

The B.C.

Having fully decided on a series of departments that will eclipse all our former efforts in this direction, we expect to make such low prices that all doubts (should any exist) may be removed as to our store being the cheapest at which to make your purchases in Omaha, our stock being so large and departments so numerous we can afford to do business on a scale of profit that would seem ridiculously low to smaller stores. The magnitude of our business affords us facilities for purchasing goods in large lots and from first hands that are not enjoyed by any other retail house in Omaha.

S. P. MORSE & CO.

Therefore,

We ask you to read our advertisements through, knowing that you will be well repaid should you peruse them to the last line. Some items offered on these sales next week will be sure to be needed by you this spring, and the prices now are lower than can be had later on.

S. P. MORSE & CO.

More New Goods

Are being shown by us than by all the other retail stores in Omaha combined; our immense store, the largest in Omaha covering 24,816 square feet, is full of novelties from basement to third story.

S. P. MORSE & CO.

Carpet Department.

In Carpets we show patterns and designs that are superior to any shown elsewhere. Our Carpet Department occupies the whole of our third floor, 66x132 feet, and the assortment is the largest in Omaha.

S. P. MORSE & CO.

JUDGE DUNDY'S DECISION.

He Forbids Union Pacific Engineers to Boycott Burlington Cars.

BUT THEY CAN QUIT THE ROAD.

The Case Reviewed at Length and the Legal Relations of the Brotherhood to the Company Fully Explained.

The Injunction Case.

A court room full of legal luminaries, railroad officials and members of the brotherhood of engineers and firemen assembled yesterday afternoon to listen to the decision of Judge Dundy in the injunction asked for against the Union Pacific et al. Before reading the document the judge first said: "I don't want you to see the office I now hold."

"As to the matter now in hand I will say that I have been pressed for a decision and I have made one without as much research as under different circumstances I would have done."

He then proceeded to read his decision, which is in substance as follows:

This suit is brought for the purpose of compelling the Union Pacific railroad company, its officers, managers, agents and employees to discharge the duties enjoined on them by law, duties which they have refused to do, and which they owe alike to the public and the plaintiff in this suit.

It is stated in the bill that the plaintiff is a common carrier and is now engaged in interstate commerce, and is subject to the law of the United States that was recently passed to regulate this sort of traffic; that the Union Pacific railroad company was organized under a law of the United States, and is also a common carrier and engaged in interstate commerce; that the defendant railroad has refused to take and receive and transport over its lines at least a portion of plaintiff's cars, without just, reasonable or lawful cause or excuse therefor, thereby discriminating against the plaintiff in the operation of its road and the transportation of its business, in violation of law. That the two roads have facilities for interchanging freight and cars, and that the plaintiff is not afforded the same opportunities for moving its cars and transporting its freight as the defendant road similarly situated. The bill further shows that the other defendant cars, agents and employees of the defendant engaged in operating the road, some or all of them being locomotive engineers; that they have declined and still refuse to take and receive and transport over the defendant road at least a portion of plaintiff's cars without valid reason or lawful excuse, thereby discriminating against the plaintiff and its business, and solely because the cars so refused belong to the plaintiff in this suit. It is further alleged that the said defendants, with others, have combined, conspired and conspired together for the purpose of preventing the interchange of traffic between the said roads and especially to prevent the plaintiff's cars from being transported and hauled over any part of the Union Pacific system of roads, thereby violating the provisions of the interstate commerce law.

Some of these statements are denied by the answer to the bill, but I base my judgment mainly on propositions of law about which there is less dispute. Railroad companies as common carriers are subject to the same privileges and liabilities as individuals. Now whenever duties are imposed by reference to the condition and efficacy of the common law, so far as it relates to and bears upon the question under consideration, certainly there can be none with reference to

the condition and efficacy of the statute law of the United States, that must be applied in this particular case.

