seeking to gratify a personal revenge (we will introduce evidence from outside Texas to prove this later on), but are fighting to purify official life in response to an awakening of the public conscience. In this fight the people have as their inspiration the utterances of W. J. Bryan in his paper, the Commoner, of April 12, as follows:
 The various investigations have traced graft and political corruption to representatives of predatory wealth and laid bare the unscrupulous methods by which they have debauched elections and preyed upon a defenseless public through the subservient officials whom they have raised to place and power. The conscience of the nation is now aroused and will, if honestly appealed to, free the government from the grip of those who have made it a business asset of favor-seeking corporations.
 Therefore there are no personal issues involved in this campaign; but the official conduct of Senator Bailey. As a public official his record is not above the most searching investigation or the most severe criticism, provided the record is tracked and all discussion is confined to facts.

WILL PROVE HIM GUILTY BY HIS OWN WITNESSES.

Now we propose to prove Senator Bailey guilty of violating not only the sacred obligations he owed the people, but all moral ethics of the high office to which the people have elevated him, and will prove it by his own admissions and the evidence of his co-conspirators. The great and paramount issue necessary to a brief discussion is his conspiracy to defeat the ends of justice in his own State by assisting a fraudulent corporation to re-enter Texas in violation of law.

THE PARAMOUNT ISSUE PRIOR TO THE PRESENT CAMPAIGN.

The readmission of the Waters-Pierce Oil Company into Texas after R. L. Henry, one of the State's attorneys solemnly warned Bailey that it was but a part of the Standard Oil Company by showing him (Bailey) the proof contained in a contract between the Waters-Pierce Oil Company and its mother corporation, the Standard Oil Company, was the greatest and paramount charge against Senator Bailey. We will first introduce a photographic reproduction of the telegram from Pierce to have Bailey "quiet all Texas parties." See cut marked Exhibit A, which is a specific order for Bailey to bribe the State's attorney, Stribbling. This telegram is marked "SD drawn by Bailey for \$1,500." Finlay testified at Austin that the telegram and his endorsement were genuine. (Record, page 729.) The telegram was sent June 12, and the draft was drawn by Senator Bailey on June 13th. Stribbling at once became quiet and afterwards was paid \$3,100 to lobby for the Standard Oil Company in the Texas Legislature.
 There is no disguising what Pierce meant when he said "Bailey should quiet all Texas parties" and "Tell him I will see him soon."
 We further invite attention to the photographic copy of the receipt from Pierce given the Waters-Pierce Oil Company to reimburse him (Pierce), marked Exhibit B.
 John D. Johnson, the general attorney of the Waters-Pierce Oil Co. at St. Louis, wrote Judge George Clark at Waco, the then general attorney of the Waters-Pierce Oil Co. of Texas, on June 16th, from which the following closing paragraph is taken:
 "They place Gen. Smith (he meant Attorney General Tom Smith) and Mr. Hardy in an unfortunate position I fear. I hope, however, they will not regret the course they took nor be prejudiced in anywise thereby. I have ARRANGED TO SATISFY, AT LEAST FOR THE TIME BEING, HENRY & STRIBBLING. THIS IS STRICTLY CONFIDENTIAL."
 "JOHN D. JOHNSON."

WHICH?

Bailey at Luffkin said he did not practice law for corporations, and Brooks said at Greenville, all the same day that he did. Brooks also said he wished Bailey had gotten \$150,000,000 from them so it could be divided among the farmers.

On the stand Mr. Johnson swore that this letter referred to the draft that Senator Bailey drew on the 13th of June for \$1,500 with which to "quiet" Stribbling. (Record, page 134.)
 Be it said to the credit of R. L. Henry that he has disclaimed ever receiving a penny of this money and that he knew nothing of it. As Stribbling has since been rewarded by the Waters-Pierce Oil Co., it is obvious that he did get the money AND THAT JOE BAILEY GAVE IT TO HIM.
FRANCIS RETURNS THE DRAFT TO BAILEY.
 Read what Mr. David R. Francis of St. Louis writes to Bailey. (Record, page 682.) Francis was put on the stand as one of Bailey's witnesses, too:
 November 28, 1900.
 Hon. Jos. W. Bailey, Washington, D. C.
 Dear Sir: I today paid Mr. H. O. Pierce \$4,800, and asked him to send me in exchange therefor whatever drafts or receipts for money made by you he might have in his possession. My letter also stated my impression was that \$4,800 was the extent of your obligations to him, but requested that he advise me if they were in excess of that amount. He made no reply to my letter other than to send me the enclosed, which I forward to you, the same being your receipt of April 25, 1900, for \$3,300 which the voucher designates as a demand loan, and your sight draft on him, dated Gainesville, Texas, June 13, for \$1,500. * * * Respectfully,
 D. R. FRANCIS.
 Therefore when Senator Bailey made his challenge for them to produce the draft at Austin, he knew that he either had the draft in his pocket, or had swallowed it, burned it or otherwise destroyed it. We could reproduce the photographic copy of the voucher, which went with the draft, but it would be useless; but we will reproduce the exact words of the voucher: "Waters Pierce Oil Co., St. Louis, Mo.
 Juno 15th, 1900.
 Waters-Pierce Oil Co. to Henry S. Stribbling, Waco, Texas, Dr.
 Account of Expense Anti-trust Civil Case of the State of Texas vs. W. P. O. Co., at Waco, \$1500." "O. K., J. D. Johnson." Draft delivered to Mr. H. C. Pierce by Mr. Gruet Nov. 17th, 1900. H. N. J. P. Gruet, Secy. "Audited H. Naudine. Entered V. R., J. P. G. Jr. Approved for Payment, A. M. Finlay, V. P. 2." See also photographic reproduction of the receipt signed by H. Clay Pierce, marked Exhibit B.
 Thus we have the proof of Pierce's order to Bailey to "quiet all Texas parties" and have the proof that the draft was drawn, paid and, whether Bailey paid Stribbling or not, the fact remains that the draft was delivered by the Waters-Pierce Oil Co. to Pierce and by him sent to Bailey, and Francis paid Stribbling the draft for Bailey and sent that draft with Bailey's note for \$3,300 back to Bailey, and Bailey knew he had the draft when he made the grand stand play at Austin. Later when Senator Bailey became so hard pressed that he ran old man Ananias a winning race again and swore that he DID DRAW THE DRAFT, but used the money to pay some other debts, a horse he claimed at one time, and had his banker, a man named J. M. Potter, of Gainesville, brought to Austin to testify that he did draw the draft; but mark you, he had the banker produce TWO PAGES CUT OUT OF THE LEDGER, and the banker said he would not show THE REST OF THE BOOK to the committee.
 Bailey said all the time he did not draw the draft, and if he did, he paid back the money. No matter what he did with the money, if it had been a private loan from Pierce, what business had the transaction going through the books of the Waters-Pierce Oil Company? It was charged on the books of the Waters-Pierce Oil Company to J. W. B. account Texas cases, or

