

THE ALLIANCE HERALD

OFFICIAL ORGAN NEBRASKA STOCK GROWERS ASSOCIATION. REACHES EVERY MEMBER
OFFICIAL ORGAN NEBRASKA VOLUNTEER FIREMEN'S ASSOCIATION. IT REACHES HEADQUARTERS FOR 15,000 FIREMEN

VOLUME XXII

ALLIANCE, BOX BUTTE COUNTY, NEBRASKA, THURSDAY, FEBRUARY 18, 1915

NO. 11

INVESTIGATING GAS FRANCHISE

Committee Appointed by Mayor Rodgers Securing Information Regarding Gas Plant for City

The gas plant investigation committee, consisting of Messrs. Harris, Hampton, Guthrie, Newberry, Rumer and Dole, appointed by Mayor Rodgers at a recent council meeting, have been securing information from various sources relative to plants for the size of Alliance.

Mr. Harris, chairman of the committee, has received a proposed franchise from the Gas Construction Company of Omaha. J. C. Martin, of this company, who sends the proposed franchise, was in Alliance at the time his committee was appointed and is familiar with local conditions. In his letter accompanying the proposed franchise Mr. Martin says:

"The franchise does not provide for any purchase of the plant by the city as we do not put that in unless the city desires it. If they wish to have that right reserved in cities of the second class we put it in."

"In cities of the first class of which Alliance is one, the conditions are different in that the statute expressly provides the method and terms upon which cities may take over public service corporations. It provides for the appointment of three residents of the city to appraise the plant. Under this statutory provision your city can act whenever they desire, and neither your city nor ourselves can change that law by any agreement of ours. You will see that the purchase clause is unnecessary in any event."

The franchise, as proposed by the Gas Construction Company, is as follows:

"An ordinance granting to the Gas Construction Company, of Omaha, Nebraska, their successors, or assigns, for and during the term of twenty-five years, upon the conditions hereafter stated, the right and privilege to lay and maintain gas mains, pipes, services, and other necessary structures in the streets, avenues, lanes, alleys and public grounds of the city of Alliance, Nebraska.

"These rights and properties being granted to the Gas Construction Company, for the purpose of furnishing and supplying gas to the said city of Alliance, Nebraska, and its inhabitants, fixing and prescribing the terms and conditions of said grant.

"BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLIANCE, NEBRASKA:

"Section 1. That there be, and hereby is, granted to the Gas Construction Company of Omaha, Nebraska, its heirs, successors, or assigns, for and during the term of twenty-five years, from the date this ordinance becomes effective, the right and privilege to lay down and maintain in the streets, avenues, lanes, alleys and public grounds of the city of Alliance, Nebraska, as the boundaries thereof are now, or hereafter may be, gas mains, pipes, services, and other necessary structures for the purpose of furnishing and supplying gas to the city and its inhabitants thereof.

"Section 2. That the said Gas Construction Company, their heirs, successors or assigns, are hereinafter called the "grantee" and the word "grantee" wherever used in this ordinance shall be understood and held to mean and include not only said Gas Construction Company, but also its heirs, successors or assigns.

"Section 3. All pavements and sidewalks shall be taken up and all excavations in said streets, lanes, alleys and public places shall be taken up and made in accordance to the ordinance of the city council and under the rule and supervisions of the proper authorities and in such a manner as to cause the least inconvenience to the city and its inhabitants and all pavement and sidewalk shall be replaced and repaired at the expense of the grantee, with like material as before excavation or removal and so as to be left in as good condition as before and if said grantee shall fail to fill, replace, or repair any excavation, pavement or sidewalk, so made or taken up, in proper manner, the City shall have the power and authority, after giving the grantee five days' notice thereof, to fill, replace or repair same and to charge the expense thereof to the grantee, which amount shall be collectible as any other debt due from the grantee to the city.