It was at one time claimed that the Union Pacific had discriminated against the Burlington of the road, and had refused to afford them proper facilities for transporting freight and persons from east to west. This claim was so persistently made that it led to the passage of an important law that has emanated from congress on the particular subject embraced in it. It was passed, it seems to me, to meet questions almost identical with the ones here under consideration, and in my judgment it does meet and provide for them most effectually. It is as follows: "Any officer or agent of the company authorized to construct the said road, or of any company engaged in operating either of said roads, who shall refuse to operate and use the road or telegraph under his contract, or which he is engaged in operating for all purposes of communication, travel and transportation, so far as the public and the government are concerned, as one continuous line, or shall refuse in such operation and use, to afford and secure to each of said roads equal advantages and facilities for so running, or shall refuse to do without any discrimination of any kind in favor of, or adverse to, the road or business of the said Burlington, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined in any sum not exceeding \$1,000, and may be imprisoned not less than six months."

To refuse to do things required by the law above quoted constitutes an offense against the United States, for which a person so refusing may be indicted in the federal court. If injury results from a failure or refusal of the Union Pacific railroad company, or either of the other roads named, to comply with the said law, the injured party has a remedy in damages for the wrongs done or injuries suffered. It will be observed that if the officers or agents engaged in operating the roads refuse to do certain things required of them by the law, they commit an offense against the United States, and that refusal may be severely punished, but if the roads named, or any one of them, neglect or refuse to do what is required of them, then an injured or aggrieved party may remedy the matter by recovery of damages for the wrongs done.

This, it seems to me, ought to satisfy the tastes and whims of the most fastidious objector, and to satisfy and convince every one that the Union Pacific railroad company is bound to receive freight and cars from the Chicago, Burlington & Quincy road when tendered, and to transport over its lines whenever the demands of the public and the necessities of commerce seem to require it, subject, of course, to such reasonable rules and regulations as may be necessary in the premises. The laws hereinbefore described are special in their nature, but they are general in their application to the Union Pacific railroad, and the several branches thereof.

But this is not all the law that affects the parties to this controversy. The interstate commerce law is deemed to be applicable to this controversy, and binds to its fullest extent both roads, the officers, agents, employees and servants thereof. Section 3 of that law requires every common carrier subject to the provisions thereof, according to their respective powers, to afford all reasonable, proper and equal facilities for the interchange of traffic between their respective lines, and prohibits discrimination in rates and charges between such lines. But this provision, it is submitted, imposes no new or additional obligations on either of these two roads.

The eighth section of the law provides a remedy for an injured party, which remedy may be sought against any common carrier subject to its provisions where "it shall do or cause to be done, or shall willingly suffer or permit to be done, any act prohibited or declared to be unlawful, or who shall refuse to take and receive, or shall refuse or fail to do any act, matter or thing in this act required to be done, or shall cause or willingly suffer or permit any act, matter, or thing so directed or required by this

S. P. MORSE & CO.

Silk Bargains

STRIPE AND CHECK FOULLARD SILKS. 39c

Monday morning we will offer a full assortment of colors in striped and check Foullard Silks, actual value 75c, our price 39c; nice for tux coats or wrappers.

Black Silks, 75c

20 pieces Givernaud Bros. 20-Inch warranted black silk, usual price \$1.00; on this sale next week for 75c.

Black Silks, \$1.00

10 pieces fine Cashmere finish black silks, a special lot made to our order on which the price has heretofore been \$1.50; our price on this sale \$1.00

Colored Faille Francaise, \$1.25

These are fully equal to any shown elsewhere for \$1.75 to \$2.00, being very fine and lustrous, and our price, \$1.25, is only for next week's sale; all new colors.

Mail Orders Filled. Satisfaction Guaranteed or Money Refunded.

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Dress Goods

150 Combination Suits, \$10.00.

Monday morning we will offer 150 latest style combination suits in a variety of newest colorings, worth \$20, for \$10 each.