JUN 22 1901
 Answered J. P. GRUET.
 Mr. J. P. Gruet, Secretary, Building.
 Dear Sir:—
 Please send New York exchange for \$1,750.00 to Joseph W. Bailey Gainesville, Texas, and charge against legal expenses on account of Texas legislation.
 I sent this amount personally to Mr. Bailey in response to his enclosed letter of March 28th. Since then Mr. Bailey has returned the amount to me, and it is now proper for the company to make this payment.
 Attach Mr. Bailey's letter to your voucher and merely enclose the draft to him without voucher. His enclosed letter will be your voucher.
 Yours truly,
 H. C. Pierce, President.

EXHIBIT D—Pierce's letter to Gruet after he had paid Bailey's demand for \$1,750, directing that Bailey be sent a draft for \$1,750, as he (Pierce) had advanced personally the \$1,750 demanded by Bailey in his letter of March 28th, and that Bailey had repaid THE LOAN. See, in an open letter, this sum is charged on the books of the Waters-Pierce Oil Co. against "LEGAL EXPENSES ON ACCOUNT OF TEXAS LEGISLATION." If Senator Bailey was not practicing law what was he practicing? He admits he killed the bill, that was before the Texas legislature just before he wrote the letter, March 28th, 1901, to cancel the Waters-Pierce Oil Co.'s permit to do business in Texas. (See the Record.)

New York 3/11/1901
 J. P. Hunt Capt. Dr. (Dr. Hunter)
 Take this note into Bills Receivable & deposit collect for like amount to my credit with Fourth National Bk. as I have given B— my check.
 Yours truly
 H. C. Pierce
 Check # 4430 \$800 deposited with Nat Bk Col of St Louis
 Cash Voucher # C12 - Mch 6/1901

EXHIBIT F—Pierce's letter to have Bailey's note for \$8,000 taken into bills receivable and deposit a check for a like amount to his credit, as he had given B— his check for that amount. There is no record where B— has ever repaid Pierce. See the Record.

3500.00
 Washington, D. C. March 1st 1901
 From Marthe after did I promise to pay to
 Account of H. C. Pierce
 Eight thousand Dollars
 at the office on St. Louis Mo
 H. C. Pierce
 J. W. Bailey

EXHIBIT E—Bailey's note for \$8,000 which the books of the Waters-Pierce Oil Co. shows to have been charged to profit and loss. See also Exhibit F. This note bore neither interest nor attorney's fees.

anti-trust cases of the State of Texas vs. The Waters-Pierce Oil Co. Thus we close the incident of the \$1,500 draft. PROVEN GUILTY BY HIS OWN WITNESSES.

\$1,750 PAID BAILEY DIRECT BY WATERS-PIERCE OIL COMPANY.

The third photographic reproduction we wish to call attention to is the one of Bailey's letter written from Gainesville, Texas, March 28th, 1901. By this time Bailey seems to have been way "up high" with Pierce. See what familiar and endearing terms he uses when addressing him: "My Dear Pierce."
 This letter, shown and marked Exhibit C, is a demand for \$1,750. It nowhere hints at a loan. Pierce advances it personally and later asks Mr. Gruet—see photographic reproduction of Pierce's letter to Gruet, marked Exhibit D, in which he asks that the money he (Pierce) had advanced to Bailey and which Bailey had repaid Pierce, be PAID DIRECT to Bailey in New York exchange and that the same be charged to legal expenses account Texas legislation. It will be remembered that just before Bailey wrote Pierce for the money that the Texas Legislature was in session and the subject of the Waters-Pierce Oil Company was a matter for discussion before that body. Bailey had just returned from Austin where he went from Washington to lobby to defeat a bill to cancel the permit of the Waters-Pierce Oil Co. to do business in Texas. After killing that bill he gave out an authorized interview, on March 15, 1901, declaring that he went to Austin to defeat the bill, because it amounted to a declaration that he had assisted to perpetrate a fraud upon the people of Texas. (See the record and all Texas papers of March 15, 1901.) Therefore some additional "quieting" was necessary. Can any sane man doubt that it was worse than a fee? It could not be a loan, for if it was Bailey could show where it had been paid back.
 See also photographic reproduction of Pierce's letter, marked "D." For six years Bailey told the people of Texas that he had never received one cent from Pierce or the Waters-Pierce Oil Company, either as a loan or fee or as a — (?). We are willing to believe that he neither received a fee nor a loan, for he did not practice law for them, and if it had been a loan the loan would have been paid back—some of them would—