"Section 4. Whenever the grantee proposes to open any street, avenue or alley, under the authority of this ordinance, for the purpose of laying or repairing gas pipes or mains, they shall give to the City Council or its proper committee, twenty-four hours' notice in writing of their intention so to do; and the said city council, or its proper committee shall then give to the grantee a permit for so doing, and said grantee shall not during the progress of such work unnecessarily obstruct the passage of such streets, alleys, avenues or lanes, nor shall any such gas pipes, mains, services, or apparatus be laid so as to injure or interfere with any other pipes, sewers, or conduits, belonging to the said city (a). Provided further, that no continuous excavation shall be made

in said streets, avenues, or alleys for more than 600 feet at any one time.

"Section 5. The grantee shall hold the city harmless for any damage which may be caused to persons or property by reason of any excavation made, or obstruction placed by said grantee in the streets, avenues, alleys or public places of the city.

"Section 6. The grantee shall be required to lay and furnish at its own expense the gas service pipes from the main gas pipes to the curb line of the streets, or the lot line in the alleys.

"Section 7. The grantee shall be required to furnish the meters at its own expense.

"Section 8. That the privileges herein granted in the preceding sections of this ordinance are made upon the express conditions that the said grantee, its heirs, successors and assigns shall at all times, unavoidable accidents only excepted, hold themselves in readiness to furnish, and (b) shall furnish, all the gas required by said city and its inhabitants; and shall at all times have harmless the city of Alliance, Nebraska, against all loss or damage of any kind which may be sustained by said city or any person or persons by reason of the use or occupancy of any street, avenue or alley; and that said grantee, its heirs, successors or assigns, shall permanently maintain good, complete and substantial gas works, equal to the best in any city of the same or less population in the state of Nebraska, and shall at all times conform with and submit to, and carry out the provisions of any ordinance of said city now in force, or that may hereafter be enacted, not inconsistent with the terms of this ordinance, for regulating the use of streets and alleys and avenues by the said grantee.

"Section 9. The gas furnished to the city and its inhabitants, by the grantee, shall be of such a quality that the monthly average gross heating value be not less than 600 British Thermal Units, per cubic foot of gas; and the daily average gross heating value should not on any day be less than 550 British Thermal Units, nor should the minimum occur on more than three successive days. The gas furnished shall at no time be less than 16 candle power.

"Section 10. That the rate to be charged to the City of Alliance, Nebraska, and its inhabitants, for gas furnished and supplied by said grantee during the life of this franchise, shall not exceed (c) one dollar and seventy-five cents for each thousand feet of gas; provided that said grantee may at any time during the life of this franchise make rates and prices for gas in large quantities less than the rate and prices hereby designated, but in all cases such rates shall be conditioned upon a quantity of gas to be taken and paid for in some given period of time, or in some given season of the year, or during some particular period of the day, or under some other reasonable, special condition, and shall be open and available to all customers under like conditions. Provided further, that the said grantee shall be permitted to make and collect from each consumer a minimum charge of seventy-five cents a month for each gas meter connected should said gas meter show a consumption of gas, which at the rate charged would amount to seventy-five (d) cents for the month. Provided further, that the grantee shall be allowed to make such regulations regarding prompt payment of bills, deposits of money to secure such payments, and other matters relating to the conduct of the business as may be just and right.

"Section 11. The grantee shall be required to extend, free from all cost to the city or its inhabitants, its gas mains in and along streets, avenues and alleys, and to furnish an ample supply of gas to the residents thereof, within six months after being directed so to do by resolution of the city council. Provided, however, that no such order or resolution of extension shall be passed by the city council, unless there shall be filed with the city council, previous to such resolution being passed a petition from the residents living upon said streets, avenues or alleys or portions thereof, whose homes or buildings are of a permanent character, requesting such extension and agreeing on the part of the citizens making such petition, to take gas from the grantee for a period of not less than one year at the established rates. Provided further, that the number of petitioners for such extensions shall be sufficient to average at least one consumer for every seventy-five feet of such proposed extension of mains.

"Section 12. That the gas plant of the grantee shall be in operation in city of Alliance within two (e) years from and after the passage of this ordinance or the rights herein granted shall be null and void.

