

THE DAILY BEE. COUNCIL BLUFFS. Friday Morning, Jan. 16. OFFICIALS: G. T. PEARL Street, Near Broadway. MINOR MENTION. Fine job printing, at Pryor's Bee job office.

The funeral of Mrs. William Lovensborg took place yesterday. About forty teams are at work filling Sixth and Seventh streets. Job printing in the latest style of the art, at Pryor's Bee job office. Leave your orders for job printing a day or two ahead at Pryor's Bee job office.

"Only a Farmer's Daughter" was the entertainment at the opera house last evening. The city jail is nightly crowded with penniless, homeless lodgers, who have no other place to go to. Regular meeting of Fidelity council No. 106, R. A., this (Friday) evening.

John Ramlek, while driving one of Sackett's coal wagons yesterday, was thrown off and one wheel passed over his arm causing painful injuries. Henry Morrill, arrested as a vagrant, and on the charge of beating a board bill at Mrs. Billup's, has been let loose on condition of skipping out of town at once.

A horse being driven down Main street had his leg cut rather badly yesterday by a telephone wire which was lying across the street while some repairs or changes were being made. Last evening there was a public installation of the offices of the several Odd Fellows lodges. An excellent musical programme was given in connection with the services, and a grand ball closed the evening's doings.

Two colored men, Tom Key and Knight, were arrested for being concerned in a row at the transfer late Wednesday night. Key had a cut on his head, caused by some other darkey hitting him with a dish half full of frozen pea soup. Added to his other troubles he was fined \$7.00. Knight was discharged.

There being a report that there was a case of small-pox at Lower's hotel, a school girl from there was sent back home by the teacher, but investigation soon showed that the report was false, there having been no sickness of any kind at this house for a year and a half. The girl was thereupon readmitted, and allowed to go on with her studies.

BOARD BILLS.

The County Supervisors Raise a Howl by Cutting Justices and Constables Bills.

The county board of supervisors adjourned yesterday. The closing work was the consideration of bills, and the way the justices and constables found their claims chopped and hacked, naturally raised a storm of indignation. Justice Vaughan out of \$270 was allowed about \$123, while Justice Abbott on a bill of \$65 got a cut down of \$17. So all the way through. Constable Wesley was among those who felt that he had been wronged and he had a lively little talk with Supervisor Graham, which ended by the latter putting his hand against Wesley's face and pushing him away. For a moment it looked like war. William Selts, the city marshal of Neola, who has also been elected constable, was not because a bill of \$40 for going into Nebraska after Phillips, the rapist, had been cut down to \$9. He claimed that he had spent money for telegraphing and on getting a trace of Phillips followed his trail to Lincoln, Neb., then to Beatrice, and from there still further into the country, had caught Phillips and brought him back, and that the bill should be \$60 to cover actual expenses, but that he made it about \$40, that including his fees for the preliminary examination, railway fare, hotel bills, and all. As the board would only allow him about \$9 he got mad and resigned his office of constable. The board claimed that the Mutual Protective association of Neola had offered a reward for Phillips' capture, and this was recompense enough.

There has been some fear expressed by some timid souls that if a new court house should be voted by the people, the board might build too expensive a one. The board is evidently making a record that is looking after the interests of the people, and those who have had their bills cut down will not be easily convinced that the present board is in any danger of extravagance.

Real Estate Transfers. The following is a list of real estate transfers filed yesterday in the recorder's office of Pottawatomie county, Iowa, as furnished by A. J. Stephenson, abstractor, real estate and loan agent, Council Bluffs, Iowa, January 15, 1885.

N. A. Christenson to Robert Percival, part lot 4, block 4, Bayliss list add \$3,400. Joseph Builder to Wm. Wau Buren, part lot 4, block 4, Bayliss list add \$3,400. J. A. Brownson to Wm. Schofield, add lot 35, 75, 38. \$1. Total sales, \$3,201.

Stock purchased at a great discount the saving of cigars, pipes and smokers' articles recently given by Latz & Lange. I am prepared to give purchasers the benefit of this great reduction no matter in what quantity they buy, either large or small orders. The stock must be closed out, and that as quickly as possible, as it cannot have my personal attention. Jno. Schenck, 76 Main and 30 Pearl streets, Council Bluffs.

ANOTHER BRACE. A Strong Legal Opinion in Support of the Mayor's Bill.

