

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

- 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.
- 7—That no one knows the exact number of beans in a jar.
- 8—That each jar contains beans and beans only.

- 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 merchant.

HU-CAN?

Beans at A. Hospe's
1513 DOUGLAS STREET.

Hospe's Art Dept.

This week we have a sale of 11 left-over pictures and Christmas knick-knacks—prices will be cut in half or more and they must be sold at once as we invoice January 1. A \$30 picture to the successful estimate on our bean jar contest. Closes Saturday night.

A. Hospe's

BEAN CONTEST COUPON.

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

Name.....

Address.....

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

HU-CAN?

Shirts, Shirts

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 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.

Albert Cahn.

BEAN CONTEST COUPON.

My estimate of the number of beans in jar No. 5 is

Name.....

Address.....

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

HU-CAN?

WE CARRY THE LARGEST LINE OF—

Toys

In Omaha—immense display on Main Floor. Notice our north window.

On New Year's eve we will give to the person estimating the nearest number of beans in our jar a fine Sewing Machine valued at \$75.

People's Furniture & Carpet Co.
16th and Farnam.

People's Furniture & Carpet Co.

BEAN CONTEST COUPON.

My estimate of the number of beans in jar No. 13 is

Name.....

Address.....

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

HU-CAN?

UPRIGHT PIANO

\$142.00

\$5.00 MONTHLY.

New Steinways, Ivers & Pond, Vose, Emerson, Steger & Singer Pianos on easy payments. New pianos for rent—One years rental allowed if purchased. Instruments moved, tuned and exchanged. Telephone 1525.

Schmoller & Mueller,
STEINWAY & SONS REPRESENTATIVES.

1513 Farnam Street.

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HU-CAN?

Lucky One Gets Belted

HENRY COPLEY.

Wares of Gold and Silver.

215 S. 16th St., Paxton Bldg.

Two fine \$5.00 belts given away Saturday, December 31 to the two persons estimating the nearest number of beans in our jar.

HU-CAN?

BEAN CONTEST COUPON.

My estimate of the number of beans in jar No. 14 is

Name.....

Address.....

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

HU-CAN?

SEWING MACHINES

On January 1, 1899, we will give away an elegant drophead ball-bearing \$65.00 Davis Sewing Machine to the person making the closest estimate to the number of beans in our jar.

Second-hand sewing machines from \$5.00 up.

For \$2.00 we will put anti-rust on your bicycle and store it until spring.

We have recently taken the agency for the celebrated Columbia and Rambler bicycles.

HU-CAN?

BEAN CONTEST COUPON.

My estimate of the number of beans in jar No. 15 is

Name.....

Address.....

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

WHICH FIXES THE TAX LEVY

Contention Between City Council and School Board is Argued.

MATTER UP ON MANDAMUS APPLICATION

Board Inclined to Hold the Council Responsible for Its Present Deep Indebtedness and the Coming Deficit.

Argument was made yesterday before Judge Pawcett on the demurrer to the answer in the mandamus case of the Board of Education brought to compel the city council to include in its tax levy the estimate of the board.

This suit was commenced last summer. In the petition it was set forth that although the Board of Education has asked \$389,900 for the school year 1898-1899, the city council had allowed only \$334,749.88; likewise for the school year 1896-1897 the amount asked was \$400,000 and the amount allowed was \$355,945.53 and for the school year 1895-1896 the amount asked was \$400,000 while the city allowed only \$339,712.48. The discrepancies had caused deficits, as claimed, of \$54,050.92, \$44,054.47 and \$61,287.52, respectively, or a total for the three years of \$159,392.91. A demand, it was stated, had been made upon the city through Secretary Gillan, but was ignored. The action was brought under section 21 of the act relating to school districts in metropolitan cities.

City Attorney Connell, in his answer to the petition, did not deny the main allegations, but contended that the city is not obligated by the law to include in its tax 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 on the ground that it did not constitute a defense.

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 ministerial capacity, the council and the board being co-ordinate bodies, altogether independent of each other. There have been two or three decisions from the supreme court, and these were produced. In one, a case tried many years ago before Judge Savage, the only reason, said Mr. Gaines, why the board was defeated was because it had asked for a specific tax of 8 mills. This decision is found in Seventh Nebraska, 267. In another, where the application had been made direct to the supreme court as a court

HU-CAN?

Guarantee Clothing Company.

Capitol Ave, Near 16th St.

OUR PRICES MUST ALWAYS BE THE LOWEST as we refund money if you beat them.