The committee are in favor of recommending changes in the franchise as follows:

(A). Insert the words "Or the property of any person, firm or corporation which may be using said streets, alleys, avenues or lanes under permit from said city"

(B). Omit the words "and shall furnish all the gas required by said city and its inhabitants."

(C). Change the maximum price from \$1.75 to \$1.50.

(D). Change the minimum price from 75c to 50c.

(E). Change the time from two to one year.

Other additions suggested are that the company be required to give an indemnity bond against damage in

DOLLAR DAY

Readers of The Herald were pleased to learn last week that the merchants of Alliance had decided to offer them special bargains on another Dollar Day. The date set is next SATURDAY, FEBRUARY 20TH

You are urged to look carefully through the advertising columns of the paper and to patronize the merchants who are advertising for your trade. A dollar will go a long ways next Saturday if these ads are carefully read and the bargains offered therein are taken advantage of.

FREE TICKETS TO IMPERIAL MATINEE

As a special Dollar Day inducement, with every purchase of a Dollar Day Bargain, a ticket to the Saturday afternoon matinee at the Imperial Theatre will be given. Manager DuBouque of the Imperial has arranged a good program for Saturday afternoon and you will enjoy the show. Remember, a ticket with every dollar purchase.

FEDERAL BLDG. IN YEAR 1916

Present Plans of Government Indicate Active Work on Federal Building Next Year

Dispatches from Washington indicate that the preliminary work, at least, on the Alliance federal building will begin in 1916. The public building bill, approved March 4, 1913, provided for 327 government buildings throughout the United States and possessions. The government architect says the completion of these buildings, of which the Alliance building is one, will be spread over five years, from January 1, 1915, to January 1, 1920.

\$1,000 has been set aside for the preliminary survey for the Alliance building. This means that the government expert will come to Alliance and make a topographical survey of the site. He will also examine the ground in order to determine the kind of foundation necessary for the building, and make other investigations that will have a bearing on the kind of building erected.

The appropriation program includes an appropriation of \$10,000 for the towns of Alliance, Aurora and Chadron in 1916. Falls City is the only Nebraska town where the federal building is being erected in 1915. The different towns are to be favored with work on their buildings according to the time at which the sites were purchased.

PAYS HIM TO ADVERTISE

J. P. Barger Says That Advertising in Alliance Herald Is Great Help in Business

J. P. Barger, the Alliance nursery man, who grows trees here, and who is making a success of tree culture in western Nebraska with the dynamite method, called at The Herald office Tuesday and said: "I want to tell you that the advertising I have been doing in The Herald is a big thing for my business. Your paper is read by nearly everybody and when I go to them to talk about trees and my methods, they are already familiar with my work and it isn't much trouble to get business. I certainly am satisfied with the results secured by my Herald advertising."

Meeting of Farm Directors

President Schill of the Box Butte County Farm Management Association has called a meeting of the board of directors to be held at the court house in Alliance on Wednesday, February 24, at 1 o'clock. This will be an important meeting, as the by-laws of the association will be adopted and the selection of a farm demonstrator will undoubtedly be made. Two applications for this position from experts will be considered, which must be acted on without delay. All directors are earnestly urged to be present at this time.

Baptist Sunday School

There will be a Washington birthday rally next Sunday morning at the Baptist Sunday school, when an effort will be made to break all previous records for attendance. A program will be given by the Juniors, consisting of choruses, solos and recitations. Talks will be given by Rev. Collins, state superintendent of Baptist Sunday schools, and by the pastor, Rev. Geo. E. Morphy. Everyone is invited to come and enjoy the morning.

Visited Glen Miller

J. A. Musson of Wenatchee, Washington, an old schoolmate of Glen Miller of Alliance, stopped over in this city Monday for a visit. The men spent much of their boyhood together in northwestern Iowa. Mr. Musson is an apple grower in Washington and was on his way home from Springfield, Illinois, where he had an apple exhibit.

