# Merchants' Bean Club. Hu-Can Guess Our Bean Jars?



HU-CAN?

On January 1, 1898, we will give

away an elegant drophead ball-

bearing \$65.00 Davis Sewing Ma-

Second-hand sewing machines

For \$2.00 we will put anti-rust

on your bloycle and store it until

agency for the celebrated Col-

15th and Harney

BEAN CONTEST COUPON.

My estimate of the number of beans in

jar No. 33 is.....

Name .....

umbia and Rambler bicycles.

from \$5.00 up.

Nebraska Cycle Co.'s

handed in at our store.

spring.

1-That you must use a coupon cut from this paper.

2—That no person can deposit more than three coupons with any one merchant each day.

3-That you must bring them to the store. No mailed coupons filed.

4-That you can vote as often as you have coupons.

## Some Things That You Should Know:

- 5-That you should file your coupons as early as possible.
- 6 That in case of a tie the coupon filed first will receive the prize.

HU-CAN?

\$5.00 MONTHLY.

Singer Pianos on easy payments. New pianos for rent- One

years rental allowed if purchased. Instruments moved,

Schmoller & Mueller,

STEINWAY & SONS REPRESENTATIVES.

SCHMOLLER & MUELLER'S BEAN CONTEST COUPON.

timate of the number of beans in jar No. 17 is......

HU-CAN.

NEW WHEELS FROM \$15 UP.

All our Skates will be sold at

Omaha Bicycle Co.,

the party estimating the nearest number of beans in our jar.

OMAHA BICYCLE COMPANY'S BEAN CONTEST COUPON-

My estimate of the number of beans in jar No. 34 is .....

This advertisement and coupon must be handed in at our store.

WE WILL HAVE

Largest Music Dealers in the West

Address ......

New Steinways, Ivers & Pond, Vose, Emerson, Steger &

\$142.00

tuned and exchanged. Telephone 1525.

7-That no one knows the exact number of beans in a jar.

1313 Farnam Street.

\$40 and \$50

8-That each jar contains beans and beans only.

HU-CAN?

On New Year's eve we will give to the

People's Furniture & Carpat Co.

16th and Farnam.

People's Furniture & Carpet Co.'s BEAN CONTEST COUPON.

My estimate of the number of beans in

This advertisement and coupon must

When you bring your prescription to us you need have no fear that you'll be charged extra in order to give "Doc" a "rake eff." We den't pay doc a commission to get your business—so you need have no fear on that score.

SCHAEFER Cut Price Druggist

BEAN CONTEST COUPON.

We Don't Bo It

WE CARRY THE LARGEST LINE OF-

Notice our north window.

9-That the advertisement must be cut out with the coupon.

10-That the jars are changed and refilled after each contest. 11-That if you don't estimate correctly this time, you may next time

12-That every article offered is exactly as represented by the mer

### HU-CAN?

## Beans at A. Hospe's 1513 DOUGLAS STREET.

# Hospe's Art Dept

we invoice January 1. A \$30 picture to the successful estimate on our bean jar contest. Closes Saturday night.

Address....

Capitol Ave, Near 16th St.

OUR PRICES MUST ALWAYS BE THE

LOWEST as we refund money if you can

On December 31st we will give away to

the person estimating the nearest number

of beans in our jar a man's fine mackintoch

VOTE PLENTY AND OFTEN.

A.	Hospe's
A.	Hospe.

BEAN CONTEST COUPON.

My estimate of the number of beans in jar No. 10 is ......

Name.....

This advertisement and coupon must be handed in at our store.

All our \$1.50 Star Colored Shirts will be closed out this week for just one-half. 75c.

We will give away to the person estimating the nearest number and the next nearest number of beans in our jar each beat them. two custom made shirts worth \$5.00 Contest closes Saturday at 6 p. m.

