

MEET EVERY CHARGE MADE.

Answers to the Ives Petition for the Removal of Northern Pacific Receivers.

EXHAUSTIVE REPLIES HAVE BEEN MADE.

He Denies that He Was a Partner in or Profited by Any of the Deals—A Statement of the Case.

MILWAUKEE, Feb. 3.—There were filed today by the Farmers Loan & Trust company, Sheldon & Co., P. B. Winston and Receivers Oakes, Hayne and House in the circuit court of the United States in Milwaukee, six separate answers to the Ives petition for the removal of the Northern Pacific receivers. The answers present exhaustive replies to every charge made and comprise over 500 printed pages and are accompanied by documents and proofs, in all making 240,000 words. The answers not only meet all specific charges, but explain and refute mere insinuations. Not a point is left unanswered. All technical objections to the petition on account of ambiguity and vagueness have been waived. The receivers have, with frankness, laid all the facts and circumstances of the entire subject fully before the courts with numerous affidavits and other evidence in support of their denials. It is shown that the branch line policy originated in Chicago, the Ives petition, and that the receivers bring proofs to show that by rejecting branch line leases they have saved more than \$1,000,000 per year. The receivers have already paid \$5,000,000 preferential debts and about \$2,000,000 interest, with important concessions in operation.

MR. OAKES ANSWERS EVERY CHARGE SPECIFICALLY.

Mr. Oakes answers every charge specifically, filing exhaustive documents and proofs. Mr. Oakes scores his accusers and refutes every charge. In his answer Mr. Oakes specifically denies that he was a partner in or profited by the construction of the Northern Pacific of any of the bonds of the same and courts the fullest investigation, and he also denies that the directors profited thereby. He shows that the management of the gross earnings were increased from \$12,000,000 to \$24,000,000 until the receivers' extraordinary depreciation which solely reduced the earnings of the company. He reviews the history of the purchase or lease of the following railroads: The United States and Washington, the Spokane and Palouse, the Rocky Fork and Cooke County, the Seattle, Lake Shore & Eastern, the Northern Pacific & Manitoba and the Chicago & Northern Pacific. He shows that the directors were necessary for meeting competition and controlling the business and protecting the territory. The Northern Pacific directors and stockholders unanimously adopted this policy in 1881, re-adopted it in 1886 and in 1889; that pursuant to this policy the Northern Pacific branch roads were constructed or acquired to meet particular exigencies; that in each instance the subject was carefully examined, referred to special committees and that the various departments to the board, and that all of the twenty-three branch lines now in operation (with the exception of three) were constructed or acquired in accordance with the policy of the Ives-Harris board; that the acquisition of the branch lines was a necessity in railroad management and, upon the whole, essential to the success of the company. He complains of the petition is exhaustively treated, and all the facts and figures are fully shown. The branch lines constructed or acquired during the period Mr. Oakes was a director furnished business to the Northern Pacific company of over \$4,000,000, more than one-half of the entire revenue derived by the Northern Pacific Railroad company from interchanged business with all its branch lines. The Ives-Harris board, including Mr. Oakes, and the directors of the Northern Pacific & Manitoba, Spokane and Palouse and Rocky Fork and Cooke County roads all were constructed or acquired during the period Mr. Oakes was a director. The revenue from these roads last year exceeded \$300,000, the net revenue from which made up the deficit of the company on account of the extension. The Green River and Northern was authorized by the Ives-Harris board of directors.

TRIVIAL INCIDENT WHICH SAVED A HOUSE FROM DESTRUCTION BY FIRE.

Yesterday at 3:15 a. m. a lamp exploded in the house of Alfred Jones, 515 South Twenty-second street, causing quite a lively blaze for some time. The fire was extinguished by the fire department. The cause of the explosion is not known. The house was saved by the timely arrival of the fire department.

BY A BABY'S COUGH.

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WILL START WORK SOON.

In Forty Days Construction of the North and South Railroads. TOPEKA, Feb. 3.—The projectors of the North & South railroad seem to have struck a bonanza in Texas. Chairman Close, who is also Governor Lovell's private secretary, returned today from a two weeks tour in Galveston and southern Texas in behalf of the proposed anti-monopoly road. In a talk on the subject this afternoon Chairman Close said: "We will actually begin on the construction within forty days. The Port Bolivar Townsite company has given us the half interest in 2,800 acres of land, providing we make that port the terminus of the road, which we have decided to do. The fifty miles of road that Galveston will give us \$500,000, and we have had offers from towns all along the line of the proposed road. Port Bolivar is across the harbor from Galveston. A town about forty miles north of Port Bolivar has promised all the ties necessary for the construction of the road. We will run the road through that town, and in addition to this gift they will put up a town of 100 houses. The officials said the statement was incorrect so far as the ties for the Galveston steamship lines were concerned. But, he added, the

GULF ROAD PLAYS TRUMPS.