Sailor Boy Here Again

Albert New, better known as "Peck" by his friends, who left Alliance seven years ago to join the United States navy, is in Alliance visiting friends. During his time with

the navy he saw many parts of the world and enjoyed many strange experiences. When the ships were sent to Vera Cruz, Mexico, last year he was on board the New York and was under fire when Vera Cruz was captured. "Peck" is rather reticent when talking for publication and has no desire to be a hero. We understand that he made a good, clean record that he can well be proud of.

Broomer Bill Passes House

H. R. No. 127 passed the house of representatives at Lincoln Tuesday by a vote of 60 to 27. This is the bill introduced by Representative Broome of Alliance which allows cities of 5,000 to 25,000 to levy a special tax not greater than five mills for a commercial and advertising fund, when submitted to popular vote and ratified. The bill will probably pass the state senate and become a law. This would allow Alliance to make a levy which would raise approximately \$2,500.

Snow Still Very Deep

L. J. Munger, ranchman, found out Tuesday and Wednesday what it means to travel through real deep snow. Tuesday he drove a wagon from Alliance to the home of Frank Bauer with a four-horse team. Wednesday morning it took him two hours to go three miles, the balance of the distance to his home. Ranchmen and farmers report that in many places the snow is above the knees of the horses and most of the traveling is done on horseback.

Warmer Weather Again

The heaviest snowfall in years reached Alliance last Friday night, when twenty-two inches of snow fell. There was very little wind and the snow did not drift badly, not blocking the railroads. Only a few days before, the first of the week, there had been a snowfall of twelve inches, making a total in a week of thirty-four inches snowfall. This is equivalent to about three inches of rain.

Alliance Man, now Separated from Wife and Under Restraining Order, Pleads Guilty

C. H. Rockey, father of Mrs. Hazel Rice, wife of Clifford Rice, states that he will push the case against Mr. Rice to the full extent of the law. Rice was arrested Sunday on a charge of assault and battery, preferred by County Attorney Baye. He was kept in jail until Monday morning, when he pleaded guilty to the charge and was fined \$15 and costs, which he paid.

Mr. Rockey states that Mr. and Mrs. Rice separated early in July, 1914, that Rice failed to support his wife and that she returned to the home of her parents. In January she brought action for divorce and secured a restraining order to keep Rice from interfering with her liberty, charging that he had acted roughly with her before.

Mrs. Rice has been working at a local store. On Saturday night her mother went down and accompanied her to a dance. Mrs. Rockey, her mother, went home early with her son, Carl. John Williams, a chum of Carl, offered to wait and accompany Mrs. Rice home. They left the dance hall at 10:15 and walked up Box Butte avenue to Sixth street, when they turned east, going along the north side of the street. Because of the snow they walked single file and as they passed the alley she was ahead when, it is alleged, Rice jumped at her, struck her several blows on the left side of the head, knocked her down and took several blows at her. Mrs. Rice was out of her mind following the attack and Rice took her to her home, after telling Williams that he would meet him at a downtown restaurant. He afterwards met Williams there and apologized for the attack.

At the trial Rice claimed that he and his uncle were going for a doctor. They saw Williams and his wife turning off from Box Butte avenue and he waited in the alley while his uncle went up the alley. He charged improper conduct between Williams and his wife. At the trial he was placed under a peace bond of \$100. It is intimated that action may be taken later under the restraining order for contempt of court.

Want 1916 T. P. A. Convention

Members of Post M. T. P. A., of Alliance, are going after the 1916 state convention for Alliance. The 1915 convention is to be held in April at Hastings. The local men are all in favor of getting the convention here next year if possible.

Died at Broken Bow

George Palmer, of Broken Bow, a brother of Fred Palmer of Alliance, died at that place last Thursday and was buried Saturday. Fred Palmer had been with him for some time before his death.

Bought Studebaker Auto

Wm. Enlow, of Mitchell, Nebr., purchased a seven-passenger Studebaker "Six" from Lowry & Henry on Tuesday. He is a wealthy Mitchell farmer and stockman.