Tax Payers Should Read.

When Mayor Vaughan's bill for services in selling the paving bonds was presented to the council some doubt was expressed as to the legality of the claim, and it was stated that Judge Dillon would not deem it legal. Therefore, the mayor wrote to Judge Dillon and received an opinion from him, which has already been published, declaring the claim legal. At the last meeting of the council it was suggested that the matter be referred to Judge Rogers of Davenport, his legal opinion being held in high respect here, and he being the one who fought the Union Pacific mandamus case so successfully, resulting in forcing the road to make its terminus here. The mayor has now sent to him and received the following clear opinion to the effect that the claim is legal:

Davenport, Iowa, Jan. 14, 1885. My opinion has been requested by W. R. Vaughan, Esq., mayor of the city of Council Bluffs, upon the legal validity of his claim against said city for compensation for his time and services in negotiating its "improvement bonds," issued under chapter 20 of the acts of the Twentieth general assembly of Iowa. I understand the facts to be, that in July last, there being an immediate and pressing necessity for effecting a sale of the bonds, in order to pay the contractors for the paving of streets (for which purpose the bonds were issued), the city council by resolution authorized and requested the mayor and two other gentlemen to go out to negotiate the bonds (that they went accordingly, and visited the cities of Philadelphia, New York and Boston, and after considerable difficulty succeeded in effecting advantageous sales of bonds to the amount of about \$175,000. That the time consumed was nearly seven weeks.

On these facts, I am of opinion that Mayor Vaughan has a valid and just claim against the city for reasonable compensation for his time and services. In the first place, I have no doubt of the power of the city council to employ such an agency for negotiating the bonds. Being empowered by law to issue the bonds, they had the incidental power to employ the necessary and usual means for disposing of them. It is well known that such securities usually find their market in the large eastern commercial cities, where capital abounds, and that ordinarily they cannot be promptly negotiated in large amounts and at their full value elsewhere. As the particular bonds now in question, of course, wholly unknown in the eastern market, and had no established market value, it was, doubtless, essential to employ agents who could give the fullest information to purchasers in regard to their validity and safety as an investment, and who would devote special and continuous effort to their negotiation until they should be effected. The particular agency to be employed was discretionary with the city council. The agents selected successfully accomplished their mission, and the city has reaped the benefit. I think there can be no question of the legality of their employment.

Secondly, it is quite clear that these services rendered by Mr. Vaughan were entirely outside of his official duties as mayor, and can not be treated as compensation by the salary of that office. His duties as mayor are prescribed by law, and are to be performed at home, and not elsewhere. This is true of all municipal officers. The city council surely can not employ an officer of the city, and such the burden of going on a journey of over a thousand miles, and remaining at that distance from his home for weeks or months. It was entirely optional with the mayor whether he would undertake or decline the mission to go east. It was no part of his official duty to negotiate the bonds either at home or abroad. Any private citizen might have been employed as agent if the council had so chosen. The services rendered by the mayor in this business at no on the same footing as to their character, and the right to compensate therefor, as if rendered by any other person.

See the following cases: Detroit vs. Redfield, 19, Mich., 376; Evans vs. Trenton, 4 Zabr (N. J.), 764; Converse vs. U. S., 21, How., 463. The case first cited is especially in point. The city council of Detroit, being empowered by law to appoint a special agent to negotiate bonds issued to raise money to pay soldiers' bounties, and to apply the money to payment of the bounties, appointed as such agent the controller, a financial officer of the city, having a fixed salary. It was held that his services as such agent were extra official, and that the city was liable to him for a reasonable compensation for such services, in addition to his salary as controller.

And in Brockway vs. Cook county, an Illinois case, decided on the 6th of the present month and reported in the Chicago Legal News of the 10th inst., page 149, a similar decision was made, sustaining the right of the recorder of deeds of Cook county to extra compensation for superintending the business of making and furnishing abstracts of title to real estate under the board of supervisors, such services being no part of his official duty as imposed by law. And this was held, notwithstanding a provision of the state constitution that the recorder's only compensation should be a salary fixed by law.

Finally, the fact that the services in question were rendered without any express contract or provision for compensation, does not deprive Mr. Vaughan of the right to compensation. Where valuable services are rendered by one party to another, at the latter's request, the law implies a promise to pay for such services what they are reasonably worth. This is a general rule, and applies as well to a corporate lodge as to individuals. This point is involved in the decisions cited above, there having been no express agreement for the services which were there in question. JOHN N. ROGERS.