All Wool Clay Worsted Suits.....\$6.75
Pure Silk Mufflers.....\$1.00
Fancy Embroidered Blouses.....\$1.50
Woolen Coats for Men.....\$10.00
Extreme Fine Kersey Overcoats.....\$12.00
Warranted Dress Shoes.....\$1.50
Beautiful Neckties.....\$1.00
Initial Handkerchiefs, 3 for.....\$1.00
Elegant Fine Ribbed Hosiery.....\$1.50
Fur Overcoats as low as.....\$15.00
Double Sleeve Shirts.....\$1.00
Elegant Half Hose.....\$1.50
Fine Covert Cloth Overcoats.....\$15.00
Zinc Trunks.....\$1.50

On December 31st we will give away to the person estimating the nearest number of beans in our jar a man's fine mackintosh box coat.

VOTE PLENTY AND OFTEN.

BEAN CONTEST COUPON.

My estimate of the number of beans in jar No. 29 is

Name.....

Address.....

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

HU-CAN?

WE WILL HAVE

The finest and largest line of Bicycles ever shown in Omaha.

NEW WHEELS FROM \$15 UP.

SKATES

All our Skates will be sold at less than cost.

Omaha Bicycle Co.,
Cor. 16th and Chicago Sts. Ed. T. Heyden, Manager.

On January 1st we will give a ladies' or girls' High Grade Stormer Bicycle to 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

Name.....

Address.....

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

HU-CAN?

How Many Beans?

We give to the person estimating the nearest number of beans in our jar, a beautiful \$4.00 Jardiner, to the second nearest a \$2.50 Vase, to the third a \$1.50 Lily bowl, finished like the famous Rockwood pottery. Contest closes 6 p. m. Saturday.

HU-CAN?

BEAN CONTEST COUPON.

My estimate of the number of beans in jar No. 2 is

Name.....

Address.....

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

HU-CAN?

Nebraska Cycle Co

15th and Harney

Nebraska Cycle Co.'s

BEAN CONTEST COUPON.

My estimate of the number of beans in jar No. 23 is

Name.....

Address.....

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

RESULT OF ROW AT THE JAIL

Judge Gordon May Be Deposed by a Charter Amendment.

OPINIONS ON THE LATE CONTROVERSY

Attorney Connell Upholds the Police, but Others Complain that the Remedy Suggested is Too Expensive or is Inadequate.

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

Regarding the affair 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 of innocent persons who are brought 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 is 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 jail office, the police may treat him as they would any private citizen. If the rearrested party believes he is illegally arrested and treated by the police, he has redress through habeas corpus proceedings and by bringing action against the police officers on their bonds."

Other Attorneys Think Differently.

Attorneys who look after the interests of the criminal arrested by the police take exception to this last statement of the city attorney. They say adequate redress is not to be secured through either of the means mentioned. Habeas corpus proceedings involve expense; and the lawyers also contend that the big majority of the cases are those where the police give offer no satisfaction. Regarding this latter matter a city councilman expressed himself as follows: "I have been given to understand that the bonds of policemen are not to be secured through either of the means mentioned. I believe that a police officer should be required to give a guaranty company bond. Public officials in other departments are gradually being compelled to give such bonds and it seems to me that it would be a good plan to extend the system to policemen. The officers knowing that the arrested parties could recover on their bonds would be more careful about arresting people."

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 arrested and immediately released on bonds. Then the judge grants repeated continuances at the defendant's request until either the complaining witness or the police officer is not on hand. He will not listen to a request for a continuance from a police officer,

RIGHT OF WAY FOR TERMINAL

City Attorney Connell Gives His Opinion on Pending Ordinance.

NO QUESTION OF FRANCHISE INVOLVED

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

"To the Honorable the City Council of the City of Omaha—Gentlemen: 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 public street of the city of Omaha would be the granting of a franchise within the meaning of the provisions of the act relating to metropolitan cities and known as the 'charter.' I have the honor to report that there is no question of franchise involved in the granting of the right-of-way asked for, but the question is whether the granting of such a right-of-way would be the granting of a franchise within the meaning of the provisions of the act relating to metropolitan cities and known as the 'charter.' Section 22 of chapter xvi of the Compiled Statutes, which relates to the granting of a franchise, reads as follows: 'If it shall be necessary to occupy any public 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 authority owning or having charge thereof, and the railroad company to agree upon the manner and upon the terms and conditions upon which the same may be used or occupied, and if said parties shall be unable to agree thereon, and it shall be necessary in the judgment of the directors of such railroad company to use or occupy such 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 authority owning or having charge thereof, and the railroad company to agree upon the manner and upon the terms and conditions upon which the same may be used or occupied, and if said 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