Causes a Considerable Change in the Union Pacific Situation.

HALLETT RESTRAINS THE UNION PACIFIC.

Interesting Developments Looked for When the Judges of Colorado and Wyoming Take Up the Wage Schedule—Doings in Railroad Circles.

The unexpected restraining order of Judge Hallett of Denver, forbidding the Union Pacific from making its operation of the Julesburg branch pending consideration of the claims of both sides, considerably changed matters about Union Pacific headquarters. Time cards were ready for distribution and all the arrangements made for abandoning the road today, but Judge Hallett had a trump card concealed about his clothes and he played it for all it was worth.

ALLEGED BURGLARS.

Men Accused of Having Planned to Rob a Laundry.

After the regular grist was over in police court yesterday the case against Burton, Clark and Overton were called for trial. Each defendant is charged with carrying concealed weapons and having burglar tools in his possession. Attorneys represented each of the prisoners and Assistant County Attorney Day presented the case. These men were arrested last Sunday night for alleged conspiracy to rob a Chinese wash house at 221 Cumming street.

CONTENTS OF PETITION.

There will be a popular song service at the Westminster Presbyterian church Sunday at 7:30 p. m. The music will be rendered by Miss Frances Fowler, contralto; Mrs. E. A. D. Venable will sing "Hand in Hand." The Golden Thistle choir will sing "Lohr Violin Obligato." Prof. Baetens will play the organ.

GOOD WERE'S WORK.

Ministrations of the Eighth Ward Emergency Relief Society. During the last week the Eighth Ward Emergency Relief Society has provided relief for over sixty families. The ministrations of the society have been most successful. The society has been successful in providing relief for the needy.

HE WAS A MONSTER.

Stone, the Indiana Murderer, Confesses an Act of Crime. WASHINGTON, Feb. 3.—It seems that the sextuple murderer, Stone, who is now awaiting the day of his execution at Jeffersonville prison, is a deeper-dyed villain than was at first supposed, if such a thing could be. His wife and children and aged father were all murdered by him last week for the last time, and to his father, it is learned today, he went over the details of his fearful crime, relating an act of his that was more heinous than any other he had committed. It will be remembered that the little daughter, Ethel, survived the fearful slaughter and was taken to the home of her mother, and for several days hovered between life and death, and it was on her evidence that the authorities were able to locate the body, but suddenly died. Stone, it is now ascertained, has confessed to his father that one day he went to his neighbor's house, and while they were in dinner in another room another girl, the little girl Ethel to death, thus clearing himself of the living witness to his fearful crime.

AGENCY PHYSICIAN APPOINTED.

CHAMBERLAIN, S. D., Feb. 3.—(Special Telegram to the Bee.)—The position of agency physician at Lower Brule agency has been filled by the appointment of a Maryland man, who has just arrived and taken charge. It was the belief in some quarters that Dr. Eastman, formerly physician at Pine Ridge agency, but now a resident of St. Paul, would get this position. He is again permitted to enter the Indian service he may be sent to Santo agency.

DESPERATE HOUSE THIEF ARRESTED.

SIoux FALLS, S. D., Feb. 2.—(Special Telegram to the Bee.)—Dave Ducharme, the Mexican cattle rustler who has been the terror of the Black Hills for some years, is again taking his daylight in chunks. He

PAID BEINDORFF TOO MUCH.

City Attorney's Opinion as to Recompense of City Hall Architect.

BROUGHT OUT BY STILL ANOTHER BILL.

Council Committee Had No Authority to Make the Contract by Which the Architect Was Employed—Unjustified Claims for Extras.