Spring Shades Cashmeres, 15c, Slightly Damaged in Transit

These are worth 35c, are double width and a very great bargain, at 15c.

25c All Wood Plaids

Double width new spring colors; actual retail value 65c, our price for Monday only 25c.

Black Cashmere, 75c.

We imported these to sell for \$1.00 a yard; our customers can have them next week for 75c.

Mail Orders.

For anything advertised here will be filled on receipt of postal note, money order, bankers' draft or satisfactory references.

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MEN'S FURNISHING GOODS.

UNPAID DRIED SHIRTS 39c

Monday morning will offer 25 dozen only reinforced back and front linen bosom, genuine Dwight Anchor Muslin Shirts, worth 75c, for 39c.

Men's Kid Gloves 87c.

SILK EMBROIDERED BACKS.
For driving and street wear these are unequalled. We will continue the sale for Monday only at 87c a pair, actual value \$1.75 to \$2.

BEST BRITISH STRIPED SOX 25c.

We secured from Messrs. I. & R. Morley, Nottingham, England, 500 dozen of their odd lots of British Sox in fancy stripes. They are worth 40c a pair. Our price 25c; 6 pairs \$1.50.

NIGHT SHIRTS, 58c.

We have enough of these for Monday's sale. They are regularly sold for 75c. Have flat felled seams and made of good muslin.

S. P. MORSE & CO.

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Great Dress Goods Bargain

200 PIECES
ALL WOOL SPRING SUITINGS
Plaids, Checks, Mixtures, &c.

58c Per Yard.

One and half yards wide-Actual value \$1.25

We purchased these from Messrs. Barnes, Hutchinson and Pierce, a New York commission house who had loaned or advanced the manufacturer 80 cents a yard on them; he failed and they closed the lot to us. Remember, they are all wool, 1 1/2 yards wide. A large assortment of colors and patterns, worth \$1.25 to \$1.50. Our price 58c.

BEST STANDARD VICTORIA PRINTS LAWN, 30. 50c.

Monday morning we will offer 4,000 yards of the finest Calicoes made, all new spring styles, worth \$ 1-3c for 3c a yard.

CHECK NAINSOOKS, 16 Yards for \$1.

Monday morning at our new White Goods counter we will offer 1500 yards of fine check Nainsooks, worth 20 cents a yard, for 6 1-4 cents.

Scotch GINGHAM, 25c.

Another lot received yesterday. These are the very best made. Sold elsewhere for 35c. Our price 25c.

S. P. MORSE & CO.

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THOS. L. KIMBALL PROMOTED.

He is Made Acting General Manager of the Union Pacific.

WILL PROBABLY BE PERMANENT.

His Elevation to Be Head of the Road a Good Thing for Omaha-Cameron Appointed His Assistant.

Charles Francis Adams, president of the Union Pacific, yesterday issued the following order from his office at Boston:

"To Heads of Departments and All Connected: Until otherwise ordered, Mr. Thomas L. Kimball will assume the duties of general manager of this company, with headquarters at Omaha, Neb. Reports heretofore made to the general manager will be sent to him and his instructions obeyed accordingly. Mr. J. Cameron will act as assistant general manager. The acting general manager will report direct to the president of the company. This order will take effect from this date.

The order was not a surprise at the company headquarters, where it had been expected and hoped for ever since the death of Mr. Potter. Mr. Kimball's fitness for the position has been demonstrated. He has been practically the general manager of the road since Mr. Potter's illness. Among Omaha's citizens who have been informed of the promotion, the feeling is general that this city's interests will be in safe hands. In local railroad circles the general impression is that Mr. Kimball's appointment will be made permanent.

