

TRYING TO DOWN SEAVEY

The Council Shows Its Hand in Opposition to Him.

TWO YEARS' LIFE IN OMAHA.

Every Policeman Must Have It—Bonds for the Commissioners—An Extraordinary Game of Base Ball.

City Council.

The council chamber was filled with expectantly interested spectators last evening, and all of the members were present.

Communications and petitions were presented and acted upon, as follows:

From the mayor, announcing the approval of ordinances; also announcing the appointment of John McDonald as keeper of Hanson park. Confirmed.

Also, the appointment of Henry Combs as garbage collector, and George Keral and Patrick Conley as watchmen of the Sixteenth street viaduct. Confirmed.

From the city attorney, an opinion upon the acceptance of the contract with the Omaha Horse Railway and Cable Company. Filed.

From the board of public works, estimate for the inspector's pay roll for May, \$1,066.75. Approved.

Also—Final estimate for curbing and guttering California street from Seventeenth to Twenty-second in favor of J. E. Riley, \$11,025.11. Approved.

Also—Street sweeping estimate for the first four weeks of May, in favor of Charles E. Fanning & Co., \$1,795.76. Approved.

Also—Contract with Fanning & Slaven for grading alley in block 23, Webster street, Twenty-third street to section line between Fifteenth and sixteenth streets, and Pierce street from Eighth to Tenth, Grades and grading.

From George W. Tillson, city engineer, appointing Alva J. Grover assistant engineer. Confirmed.

From John Jenkins—His official bond as boiler inspector. Approved.

From Engineer Tillson—Reporting that the only satisfactory way to make the change of the water main in the support streets would be to change the location of the Waring main sewer by directing it into the Chicago street sewer, at a cost of \$900. Approved.

Also—Recommending that the grade of Tenth and Castellar streets be lowered three feet, and at Tenth and Bancroft, six feet. Approved and filed.

Also—Official bond of George W. Tillson, city engineer, in the sum of \$50,000, with Lewis S. Reed, Gilbert M. Hitchcock and Clark Woodman as sureties. Approved.

From Meat and Milk Inspector Hickstein—Reporting condemnation of 3,080 pounds of meat, and thirty-five gallons of milk in May. On file.

From Gas Inspector Gilbert—It is with regret that I am compelled to communicate to your honorable body the loss of the Chicago street gas main, which has been turned over to him by his predecessor, and requesting that the council instruct the board as to disposition of the documents. City attorney.

Accompanying this was a resolution from Councilman Ford to the effect that unless the deeds be called for in 90 days they shall be returned to the city engineer. Same. Also referred to the city attorney.

From M. S. Lindsey, objecting to the proposed grade line from Leavenworth to Half Howard street. City engineer.

From F. C. Himebaugh, petitioning for improvement of the park by the construction of an embankment on the east line of the park, where the lowest elevation occurs, high and strong enough for a roadway, and holding back water to the extent that the same shall reach the pavilion and make a lake large enough for 100 row boats. He further petitions that the council consider ways and means whereby they may purchase several tracts of land for such purposes. Public property and buildings.

Petition of B. E. Betschener and Samuel B. Rose in relation to the extension of Twenty-first street. Streets and alleys.

Petitioning for extension of water mains on Nicholas street between Twelfth and Sixteenth streets. Fire and water works.

From Samuel G. Damon—Asking damages alleged to be caused by grading in front of his property. Claims.

From the Omaha & Southwestern Street Railway Company—Asking for official certificate of the grade of the extension upon a franchise to that company. City attorney.

From property owners on South Twentieth street—Asking for water mains. Fire and water works.

From property owners on Twenty-eighth street, from Farnam to Dodge—Asking for grading. Grades and grading.

Petition for a water main on Caldwell street. Fire and water works.

For establishment of grade on Twelfth street, between Bancroft and Blaine streets. City engineer.

Complaint against a cow stable at 111 and 115 North Twenty-fourth street as a nuisance. Police.

From Jehia R. Barnum—Complaining that his horse had been impounded, and subsequently sold to one Taylor, but no money therefor turned into the city, and asking for an investigation. Police.

From the First Baptist church—Asking for an extension of time for laying sidewalks. Grades and grading.