City Attorney Connel has submitted to the committee on public property and buildings of the city council a lengthy report on the validity of the claim of C. E. Beindorff for \$4,055.19, balance due him as city hall architect, and reaches the conclusion that, instead of any such amount being still due, the architect has already been overpaid and is really indebted to the city. He reaches that conclusion by the following reasoning: "The plans and specifications for the city hall, furnished by Fowler & Beindorff, and which were accepted by the city, were furnished in pursuance of an advertisement of a committee of the council, which outlined the general character of the proposed structure and provided that the committee would execute an agreement with the successful contractor for the construction of a plaster contract for such services as declared by the Western Association of Architects and by the American Institute of Architects. Under the express provisions of the contract for and on behalf of the city can only be made by the council and mayor. On the 19th of March, 1889, Councilman Beindorff introduced a resolution, which was duly adopted by the council, requiring the architects to give a good and sufficient bond that the building should not cost a sum in excess of \$1,000,000, and that the architects should be held responsible for the construction of the city hall. In pursuance of this resolution, a bond in the sum of \$500,000 given by Fowler & Beindorff conditioned on the part of the architects to the city, and specifications for the sum of \$500,000. This is the only writing which I can find bearing on the subject of the contract for the construction of the city hall.

MR. BEINDORFF'S CLAIM.

It is claimed by Mr. Beindorff that under the advertisement of the committee the plans he is entitled to receive for architectural services in the erection of the city hall 5 per cent on the cost of the entire work contracted with and reference to the specification of cost prescribed by the bond. According to a schedule furnished to me by Mr. Beindorff, purporting to have been issued by the city council, the American Institute of Architects, 5 per cent on the cost of the work is the charge authorized for full professional services, including the supervision during the erection. I am of the opinion that the schedule of charges to which reference has been made has no application to the claim of Mr. Beindorff for three reasons: "First, no contract or authorized agreement was ever entered into between the city and Mr. Beindorff prescribing the rate of compensation. "Second, under the provisions of the bond of Mr. Beindorff the limit of cost was fixed at \$500,000. "Third, as a matter of fact, according to the best information I can obtain, as well as to the advertisement of the committee, he did not give the supervision required during the erection and completion of the city hall.

PAID TOO MUCH ALREADY.

"The amount already received by Mr. Beindorff for architectural services for the city hall is \$18,588.63. This amount, in my opinion, is considerably in excess of the amount he is entitled to receive, either under the terms of the bond or under quantum meruit. "Even on the theory that Mr. Beindorff had rendered the full and satisfactory service required of him as superintendent of the construction of the city hall, the amount of \$18,588.63 would be a large overpayment. On a quantum meruit, the amount already paid to Mr. Beindorff for his services, as already stated, is considerably in excess of the amount he is entitled to receive. "He now claims a balance due of \$4,055.19. In order to make this balance he charges 5 per cent not only on the original contracts, but on all contracts subsequently made, including those for furnishings and decorations, as well as for changes made. He charges 5 per cent commission of \$601.95 for painting the east wall, which was done by the contractor under the mayor's council, and with reference to which he did practically nothing. The case is true of a number of other items for fixtures, etc. "I am of the opinion that Mr. Beindorff is inclined to favor him if I believed his bill to be just. Upon a careful examination and consideration of all the facts I am forced to the conclusion that no amount whatever is now due Mr. Beindorff, and am of the opinion that he should be required to establish the correctness of his claim for \$4,055.19 after having received already the sum of \$18,588.63. I further of the opinion that a number of just items of set-off and counter claims exist in favor of the city against any claim of Mr. Beindorff's."

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STOLE HIS EMPLOYER'S WIFE.

Cupid with His Arrows Badly Wounded by a Journeyman with a Razor.

FLIRTED WHILE THE BOSS WAS SHAVING.

Barber Hall Discovers that His Blushing Bride of a Few Months Had Lost Her Heart to a Star Boarder—Kept on Shaving.

After less than a month of marital happiness Ellie Hall, the pretty wife of A. H. Hall, who runs a barber shop at 1094 Douglas street, has left her husband to see the world in company with a handsome man. At least this is the story told by the husband in the case who is atoned at the deterioration of his newly wedded bride.

AMUSEMENTS.

5th STREET THEATER.

THIS AFTERNOON. THE PRINCE OF GERMAN COMEDY. THE ONLY AND ORIGINAL. 4 NIGHTS ALSO WEDNESDAY MATINEE. BOYD'S TODAY. TODAY, SUNDAY, FEB. 4. M. B. LEAVITT'S SPIDER AND FLY. BOYD'S TODAY. COMMENCING TODAY, SUNDAY, FEB. 4. M. B. LEAVITT'S SPIDER AND FLY. BOYD'S TODAY. COMMENCING TODAY, SUNDAY, FEB. 4. M. B. LEAVITT'S SPIDER AND FLY.

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