Wars in passenger trains, wars in freight rates, and wars of all kinds are of every day occurrence, but a bread war as this city is liable to have is something unusual in any city of the land. For a long while the bakers have had full sway and turned out any sized loaf of bread that suited them best, and the supposition is that they were making a good margin. A short time since parties here concluded that they could

make and sell a larger loaf than the bakers were then selling for five cents and started operations. A Bee man yesterday was shown a five cent loaf of bread, by a grocer who said it was one he'd had since before the new large bread was made, it weighed five and one-quarter ounces, he also then weighed one of these new-large-for-the-money loaves, which weighed 8 1/2 ounces and retailed for 5 cents; he then took out a larger loaf that he said he just received from one of the old bakeries here, and it weighed 21 ounces, and they were retailing it for 5 cents, and at the same time make as much money on it as he did when they furnished him the 5 or 5 1/2 ounce bread. He said he felt satisfied the new concern would turn out a larger loaf than this bakery did yesterday, and that all parties interested had blood in their eyes. Whichever wins in this war, one thing is certain, people will get more bread for their money than previously.

THE MATRON'S DEFENSE.

Mrs. Compton Tells What She Knows About the Home of the Friendless.

To the Editor of the BEE. By those who are cognizant of the startling revelations which have recently been made public regarding the Home and its manager, it may be thought absurd and unnecessary to give even a passing notice to anything Mr. Lemmon may say about those who have been associated with him in his benevolent (?) enterprises, but who, owing to substantial reasons, have withdrawn their influence and aid from that institution. But, be it said, there are ever persons willing to receive as gospel truth any statements which emanate from a ministerial source, and in order to save such persons from being deceived, as well as for other substantial reasons, Mrs. Compton has thought fit to publish the following statements regarding her experiences at the Home:

She resigned because she felt that she could not do the children justice with her lack of facilities and limited supply of help and means. She contents that Mr. Lemmon has on several occasions treated her very disrespectfully, but not cruelly; and she has never made any statements about being treated with cruelty by that gentleman. During the time that Mrs. Compton has been matron, she does not think that Mr. Lemmon has spent \$10 for clothes for the little children. Clothes were donated, but not in sufficient quantity to insure the children healthy changes or warmth.

There were no conveniences for bathing the children. Till Christmas she had only two stoves; one a cooking stove in a cold kitchen, the other, in the sitting room where visitors had to be received, and the children were ever walking in and out of the house, with all these disadvantages, she bathed each child, all over, once a week.

Children sometimes came to the "Home" in the most deplorable condition and had to remain in their dirty rags several days before a change of raiment could be found them, during which time they had to associate with the other children. For three months she had no wash-boiler and had to cook on a No. 8 broken stove all the while she was there. While all the academy pupils were at the Home she cooked for them and at the same time cared for a wait a few weeks old that required constant care during the night.

Mrs. Compton resigned some eight weeks before she left the Home asking her to reconsider her resignation as no one could be found capable of taking her place. However she refused to recall her resignation and waited only for a settlement till December, when Mr. Lemmon came down to the Home, flew into a fit of anger because Mrs. Compton refused to convert the orphanage into a bean store house and ordered Mrs. Compton out of the house at the same time stamping on the floor like a mad-man. She calmly told him that she would vacate as soon as she should be paid for her services, and soon after put her case in a lawyer's hands, presented her bills, and told Mr. Lemmon if he did not meet them in three days she would make a court case of it. By that means a settlement was accomplished but not a very satisfactory one, for she took two notes, one on W. C. Garman, and the other on Lemmon and Garman.

The above are the assertions of a lady who has made the greatest self-sacrifice for the sake of humanity, a lady who has always associated herself with active Christian workers, and she has authorized me to make the above statements in her behalf. The truth of most of these statements I am personally cognizant of, having myself been connected with the institution during the past few months. H. PHILLIPS.

Dr. C. C. Hazen, Dentist, 100 Main st. For sale—My book and stationery business 341 Broadway. H. E. Seaman.

SWEEP BY FIRE.

Earling Burned to the Ground Yesterday.

The report reached this city yesterday that the little town of Earling was burning down. Earling is a little town of about 200 inhabitants, located on the Chicago, Milwaukee & St. Paul road, forty-eight miles from this city. The business portion of the town is known as Main street, and the stores are so closely huddled together in one block, as to render it almost impossible to save any of the buildings, there being no supply of water, except a well about a block away from the stores.