## Albert Cahn. FINE MEN'S FURNISHINGS. We make the finest shirt in the city.

1322 Farnam St.

BEAN CONTEST COUPON.

My estimate of the number of beans in

Address... This advertisement and coupon must be

Board is Argued.

Indebtedness and the Com-

ing Deficit.

This suit was commenced last summer.

In the petition it was set forth that al-

though the Board of Education has asked

\$389,800 for the school year 1894-1895, the

city council had allowed only \$334,749.08;

likewise for the school year 1895-1896 the

amount asked was \$400,000 and the amount

allowed was \$355,945,53 and for the school

year 1896-1897 the amount asked was also

\$400,000, while the city allowed only \$338,-

\$61,287.52, respectively, or a total for the

stated, had been made upon the city

through Secretary Gillan, but was ignored.

of the act relating to school districts th

City Attorney Connell, in his answer to

the petition, did not deny the main allega-

tions, but contended that the city is not

levy an estimate from the board, based upon

extravagant expenditures or the incurring

by the board of unnecessary debts. To this

answer the Board of Education had demurred

The board's attorney, Mr. Gaines, and Mr.

Connell discussed the question from their

respective positions at some length and the court deferred his decision so as to give

counsel a further opportunity to produce

authorities if they desired. The position

taken by Mr. Gaines is that it is not at all

discretionary with the city council as to the

amount estimated by the board; that all the

law expects of it is to take the estimate given and include it in its levy; in short,

that it acts in this matter purely in a min-

isterial capacity, the council and the board

being co-ordinate bodies, altogether inde-

pendent of each other. There have been two

on the ground that it did not constitute

The discrepancies had caused defi-

timate of the board.

Guarantee Clothing Co.'s BMAN CONTEST COUPON.

Judge Gordon May Be Deposed by a Charter Amendment.

OPINIONS ON THE LATE CONTROVERSY

but Others Complain that the Remedy Suggested is Too Expensive or is inadequate.

at some future charter revision committee

officers on their bonds."

Regarding the affray at the jail, City Attorney Connell says: "In my opinion the police officers were justified in ejecting Judge Gordon from their jail offices. The duties of the police judge can be very briefly defined—they consist in judging of the guilt or innocence of the people whom the police bring before him. If he finds the prisoner not guilty, his jurisdiction ceases and the police have the right to make a rearrest if they desire. They may even rearrest on another charge if the defendant is released on bond. When the police judge takes steps to prevent such rearrests he s meddling in something that is none of his business, and if in the course of his interference he violates one of the rules of the arrested and treated by the police, he has redress through habeas corpus proceedings and by bringing action against the police

Attorneys who look after the interests of the criminals arrested by the police take exception to this last statement of the city attorney. They say adequate redress is no to be secured through either of the means mentioned. Habeas corpus proceedings involve expense; and the lawyers also contend that in the big majority of the case the bonds that the policemen give offer no satisfaction. Regarding this latter matter a city councilman expressed himself as follows: "I have been given to understand worthless and I think this ought to be remedied. I believe that a police officer should be required to give a guaranty company Public officials in other departments are gradually being compelled to give such bonds and it seems to me that it would be

Chief of Police White supports Acting Captain Her. He says: "We can never rid the city of bad characters as long as Judge Gordon persists in the position he has taken. A notorious character is ar-rested and is immediately released on bond.

rested parties could recover on their bonds

would be more careful about arresting peo-

This advertisement and coupon must be handed in at our store. but on the demand of the defendant for a arial will release him-for want of prosecution,' the records will show. I can show you a large number of records wherein a trial has been postponed for as long as four months at the request of the defendant and then has been summarily dismissed for lack of a complainant. The only way we can to is to rearrest these notorious characters

as long as they are let loose by the police

Cor. 16th and Chicago Sts.