Thomas L. Kimball is a native of Maine, fifty-eight years old, received an academic education, taught school in New England until he was twenty-one, followed it up by engaging in the commercial express business for four years, moved westward in 1856, locating in northern Ohio, and finally settled in Cincinnati in 1859. There he did some newspaper writing and reporting and was in 1861-62 general manager of the Cincinnati newspaper company. Then for five years he was southwestern passenger agent and finally general western passenger agent of that line in Cincinnati. In March, 1871, Thomas A. Scott was elected president of the Union Pacific railway company and Mr. Kimball was appointed to the position of general passenger and ticket agent of the Union Pacific. Mr. Kimball came to Omaha and has ever since resided here. During this long period Mr. Kimball has remained with the Union Pacific throughout all changes of administration. For ten years he filled the office to which he was first appointed, general passenger and ticket agent. He was then promoted to be assistant general manager, which office he filled for four years. The next three years he was the general manager of the Union Pacific system. On September 1, 1887, he was appointed assistant to the first vice president, from which position he has just been promoted.

THE PHANTOM TRAIN.

Leadville Herald: My companion then spoke concerning our mission to this bleak and barren spot. "About twelve years ago," he said, "an old man by the name of Cernalus was the proprietor of a pack train, with which he attended to bring provisions and other commodities into that mining camp you see beneath you there. This was before the railroads entered the fastnesses of these mountains, and everything was brought by mule teams or by pack trains into the camp. The treasures which were found in the hills were carried out the same way. One time the old man Cernalus did not arrive in the camp on time. 'Twas in the winter—dew and the coldest one, too, ever experienced in these hills. The pack train party was sent out to find him and his



said plaintiff or its business. That some of the defendants, or in fact any persons, whether in the employ of the Union Pacific road or not, have any right to combine, confederate or conspire, and do act pursuant thereto for the purpose of hindering and delaying the moving of cars and freight of the plaintiff by the Union Pacific road or any other road, and for the purpose of obstructing the commerce of the country, and in that way greatly injuring the property and business of the plaintiff. And when that proposed or sought to be done or attempted by any unauthorized combination of persons they ought to be restrained from entering into the conspiracy, and from doing any act or thing in furtherance of the common design, or to effect the object of the conspiracy; and also from in any manner interfering with the business or property interests of the plaintiff, or otherwise injuriously affected.

There is no law, human or divine, so far as I know, to compel these defendants, or any one of them, to remain in the service of the defendant road against their will. They do not enter into any act or thing in furtherance of the common design, or to effect the object of the conspiracy; and also from in any manner interfering with the business or property interests of the plaintiff, or otherwise injuriously affected.

I know, to compel these defendants, or any one of them, to remain in the service of the defendant road against their will. They do not enter into any act or thing in furtherance of the common design, or to effect the object of the conspiracy; and also from in any manner interfering with the business or property interests of the plaintiff, or otherwise injuriously affected.

Cost of Manufacturing Brick.

OMAHA, March 17.—To the Editor of the BEE: In Tuesday's issue of your paper appears an article estimating the cost of manufacturing brick here, according to a manufacturer's view, which is much exaggerated. In behalf of other trades unions of the city and the public in general, the brick moulders, many of whom have had as much or more experience as the manufacturer referred to, desire to give a truthful statement through the columns of your valuable paper.

We do admit that there is a difference of time required to burn brick in different localities, the impediments arising from difference in clay, etc., but are not so great as has been cited in the article referred to. For instance, he asserts that brick can be burned in Kansas City or St. Louis in from three to four days. Now, to differ, neighbor, as it takes from six to eight days in Kansas City and from eight to ten in St. Louis. He claims that it requires from eleven to thirteen days here, but does not remind us that five or six of those days are consumed in clearing off the water smoke, which is a trifling thing compared to actual burning as it requires but one man and very little fuel. The only conclusion we can come to in regard to the generosity of the gas managers of Denver city furnishing coke free of cost is that they must have a nobler conception of what constitutes a legal and more honorable organization, and are perhaps endeavoring to draw the "brick trust" of Omaha.