J. Dickey & Son, of 726 Broadway, are among the sufferers. They had a general store there which was opened by them about two years ago, and which has been under the charge of the son, Albert D. Dickey. At 5 o'clock yesterday afternoon Mr. Dickey received the following telegram from his son: Earling, Iowa, January 15, I am burned out for all I am worth. Caught second door above Mr. White's. Advertiser, Al. Dickey.

The loss to Dickey & Son is quite heavy. The building cost them \$1,300, and the stock was valued at \$4,000. The insurance amount is \$2,500 on the building and \$1,500 on the stock.

Masonic. Harmony chapter O. E. S. will hold its regular meeting this (Thursday) evening at the new Masonic temple at 7:30 o'clock. By order of the W. M.

GREAT CLEARING SALE Harkness Brothers.

FOR the purpose of reducing stock and making way for spring purchases, we shall, January 6th, offer our entire stock of Dry Goods, Carpets, Cloaks, Curtains, Etc., to be sold without regard to cost. This stock comprises a Fine line of choice Dress Goods, Silks, Flannels, Gingham, Prints, Etc. A choice stock of Newmarkets Brocade Velvet and Seal Plush Cloaks.

Ladies' and Childrens' White and Scarlet Underwear and Hosiery, Lace, Lace Ties, Fichue and Embroideries; also a lot of homemade Comforts, Blankets, and Table Linen. Our Carpet stock is complete and offers special inducements for selection from choice variety of patterns. It includes Exminster, Moquettes, Body Brussels, Tapestry Brussels, Three Ply Ingrains, Hemp, Rattan Matting, Napier Matting, Etc., Etc. Fine Lace Curtains, Tambour, Turcoman, Curtain Goods and Curtain Shades in variety and beauty of design.

Sale Begins January 6th, 1885 Customers will secure BEST BARGAINS, BY EARLY PURCHASES

Harkness Brothers, 401 Broadway, - - Council Bluffs.

OFFICER & PUSEY BANKERS.

Established 1856 Dealers in Foreign and Domestic Exchange and Home Securities.

JACOB SIMS, Attorney-at-Law.

COUNCIL BLUFFS, IOWA. Office, Main Street, Room 8, Shugart and Hancock block. Will practice in State and Federal courts.

J. R. TATE, ATTORNEY AT LAW

Practice in State and Federal Courts. Collections promptly attended to. Room 16, Shugart's Building, COUNCIL BLUFFS, IOWA.

Dr. W. H. Sherraden DENTIST, Masonic Temple, Council Bluffs, Iowa.

\$20 REWARD! \$20 REWARD paid for information of present whereabouts of pair horses, wagon and harness, belonging to William D. Hall of Thomas A. Denton, Bay horse seven years old, 1,600 pounds, scar left hind leg, black horse nine years old, fat to fore-rail, brown in right hind leg, wagon, Cooper make, three inch double harness, taken from Pottawatomie county in August. Ten dollars reward for discovery of said Hall. Hall described as about 5 feet 10 inches, sandy complexion, bald head, iron top whiskers, brownish red, stout, built, about 40 years of age; to Leonard Everett, attorney at law, Council Bluffs, Iowa.

ASK YOUR GROCER FOR A. B. HOWE'S Corn Meal, Graham Flour, Hominy, Ground Fresh Every Day! Ground Feed Always on Hand. MILL, corner of North Sixth and Mill Streets, COUNCIL BLUFFS.

BROADWAY STEAM LAUNDRY EVERYTHING NEW, All the Latest Improved Machinery. All Work First Class. Orders by Mail Solicited Express Paid on All Orders over \$2.50.

Christmas Presents At Bottom Prices, is HOMER & CO'S China Store, 23 Main Street, Council Bluffs. H. E. REMER, Manager 113 Broadway, COUNCIL BLUFFS, IA.

SMITH & TOLLETT, Agents, LEADING MERCHANT TAILORS, 7 and 9 Main street, COUNCIL BLUFFS, IOWA.

A Complete Line of New Goods to Select From.