That is the only means we have of judge. driving them from the city." There were no additional developments in the trouble between the police and Judge Gordon yesterday. It was anticipated all day that when the court asked to have Nelson, the man who caused the disagreement, brought up for trial the trouble would be precipitated. No objection, however, was offered to Nelson's appearance and none to his disappearance after he had been dis-

Dr. Buil's Cough Syrup will save the life of your child when attacked by croup. Mothers, this remedy never fails to cure.

DAY ONCE EACH WEEK What the Omaha Bricklayers of the Chicago Contractor.

charged by Judge Gordon.

William Grace, the contractor for the new Union Pacific depot, came in from Chicago yesterday morning and is apt to have some trouble with his bricklayers before getting away again. For sixteen years the rule has been in vogue with the Bricklayers' union in this city that payment for labor be made every Saturday night. Mr. Grace, it is said, wants the privilege of paying every two weeks instead of weekly. He broached the matter to some of the men in his empley a few weeks ago and they, without jail office, the police may treat him as promising anything, agreed to bring the they would any private citizen. If the re- subject before the union. This was done arrested party believes he is illegally re- and the union voted to stand by its rules. The depot building is just now where

the contractor is ready to begin the bulk of the brick work. The foundations have cleared the ground and the next upward step on the building will be laying pressed brick. Trouble with the bricklayers at this time, then, would be a great annoyance to men employed that it will require too much time to make out pay rolls every week. He feels that it is different in his case, on these grounds, than with local contractors, who seldom employ more than six or eight

men at a time. The bricklayers contend that justice to the Omaha contractors, who have paid their men weekly without complaint, demands that they should exact the same terms from Mr. Grace, and they insinuate that they will throw up their job unless the rule is complied with. They say they have no fear of the bricklayers who worked on the Burlington depot, for all of them but two have since joined the local union and will abide by its constitution.

It is possible Mr. Grace will appear before the union in person and present his arguments in an effort to have the organization reconsider its action in this particular

AWRENCE—Mrs. Parmela W., aged 68 years, entered into rest Tuesday, December 37. The funeral services will be held in Ali Saints' church Thursday, the 28th inst. at 2 p. m.

KENNEDY—Jay J., Missouri Pacific yard master. Funeral from family residence.

238: South Tenth street, to St. Patrick's parish, Friday morning at 9 o'clock. Interment Holy Sepuicher cemetery. Friends invited. Streator, Ill., papers please copy.

# HENRY COPLEY.

Lucky One Gets Belted

HU-CAN?

Wares of Gold and Silver. 215 S. 16th St., Paxton Blk.

Two fine \$3.00 belts given away Saturday, December 31 to the two persons estimating the nearest number of beans in our jar.

BEAN CONTEST COUPON. My estimate of the number of beans in ar No. 14 is .....

Henry Copley's

This advertisement and coupon must be nanded in at our store.

## How Many Beans?

earest number of beans in our jar, a beautiful \$4.06 Jardinere, to the second nearest a \$3.50 Vase, to the third a \$1.50 lily bowl, finished like the famous Rockwood pottery. Centest closes 6 p. m. Saturday.

## MAHA TEA & COFFEE CO. 1407 Douglas St.

Omaha Tea & Coffee Co.'s BEAN CONTEST COUPON.

Ed. T. Heyden, Manager. My estimate of the number of beans i

On January 1st we will give a ladies' or gents' High Grade Stormer Bicycle to jar No. 2 is .....

This advertisement and coupon must be handed in at our store.

This advertisement and coupon must be handed in at our store.

Oity Attorney Connell Gives His Opinion on Pending Ordinance.

Exercise of Eminent Domain Will Give the Road All It Wants in Case the Council and Citisens

right-of-way asked for would be the granting of a franchise and therefore whether or not the question must be submitted to the people. The opinion is as follows:

ties owning or having charge thereof, and the railroad company to agree upon the man-ner and upon the terms and conditions upon which the same may be used or occupied, and if said parties shall be unable to agree company to use or occupy such read, street, alley or other public way or ground, such company may appropriate so much of the same as may be necessary for the purposes of such road in the same manner and upon the same terms as is provided for the appropriation of the property of individuals." repriation of the property of andividuals."