Petitioning for grading of Twenty-first street from Davenport to Nicholas. Grades and grading.

From Regan Bros. & Co.—Stating that they are unable to procure the paving contracts by reason of the curbing not being done by the contractors. Upon motion of Councilman Lee the communication was referred to the board of public works. Confirmed.

Petition for removal of the city dump from the foot of Jones street to the foot of Poppleton avenue. First ward election.

From City Engineer Tillson—Asking whether he should do work for the board of education. Grades and grading.

Petition of N. J. Smith in relation to the grade of Tenth, between Bancroft and Martha streets. Grades and grading.

Smith & Potter's bill of \$500 for rendering Exposition annex suitable for council, jail and offices. Allowed.

By Cheney—Ordering the street commissioner to remove the old curbing and guttering material on lots 6, 7 and 8, and to replace with new. Allowed.

By Kiebas—Instructing the street

commissioner to grade the approaches to Hamilton, Charles and Seward streets to Saunders street, and to regrade and lay sidewalks on Saunders street. Adopted.

By Leavelle—Instructing the street commissioner to do the necessary grading on Twenty-seventh, between Leavenworth and Marcy streets. Adopted.

By Ford—Instructing the board of public works to cause the Omaha Trolleyway & Cable company to open the crossing at Eleventh and Dodge streets. Adopted.

By Alexander—Notifying the person having the contract for sweeping the streets to not begin work until the time specified by the ordinance. Adopted. Referred to board of public works.

Also—Ordering the contractor in charge of grading of Leavenworth street and approaches to Park street to replace the sidewalk, and to make provision for a safe roadway at the intersection. Adopted.

By Hascall—Allowing the Lutheran church to occupy four feet of part of the sidewalk. Adopted.

By Boyd—Instructing the street commissioner to remove obstructions on Fourteenth street between Farnam and Howard streets. Confirmed.

By Kaspar—Instructing the city attorney to commence proceedings to compel the Union Pacific and B. & M. railway companies to carry out their contracts in regard to opening the sidewalks on Fourteenth and Seventeenth streets. Adopted.

By Kerstead—Instructing the committee on finance to request the county commissioners to have assessors for Douglas, Webster, Saratoga and Union street precincts to make out a complete list of the personal property in their precincts within the new boundaries of the city. Adopted.

By Lowry—Notifying the gas company to lay pipe across Farnam street at the corner of Twenty-ninth street to connect with the police alarm box. Adopted.

By Lowry—Instructing the street commissioner to cause the removal of the blocks Ten and Twelve, Kountze's third addition. Adopted.

By Cheney—Exempting from the pound law the territory lying between Twelfth and Fifteenth streets of the river. Referred to committee on police.

By Kerstead—Instructing the mayor to appoint a janitor for the city offices at \$30 monthly salary. Same reference.

By Mullanbraugh—Instructing the company to place a lamp in front of the chapel of the Latter day saints.

By Cousman—Prohibiting the throwing of manure on Grace street, east of Sherman avenue. Confirmed.

By Kaspar—Directing the gas company to locate two gas lamps at Nineteenth and Mason and Nineteenth and Pierce streets. Gas and electric light.

By Mullanbraugh—Instructing the company to withold \$50.00 from Morse Bridge company which is due to the Western Cornic works for work on the Eleventh street viaduct. City attorney.

By Bailey—Instructing the intersection of Fourteenth and Davenport streets to be paved with asphaltum. City attorney.

Also—Instructing the board of public works to insert in all future contracts by which the city engineer shall have joint supervision with the chairman of the board in all public works. Judiciary.

REPORTS OF COMMITTEES.

A large number of reports were made by committees, among which were the following: To authorize the police commission to order twenty-eight telephones for the use of the signal boxes to make the weight of bread sixteen ounces to the loaf.

THE CHIEF OF POLICE DISCUSSION.

The report of the committee on police, recommending the chief of police, W. J. Jones, was presented. A motion was made that it be adopted.

Mr. Hascall opposed the motion. He asserted that the police commission had been "born" in the city. They had no authority in his opinion, to act until rules and regulations should be adopted regarding the department under their jurisdiction. He quoted from the charter, which he claimed supported his position.