SOUTH OMAHA BANK CHANGES

L. M. Lord Becomes President of Live Stock National Bank—McGrew Continues as Director

South Omaha, Feb. 15—Announcement has been made of the entrance into the South Omaha financial field by Morris & Company, packers, of Chicago, through their purchase of the McGrew interests in the Live Stock National Bank of South Omaha.

The changes were not a surprise to those closely connected with the bank's affairs, as it had been known for some time that Mr. McGrew was not in the best of health and wished to retire for an extended vacation. Mr. McGrew however continues with the bank as a director. Negotiations for the purchase of the stock by the packing concern have been pending for some time and without question the new interests bring strength and standing to the institution.

L. M. Lord remains with the bank, having been elected president. Mr. Lord has been cashier and the dominating factor in the business since its organization in 1907.

F. W. Thomas, who has been elected cashier, is a well known figure in the bank, having been assistant cashier since 1910. He is one of the younger financial men of Omaha and his many friends say that without question he will make good in his new position.

C. M. Macfarlane, treasurer of Morris & Company, Chicago, becomes a director; H. O. Edwards, manager of Swift & Company, South Omaha, remains on the board. All other members of the board remain the same.

Morris & Company, Chicago, are the largest individual owners of bank stock in that city. They control the Kansas City Stock Yards, the Drovers National Bank of that place and also have large investments in packing house and banking interests in all the western packing centers. Two years ago they took over the Omaha Packing Company's plant at South Omaha and it is an acquisition to Omaha to know that this financial power is extending its interests to the banking field in this city, which means a strengthening power for the Live Stock National Bank as well as the packing house and cattle interests of the northwest.

CONTEST CLOSES SATURDAY

Mrs. James W. Gaddis Won Prize Last Week—\$12 Fireless Cooker for This Week

The George D. Darling furniture store contest will close Saturday night. The big prize is a White sewing machine. For the largest gain made this week Mr. Darling is offering a \$12 fireless cooker.

Mrs. James W. Gaddis won the weekly prize for last week, a fine reception chair. Although a new contestant, she made a good showing. The standing Saturday night was as follows:

Mrs. Jas. W. Gaddis	34.548
Mrs. J. R. McKinney	28.200
Miss Mary Merk	27.228
Mrs. Geo. W. Duncan	12.455
Mrs. W. A. Wills	7.075
Mrs. Guy Martin	4.475
Mrs. Fred Vaughn	4.305
Mrs. A. D. Rodgers	3.655
Mrs. C. E. Bennett	3.375
Mrs. E. C. Whetstone	3.110
Mrs. A. Curry	2.745
Mrs. Jennie Martin	2.475
Mrs. Roy Burns	1.988
Mrs. R. E. Driscoll	1.900
Mrs. Zilpha Scott	1.825
Mrs. M. G. Wambaugh	1.000

WEALTHY OMAHA MAN HERE

G. E. Shukert, Fur Goods Manufacturer, Likes Condition of Western Nebraska at This Time

G. E. Shukert, wealthy Omaha manufacturer, who owns several large business blocks in that city, spent Wednesday morning, while in Alliance, calling on some of his customers. While here he visited The Herald office and remarked on the many wonderful changes being made in Alliance. Mr. Shukert takes a three weeks' trip through the west each year in the way of a vacation. He was in Alliance a year ago and was amazed to see the many new buildings that have been erected since here last time.

MARRIAGES

February 9. Lynn Reed and Bertha Hassenstab, by Judge Berry, at his office.

February 13. Chas. E. Davis and Emily Oldfield, by Judge Berry, at his office. Oscar Phome and Blanche Kendall, by Judge Berry, at his office.

February 15. Henry F. Ohde and Edith W. Selders, by Judge Berry, at Hotel Alliance.

February 16. Samuel J. Pitman and Margaret Wilcox, by Rev. N. G. Palmer, Hemingford.

Licenses have been issued to Conrad Marker of Chicago and Christian Rohrbach, who lives thirty miles west of Alliance; to James A. Dolan and Emma W. Sterkie; to Walter Anderson and Minnie E. King.

Ruth Leonard, teacher of piano; children a specialty. Prices reasonable. 918 Laramie. 11-15-5780