He says the price of coal to manufacturers here runs as high as \$1.50 per ton, while we can prove very conclusively that it is laid down in their yards for \$1.15 per ton. If in other cities it can be procured cheaper brick-makers here should realize it as only a trifle compared to numerous advantages they enjoy over manufacturers in those other named places, viz: the ready market, high price at which it is sold, cheap labor and the enormous profit derived by the manufacturer. Taking his own words for it they receive from \$1.50 to \$1.60 per 1,000, making an average of \$1.25 per 1,000.

The amount of brick required to constitute a mouler and setter's day's work is one cubic yard in excess of that required at any other point in this country.

The following table is a liberal estimate of the cost of producing 1,000 bricks, as based upon the scale of wages for moulders and

For moulting—per 1,000 brick.....	\$.50
Setting and wheeling.....	.25
Put-in filling.....	.30
Tempering.....	.21
Overhauling.....	.43
Sand.....	.04
Horsepower.....	.17
For fuel.....	1.40

Total per 1,000.....\$1.44

Thus it may be seen that 1,000 brick, for which the purchaser pays \$10.25, are produced at the cost of \$1.44, leaving the manufacturer a profit of \$8.81. Apply this to an industry having a capacity of 60,000 brick a day, as many in the city have, the daily profit would be \$528.60, covering a period of six months; allowing twenty days for a working month, the monthly profit would be \$7,824, making a total annual profit for the season of \$43,992. And still this gentleman regrets having ever gone into the business of brick making; however, we would advise him not to become disgusted with the city as there is a fine class of people living here and should Providence place a man as capable as he, he would be necessary to change the vocation which causes him so much solicitude for the humbler though no less honorable one of brick moulting and setting, or he would be pleased to have such an experienced man among us and endeavor to secure for him usual wages, besides the circumstances might enable him to see the justice in the organized effort of those who produce the wealth to procure just remuneration for their labor.

Below is a scale of wages as exists in the following named cities, where 5,000 constitutes a moulder's day's work and 15,000 a setter's: Kansas City, setting, \$1.50; moulting, \$3.00. Denver city, setting, \$1.50; moulting, \$3.50. St. Louis, for moulting 3,000 brick, \$2.25. Indianapolis, Ind., for moulting 3,000, \$2.00; for setting, \$3.25. Cheyenne, moulting, \$1.00; setting, \$3.50. Chicago, moulting 7,500 slap brick, \$3.25; setting, from \$1.50 to \$1.00.

To conclude it seems there has been something found in the city of Omaha, has also been extensively advertised, and until such time as a scaling process would be introduced by the brick manufacturers here, the consideration being that he exercises meager facilities in trying to obstruct the progress of getting citizens who are endeavoring to ameliorate their condition in a lawful and commendable manner. Whether he would prefer to persist under the assistance of some arbitrary Lord Collins, or cherish those attributes of justice which should always exist between man and man, can be best judged by the city governing his conduct in dealing with our union.

He has made a futile attempt through the press to convey the idea that their terms were not published, a card purporting to be one received from our secretary. Had he shown to his friends our original proposition to be construed, he would have reflected more credit on their intelligence.

A UNION BRICKMOLDER.

The people of Gilbert Island are not particular about having any walls to their dwellings. If a native has a floor covered with mats and a roof supported by four posts it is all the shelter he wants. The roofing is lashed together and held in place by poles from coconut palm saplings, the use of nails being unknown. Each village has a council house—a magnificent structure, according to their ideas—built in the same style as the dwellings, but much larger, some of them being over one hundred feet long and from sixty to seventy feet wide. Here the old men meet daily to hear and decide all the complaints and to frame ordinances for the government of the community. If these decisions and ordinances happen to meet with the approval of a majority of those interested they are adopted. If they don't, another lot are promulgated the next day, and so on until the matter is settled or dropped.

At Lebanon, Ky., a man named Godkin fired a shot with a repeating rifle at a muskrat swimming in the water. The muskrat was not hit but the bullet struck the water, glanced upward, then flew across the pond and killed a young negro who was watching the sport.