Section Still in Full Force. This section of the law was in full force

and was not amended or repealed directly and in my judgment is not repealed by implication, but still remains in full force.

I consider that the sections of the charter
relating to franchise should be considered
with other general provisions of law and all should be so construed as to harmonize The right of railroads to occupy public

The right of railroads to occupy public streets is clearly recognized by several decisions of our supreme court. Among other cases this right is clearly recognized in the case of Chicago, Kansas & Nebraska Railroad Company against Hazels, 26 Neb., R., p. 369, in which case the court, after making reference to section \$3 of chapter xvi of the Compiled Statutes, declares as follows:

"Railroad corporations have the right, therefore, to take and use real estate for right-of-way purposes, with or without the consent of the owner thereof. They also have the right to occupy roads, streets, al-

leys or public grounds of any kind by the consent of the municipal or other corporation or public officer or authorities, or in failing to obtain such consent by the right

of eminent domain."

I am of the opinion that in cases where the city of Omaha by its mayor and council can agree with any railroad company upon the terms and conditions under which such the terms and conditions under which which railroad company shall use or eccupy any public street, that such agreement can be made in the form of an ordinance without a vote of the people and without the publica-tion required in the granting or extension of a franchise. This right as recognized by the numerous decisions of the supreme court is subject to the right of any property ewner to recover damages which such property owner may sustain by reason of the use or accupation of any public street by any rail-

With regard to the ordinance new pend with regard to the ordinance new pending before your honorable body relating to the use of a part of Feurteenth street by the Terminal company. I would say that such ordinance has been very carefully considered and prepared, and, as I believe, fully and fairly protects the rights of the city and the rights of property owners. Very respectfully,

W. J. CONNELL.

City Attorney. City Attorney.

Rights of Both Sides. In connection with this opinion the city atterney says: "There may be some difficulty in construing the charter and this state law without conflict, but in law there is none, in my epinion. The charter provialons regarding franchises sets out that no franchise rights should be granted to a corperation without submitting the question "charter." I have the hence to report that after a careful examination of the law I conclude that such action would not be the granting or extension of a franchise within the contempiation of the provisions of the when the state law regarding the rights when the state law regarding the rights agreement is made. There to the people. With no other statute on the of railroads—the one I quote—is considered. That takes the railroads out of of the Compiled Statutes entitled "Corpora-tions" and having direct reference to rail-roads which must be whether a grant to a railroad company of the nature stated is a franchise. Section \$3 of chapter xvi of the it be claimed that the charter repealing franchise. Section \$3 of chapter xvi of the Compiled Statutes, to which reference is made, expressly prevides as follows:

"If it shall be necessary in the location of any part of any railroad to eccupy any read, street, alley or public way or ground of any kind, or any part thereof, it shall be competent for the municipal or other corporation or public officer or public authorities owning or having charge thereof and to grant a franchise, the Terminal company could still force its way into the city. For if the people voted not to grant the franchise, yet under the statute the road could get in by condemnation proceedings. But in the latter event the road would secure its right-of-way only after long de-

> believe that this is one of the most serious questions that the council should consider." Mortality Statistics. The following births and deaths were reported to the health commissioner during

the twenty-four hours ending at noon yes-

lay and great expense, in view of which it

Omaha and the city would lose the advantage

of a bridge competing with the Union

Pacific and perhaps a railroad or two. I

ight determine not to attempt to get into

terday: Births-John B. Lakama, South Omahs girl; Carl Rasmussen, 2917 South Seventeenth, boy; Charles Cooper, 2808 Bristol, girl; Jacob Lewis, 1318 Capitol avenue, boy; Christian Clausen, 2211 South Eleventh, girl Deaths-Sarah Johnson, 1775 South Ninth, 47 years; Hannah Lindberg, 1334 Ogden, 3 years; Gladis May Rex. 1819 South Sixth. 2 months: Frances E. Eller, 923 South Fortieth, 48 years; Margaret E. Johnston, 2615 Capitol avenue. 16 years.