KIEL SALE STABLES Keep Horses and Mules constantly on hand which we will sell in retail or wholesale lots. All Stock Warranted as Represented. Wholesale and retail dealers in Grain and Baled Hay. Prices reasonable. Satisfaction Guaranteed. SCHLUTER & BOLEY Corner Fifth Ave. & Fourth St. Council Bluffs.

NOREN & LANDSTROM, Merchant Tailors. Winter Goods Ready. Suits Made to Order in Latest Style on Short Notice and at Reasonable Prices. SATISFACTION GUARANTEED. 305 Main Street, Council Bluffs.

AGENTS WANTED. Drs. Judd & Smith's New Improved Electric Belt. 310 BROADWAY, COUNCIL BLUFFS, IOWA; 725 ELM ST., DALLAS, TEXAS; and FT. WAYNE, IND. IT POSITIVELY CURES—Kidney and Liver Complaint, Bright's Disease, Rheumatism, Neuralgia, Dyspepsia, Nervousness, Weakness, Paralysis, Spinal Affections, Indigestion, Heart Disease, Piles, Hemorrhoids, Lame Back, Dropsy, and all diseases requiring increased motive power. New Improved belt \$3 and \$5; old style \$1 each.

GENUINE SLAUGHTER Cooking and Heating Stoves! The reason being so far advanced I have concluded to dispose of my stock of stoves of every description to storing them until next season. Call early as I will not be undersold by anyone. A. J. Mandel, 325 Broadway, Council Bluffs.

R. Rice M. D. CANCERS, or other tumors removed without the knife or drawing of blood. CHRONIC DISEASES of all kinds a specialty. Over thirty years practical experience. Office No. 6, Pearl Street, Council Bluffs. Consultation free.

ROLLER Skating Rink! ADMISSION—Gents 10c—Ladies 10c. SKATES—Gents 10c, Ladies 10c. Admission Free to Ladies each morning and Tuesday and Thursday afternoons. Use of Skates 10 cents.

FOR SALE—Large improved and unimproved farms in Iowa, Nebraska, Kansas, Nebraska or Dakota, let us hear from you. SWAN & WALKER.

FOR RENT—We have several houses on our list for rent, vacant now. SWAN & WALKER.

FOR RENT—We will rent you a lot to build on with the privilege to buy if you wish on very liberal terms. SWAN & WALKER.

FOR RENT—Large two story frame building suitable for warehouse or storage purposes, near railroad depot. SWAN & WALKER.

FOR RENT OR SALE—Building and grounds suitable for small foundry and machine shop. Good boiler, engine, cupola, Blower with fixed shafting etc., ready to put in motion. SWAN & WALKER.

FOR SALE—Shaving counters, table desks, gas fixtures etc. E. Quire of H. C. Seaman, paper, books and stationery, 341 Broadway.

FOR SALE—A second-hand stove, No. 217 Broad P. Council Bluffs.

FOR SALE—Two horses, single buggy, and light single harness. C. H. Robertson 364 Broadway.

WANTED—A good girl for house or farm. WANTED—Agents in every county in western Iowa to sell the "Champion" Boston Strathairn and "Frontier" Engines. For full particulars see prospectus sent on request. Address C. H. & J. Beard, Rice office Council Bluffs, Iowa.

FOR SALE—Houses, Lots and Land. A. J. Stephenson, 663 First Avenue.

FOR SALE—A top-swing, first-class mangle and in excellent condition. Or will trade for cheap. Address R. M. Beecher, Council Bluffs.

FOR SALE—A good pair of horses for sale. Enquire at 1206 Sixth Street opposite school house.

WANTED—Every body in Council Bluffs to take THE BEE. Delivered by carrier at only twenty cents a year. For sale at 25 cents each. O. L. HUNDRETT.

Union Ticket Agent, No. 507 Broadway Council Bluffs. Railway Time Table.

THE OLD RELIABLE THE BRUNSWICK, BALKE, COLLENDER COMPANY, (SUCCESSORS TO THE J. M. B. & CO.)

Billiard & Pool Tables. THE WORLD. John Hochstetler General Agent for Nebraska and Western Iowa. 30 S. Third Street. OMAHA, NEB.

M. R. RISDON, Gen'l Insurance Agent. Phoenix Insurance Co., London, Cash Assets, \$1,000,000. Western Fire & Marine, Capital, \$250,000. The Merchants of New York, \$1,275,000. Glard Fire, Philadelphia, Capital, \$1,000,000. Woman's Fund, Capital, \$1,329,000.