Mr. Alexander favored the motion. He stated that when the charter bill was signed by Governor Ames, it was an active law. No one would question Governor Thayer's power to appoint the commissioners. Nor could anyone question the right of the commission to go ahead and make regulations for the department for it.

He read from the charter the section relating to the powers and duties of the board. He said he heard no objection to the appointment of the chief of police, and he thought it was his right. He had it from members of the council that had another appointment had been made for chief of police, this opposition would never have arisen, and that the appointment would be a personal matter. This was purely a personal matter. He waived the floor for the purpose of obtaining the opinion of the city attorney.

When the city attorney had opportunity to present his opinion, however, Mr. Hascall again had the floor. He claimed that when the qualifications of persons to be appointed had been designated by ordinance, then and there the council had the board exercise its powers. He read from the charter what he deemed supported his position. He asserted that the board ought to act in unison with the chief of police, and that the council should be entirely advisory. The part which had been read by Mr. Alexander, in support of the action by the commission read in every instance: "The board shall, nevertheless, be subject to the approval of the governor, and the council shall have the right to remove the chief of police."

Which was quoted by Mr. Hascall was attached to a "may." Because the governor would not be controlled by certain influences of the appointment of this commission and because, later, the ordinance would not be controlled by the same, this opposition had been in the city and members of the council had become parties thereto. The governor had appointed gentlemen as commissioners and subsequently sold them out to the breath of criticism. They had proceeded, under competent legal advice, in the discharge of their duties. They had submitted a set of rules and regulations for adoption by the council, that they might have the effect of ordinances, which had been compiled from the regulations deemed most useful from experience in the cities of the east and west. They ought to be granted. The council instead of being opposed.

Mr. Hascall again obtained the floor and, after a few remarks, presented two ordinances which pertained to the subject under discussion, and the ordinance were then introduced. The one relating to the police department provides substantially as follows:

"There shall be a chief, two captains, four sergeants and sixty policemen. To receive an appointment for any of these offices the requisites are: Two years' residence in the city; legal electoral rights; under fifty years of age; five feet seven inches high; sobriety; courtesy; speeific knowledge of the English language, spoken and written; and good physical and moral characteristics. The chief of police shall give a bond for \$10,000; each of the captains and sergeants a bond for \$1,000. The captains shall receive \$100 per month each; the sergeants \$80, and the policemen \$75 for the first six months, and \$70 thereafter. The board of fire and police

shall be entitled to a clerk at \$75 per month.

The other ordinance makes it necessary that each member of the police and fire board shall give a bond for \$10,000.

It will be noticed that the two years residence is chiefly aimed at Chief Seavey, and that the bond of chief of police is put at \$10,000, a somewhat peculiar amount, but explainable when it is remembered that he has already given a bond for \$10,000.

These ordinances were read a first and a second time, and upon motion of Mr. Lee, referred to the committee on judiciary, despite the fact that Mr. Lee is a member of that committee, being associated with Mr. Hascall and Mr. Barnum. The committee stands two to one on the ordinance.

The appointment of St. A. D. Balfour as three years member of the board of public works was confirmed, 18 to 5; of C. E. Mayne as a two year member, 17 to 1; and of Louis Hemrod, for one year, 16 to 2.

The official bond of William Farnas, meat inspector, was approved.

SKINNING IT BACK.

Messrs. Lowry and Snyder, the majority of the committee on gas and electric light, presented a report in which they desired to recall the report of a week ago in favor of the Nebraska and Kansas gas and electric company ordinance, and offered a substitute ordinance, which favors the company named just as much but discriminates against the present company more. It was referred.

The council was still listening to the reports of committees and had not arrived at the really serious part of the evening's business when the clock pointed to 11:30 p. m. Adjournment was taken until to-night at 8 o'clock.

THE DAY WE PLAYED BASE BALL

Scribes and Pharisaical Advertising Agents Cross Hats.

The Omaha base ball grounds were the scene of a most exciting contest yesterday afternoon. Nine stony-hearted solicitors of advertisements and money came from the counting rooms of the newspapers in the city beguiled into cultivated, polished gentlemen who wield the Faber spher and evolve brilliant and amusing ideas from their observations, and during the afternoon of yesterday and then waxed the tar out of them.