Bide for City Supplies. The Advisory Board yesterday afternoon he wants to popened bids for furnishing the city with their consent.

supplies and ordered the secretary to put them in tabulated form for consideration at the meeting next week. The bidders on the various supplies were as follows: Lumber-H. F. Cady Lumber company Wyatt-Bullard Lumber company, C. N

Address .....

This advertisement and coupon must be

Cement, Sewer Pipe, Sand, Brick, Etc.-Omaha Coal, Coke and Lime company, C. W. Hull company, Omaha Brick company, John

-South Omaha Ice company, Seymour Lake Ice company.

Stationery, Printing, Books, Etc.—Klopp-Bartlett company, Rees Printing company, Omaha Printing company, Gldcon Printing

Engineers' Special Supplies—Aloe & Pen fold, Omaha Printing company. City Hall Notes.

Robert F. Smith is making a trip to Min-mapolis and Duluth this week. Secretary Gilian of the Board of Education has gone to Lincoln to attend the meeting of the State Teachers' association. President Jordan has also gone to the meeting. The Board of Education held a special meeting yesterday to approve a warrant for \$14,657 that is to pay the semi-annual interest on school bonds, which is due Jan-

Outstanding and registered school warrants to the amount of \$46,000 have been called in by City Treasurer Edwards and will be paid Thursday. The necessary money for this purpose is secured from liquor license receipts, which, at the present time, amo

### BRYAN ON COMING SESSION Relations Between Finance and Expansion Not Definitely

Fixed. W. J. Bryan arrived in Omaha yesterday from Chicago, having accompanied his way to Washington, where she will visit a

few weeks. He called on friends in the city during the morning, and yesterday afternoon left for Lincoln. Mr. Bryan will not be present at the Jacksonian club banquet next month. He said he had promised the Chicago democrats several months ago to address them on that

evening, and failing in an effort to secure an arrangement of dates between the two organizations which would not conflict, he will keep his appointment to speak to the faithful in the city by the lakes. When asked if he thought the question

of imperialism would overshad w the money issue in the campaign of 1900, Mr. Bryan said it was difficult at this time to tell what relation these subjects would beer to each other then, because it is possible for the question of expansion to be settled within a few weeks. He thought if congress would adopt a resolution pledging this government to hold the Philippines only as a trust for their people, as we do Cuba, until a stable government is established, the expansion issue would be at an end. If, however, the question is not settled in some such way as this, he said it would continue to be a matter of discussion until it was disposed of, and would therefore remain one of the issues before the people.

With Perto Rico, Mr. Bryan said, the situation could be simplified easily. He be-lieved the people of the island should first be permitted to vote whether they desired annexation to this country, or the formation of an independent republic, and our government should respect the result of the people of Porto Rico desire annexation, but he wants to preserve the form of obtaining

another, where the application had been made direct to the supreme court as a court **HORSFORD'S** ACID PHOSPHATE Bringe back the strength you used to have. Take no Substitute.

Address..... This advertisement and coupon must be of original jurisdiction (39 Nebraska, 765), WHICH FIXES THE TAX LEVY and in which the opinion had been rendered by Judge Irvine, a specific tex was also asked. Mr. Gaines argued that the had lost its cases simply because it had de-Contention Between City Council and School manded the levy of a specific tax, but that held, namely, that it rests entirely with the Board of Education to say how much money MATTER UP ON MANDAMUS APPLICATION it requires, and that it is obligatory upon the part of the city council to include the estimate as furnished in the levy without ging behind the board's figures. Board Inclined to Hold the Council Responsible for Its Present Deep

On the other hand Mr. Connell reasoned that the law does not require the city council to make a levy which provided for back indebtedness and, besides, the school board was limited to \$25,000 in any expenditure for the purchase of new school sites, any-Argument was made yesterday before thing beyond that smount having to go be-Judge Fawcett on the demurrer to the fore the voters of the school district answer in the mandamus case of the Board In reply Mr. Gaines said the back indebtof Education brought to compel the city dness had been caused by the failure of council to include in its tax levy the esthe council to make the proper levy.

