

THE BOODLE GANG REBUKED.

Judge Donne Upholds the Sovereign Will of the People.

THE DOWNFALL OF WE, US & CO.

P. Mullen, a Man En Route to Chicago, Takes His Own Life On Board a Train—Other Items of Local Interest.

A Rebuke to Boodlers.

Yesterday Judge Donne handed down his decision in the injunction suit of the Bee Publishing Company against the city of Omaha. His decision is considered as a complete denunciation of the unlawful tactics employed by the councilmanic firm of We, Us & Co. Judge Wakeley, who sat with Judge Donne on the bench during the hearing as an advisory, fully concurs in the decision.

The decision was most anxiously awaited by Hascall, Lee, Ford, and others of their class, and the long line of contractors who go hand in hand with the above-named city fathers. As soon as the reading of the document was concluded Hascall and Jim Creighton hastened from the court room to carry the news to friends. The full text of the opinion and the order are as follows:

THE OPINION.

The Bee Publishing Company vs. the city of Omaha et al., an application for temporary injunction.

In this case an application was made for a temporary injunction on the 15th day of February last, and the same was granted. The application was made by the Bee Publishing Company against the city of Omaha, the defendants, and the 18th day of February was fixed for the hearing, and on the morning of that day the hearing was held. The application was granted, and the hearing was postponed to the 15th day of March next. The application was granted, and the hearing was postponed to the 15th day of March next.

The application is based upon the following facts: In 1885 the city of Omaha, by its council, passed an ordinance...

The validity of this agreement as a binding one upon the school district, was called in question and argued with great force and ability in argument by the city attorney. But in our view of this case, this question is not before us.

After the agreement had been made between the city and the board of education, plans for the construction of the city hall building were invited and accepted by the board of education, and were adopted by the city council...

The law then in force providing for the incorporation of cities of the first class and regulating their affairs and powers, and which was amended by act of the legislature...

An ordinance was accordingly passed by the city council on the 15th day of October, 1885, providing for the construction of a city hall, and submitting the same to the electors of the city of Omaha for ratification.

The work was to be done under the direction and control of the board of public works, and was to be completed to the satisfaction and with the acceptance of the architect and the approval of the board of public works...

major and city council, work was commenced thereon within thirty days thereafter, as required by the terms of the contract, and was continued with varying degrees of diligence until finally abandoned by consent of both parties...

While the work was so progressing to-wit on the 10th day of April 1887, a proclamation was issued and published by the mayor, submitting to the electors of the city, the question whether bonds of \$200,000 to be called for the hall building should be used in paying the cost of the construction of a city hall for the use of the city and for no other purpose.

The work under the ordinance was not completed by July 1, 1887, as required by its terms, but continued through the summer and fall, and into November 1887, at which time the chairman of the board of public works in the exercise of the authority conferred upon him by the contract annulled the same and set the work at naught.

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voters, the present structure, so far as it has progressed, having been erected under the authority conferred by the electors and in conformity with their expressed wishes by the act of ratification of the ordinance, and the evidence shows that the structure, as far as it has progressed, is in substantial compliance with the Myers' plan and is sufficient for the purpose for which it was intended.

Notwithstanding the mayor and a few of the members of the city council have disclaimed any immediate intention to change the site for the city hall, or to destroy the present work upon the structure, there have been many significant acts by different members of the city council, some of which have been intended to prevent the completion of a municipal building, and to prevent the progress of the work thereon upon such location.

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Advertisement for N. B. Falconer's clothing store. Features: 31c Dress Calicos, 5c Gingham, 22c Dress Goods, 29c Tricots. Location: N. B. Falconer's.

Advertisement for N. B. Falconer's Grand Moving Sale. Text: On April 1st we will vacate the store room Nos. 1501 and 1503 Douglas, and move into our own store—next door. Before doing that we make a grand Moving Sale; we must sell at least one hundred thousand dollars worth before moving.

Advertisement for Dress Goods and Linen. Text: 40 pieces 38-inch all wool Dress Goods, 38 inches wide, regular price 75c, moving sale price 22c.

Advertisement for Colored Dress Goods. Text: 40 pieces pin striped all wool Dress Goods, 38 inches wide, regular price 75c, moving sale price 22c.

Advertisement for White Blankets. Text: 10-4 white Blankets at \$8c, regular price \$25.

Advertisement for Grey Blankets. Text: 10-4 grey Blankets at \$1.78, regular price \$2.50.

Advertisement for Ladies' Silk Vests. Text: Ladies' spun silk Vests, regular price \$3.50 and \$4, moving sale price \$2.50.

Advertisement for Gent's Furnishings. Text: 40 dozen men's fine laundried shirts, at 80c, worth \$1.25.

Advertisement for Health is Wealth! Text: Dr. E. C. West's Nerve and Brain Treatment. A guaranteed remedy for Hysteria, Dizziness, Nervous Prostration, etc.

Advertisement for Nebraska National Bank. Text: V. S. DEPOSITORY, OMAHA, NEB. Paid Up Capital, \$250,000 Surplus, \$50,000.

Advertisement for Steek Piano and Woodbridge S. Bro. Text: Remarkable for powerful sympathetic tone, pianissimo action and brilliant finish.