The score was 25 to 11 when the bloody fray was concluded. The umpire was dead, but that was an expected incident. The game was particularly noticeable from the frequency and readiness with which the members of the journalistic nine changed positions.

During the progress of the contest only a well water was furnished to the players. This was a preconcerted arrangement with the chief of police. On the return to the city, however, the party stopped at the Columbia brewery of Storz & Her, and there several professional games were played. A palatable lunch and refreshing refreshments were tendered the ball-scared veterans and duly appreciated.

Another game is on the bills for a week hence, when Tanner will have secured a new pair of pants, Hunter brings the missing bat back, and Manning trains down to 250.

POLICE PICKINGS.

Mrs. Jones' Husband and Her Money Appear in Different Scenes.

Henry Hall, for obtaining her under false pretenses, is serving out a \$25 fine. Andrew Mannix and James Marshall, for assault are serving \$10 fines each.

Mrs. G. D. Jones was at the central station yesterday and wanted her husband arrested for leaving \$250 of her money out of the bank and keeping it.

Last night G. D. Jones was arrested for assaulting a man on Tenth street, and made a complaint, when he was locked up, of having had his pockets picked for \$30 in the Wilcox building. Ed. Sammon. Subsequently Sammon was arrested.

Dan Sweeney is in for beating his wife. Tom Johnson was arrested about 12 o'clock last night for taking \$17 which had been left in a barkeep's dust of a tent street by G. J. Jones, who had overheard the conversation, represented himself to be a partner of Jones. Mrs. Jones money is gradually materializing.

The Omaha and Yankton. Mr. J. D. Young, who represented himself to be a contractor for a railroad from here to Yankton in eighteen months, in the city of Yankton, and in the city of Yankton, who had overheard the conversation, represented himself to be a partner of Jones. Mrs. Jones money is gradually materializing.

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AMUSEMENTS.

Mrs. Langtry's Appearance Last Night at the Boyd.

Mrs. Langtry's appearance at the Boyd, last evening, was made in "A Wife Perils." The heroine, Lady Ormond, in no sense resembles Galatea, the character in which Mrs. Langtry made her initial appearance in this city. There is but one act in the piece, in which the audience has an opportunity to judge of the histrionic powers of the star. That is the third act, when the idiotic "friendship" of a tender, susceptible yet faithful wife has been misunderstood by the friend of her husband, to that degree that he feels at length encouraged to make a confession of his passion. The danger of her position becomes apparent and with the determination of a weak yet loving and lovable woman, Lady Ormond, spurns the advances of her lover, denounces his perfidy and is happily saved from further insult by the supposed arrival of her husband. In this scene Mrs. Langtry threw off the restraint under which she had labored, and the crowd, charmed by the advances of her deceitful friend were womanly and forcible, and not the least appreciated because they savored more of natural indignation than they did of mere dramatic effect. For without the lady was rewarded with a double recall. In the earlier acts the audience saw little of the heroine. When it saw her at all she appeared the innocent, yet fascinated victim of her lover's artful work. In the later acts she was seen in a more later saw unmasked. In the last act, her simulation of intense anguish left her indiscretion should be discovered by her husband, was acceptably done, though, at times, the actress was not without power which detracted from her work. Mrs. Langtry's power lies in her eyes. Her physical charms do not entrance upon the stage. But with her eyes she can move the hearts of some other person. Mrs. Langtry's toilets were universally admired, though they failed to inspire the rapture which previous announcements, coupled with the name of Worth, had excited. For the occasion she wore a dress of light green brocade velvet on train, with side panels, lengthened to meet the train, of gold encrusted embroidery, resting on pleated malines of the same color. The dress was trimmed with white satin. Mrs. Langtry appeared to greatest advantage.

The audience was so large that no vacant chair was to be had in the house.

Important Railroad Meeting.

CHICAGO, May 31.—A most important meeting of managers of northwestern railroads was held to-day. On its results hung the question as to whether or no there would be a bitter war. The Chicago, Burlington & Northern has been threatening for some time that it would cut rates to meet the competition of the other roads. It was in this Mrs. Langtry appeared to greatest advantage.

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