Oppose a Paving Tax. Another suit to set saide paving assessments has been started in the district court. The plaintiffs are Elias F. Griffiths and several other property owners in Bedford for the paving of Lalk street (district 279) was illegal for the reason that many of the signatures to the petition were of persons ot owning property affected in any way. The ordinance was passed in February cits, as claimed, of \$54,050.92, \$\$44,054.47 and 1891. It provided for paving the street with Galesburg brick, and the aggregate cost was three years of \$159,392.91. A demand, it was estimated at \$8,433.40.

## The action was brought under section 21 SELLS THEM ALL IN A BUNCH

Receiver McCague Disposes of the Tax Certificates Held by the German Savings Bank. Receiver McCague of the German Savings

bank has concluded the sale of tax certificates which formed a portion of the assets of that institution when it closed its doors some years ago. The face value of the certificates aggregated about \$20,000 and hey sold for \$2,100, the purchaser being Charles Bartelle. The certificates were sold singly and then in bulk. As they brought more in bulk this method of disposng of them was decided upon. Nearly all of the certificates are considered practically worthless, many of them being against railad property. With reference to these, it has been held that the state board and not the county commissioners should make the levy. They were sold to satisfy a tax levied by the county commissioners.

Marriage Licenses. County Judge Baxter issued the following marriage licenses yesterday: Name and Residence. Joseph M. Cameron, Raymond, Neb.... Mabel A. Black, Raymond, Neb....

or three decisions from the supreme court, these were produced. In one, a case James A. Miller, Long Island, Kan..... Helen A. Tune, Omaha board was defeated was because it had asked for a specific tax of 8 mills. This decision Frank W. Black, Rock Island, Ill..... Lucy Henderson, Omaha.... found in Seventh Nebraska, 267. In

> Another Revenue Stamp Ruling. Commissioner Scott of the Treasury de-partment has forwarded to the government offices in this city the latest ruling relative to the affixing of stamps upon documents. He says: "Releases of mortgages and deeds of trust, which are considered as merigages are held to be exempt from taxation regardless of the form in which they are executed, though when the release requires a notorial certificate such certificate is subject to a tax of 10 cents."
>
> Then the judge grants repeated continuances at the defendant's request until either the complaining witness or the police officer is not on band. He will not listen to a reject to a tax of 10 cents."

RESULT OF ROW AT THE JAIL

Name.....

Address.....

Attorney Connell Upholds the Police

The collision which occurred between Police Judge Gordon and the city jail officials has revived a scheme that city efficials have been quietly discussing for some time-a means of deposing Judge Gordon through charter amendment. This question will probably come up for considerable discussion

Other Attorneys Think Differently. a good plan to extend the system to police-The officers knowing that the ar-

## RIGHT OF WAY FOR TERMINAL

NO QUESTION OF FRANCHISE INVOLVED

Decline to Grant It. City Attorney Connell has formulated an opinion on the question that was submitted to him by the city council in connection with the Omaha Bridge and Terminal company ordinance—whether the granting of the

To the Honorabie, the City Council of the City of Omaha—Gentiemen: In response to the request of your honorable body for my opinion as to whether granting to a railroad company the right to lay a railroad track or tracks across or along any part of any pub-ile street of the city of Omaha would be the granting of a franchise within the contem-piation of the previsions of the act relating o metropolitan office and known as the charter to which reference is made. There are several provisions of law to chapter avi