THEY WILL ALL COME IN.

Iowa Lines Desire to Enter Omaha Under Reasonable Conditions.

MR. KIMBALL'S COMMUNICATION

He Regards the Action of the Railroad Companies Relative to the Union Depot as in Good Faith.

Kimball's Communication.

The appended communication relative to the union depot for this city was forwarded to the mayor and city council last evening by Mr. Thomas L. Kimball, general manager of the Union Pacific. Mr. Kimball incorporates in his letter replies received from the Iowa lines relative to their entering the union depot, either on a rental or fixed charge based on interest on the money invested. The following is the letter:

OMAHA, August 6, 1889.—To the Mayor and City Council of Omaha. Gentlemen: I have been asked by many prominent citizens to make a personal and unofficial statement to the council in further explanation of the projected Omaha union depot, with the facts, as I understand them, which have direct bearing on the matter of good faith between the Union Pacific company and this city and county, especially in respect to the transactions by which the bridge location was secured to this city.

In presenting a proposition recently to the council of this city for the building of an extensive and expensive union depot by the Union Pacific and Burlington companies, if the city would construct a first class viaduct to reach it, we supposed we were making a plain business proposition, which would be readily understood and promptly accepted, by which the city would get the benefit of an investment here of one-half to three-quarters of a million dollars in return for its outlay of $150,000, and at the same time secure to its citizens all the advantages resulting from the concentration of travel at a union station and passenger grounds which will be superior to any in the west; but we were mistaken. This simple proposition as been generally misunderstood or grossly misrepresented through some of the newspapers of Omaha and in gatherings of citizens, by parties who are willing to sacrifice the greater interests of the city at large to gain some private advantage for themselves.

If the plans and purposes of the companies in presenting this union depot project to the city would be candidly investigated and clearly understood by the people, no marplots or selfish schemers would be allowed to defeat their acceptance by an overwhelming vote. If the benefits of this improvement are lost to Omaha, the responsibility for the loss must rest with those who have deceived the people, and not with the Union Pacific or Burlington companies.

Our plans briefly stated are:

1. To organize a union passenger and freight depot company, to which the Union Pacific and Burlington companies can transfer the depot grounds necessary to accommodate the trains of all lines centering at Omaha or Council Bluffs.

2. To offer such lines the right to take a proprietory interest in the Union company on equal terms with the original incorporation or union an interest basis, if they prefer, and to share in the cost of maintenance and operation in proportion to the use made of the premises by each line.

3. To cause the building by such Union company of a new stone and brick passenger station, with necessary approaches, which will call for the immediate expenditure of about $500,000, with an ultimate outlay of probably half as much more. Plans for this improvement have been made and exhibited to the public and the cost estimated by one of the oldest and most thoroughly competent architects in the country. These figures have been carefully verified and approved by the chief engineer of the Union Pacific. The present train house is to be enlarged and materially improved, but the original cost is not included in the above estimate. This is one of the best structures of its kind in the west and it is the only kind of shelter for passenger trains suitable for any section where snows and cold winds prevail as they do here.

4. To ask of the city the construction of a first-class viaduct from the south line of Jackson street to the north line of Mason street, not less than sixty feet wide and so substantially built as to admit of vehicles passing with safety at full speed. If there are legal obstacles to the city's assuming the entire cost of construction, we make the alternative proposition that if the city will appropriate $150,000, secure necessary right of way and become responsible for abutting damages, the Union Depot company or the railway companies will construct the viaduct.

5. To ask the city to release to the Union Depot company its reversionary interest in the property covered by the Saunders deeds, so that the Union Depot company may have such title to the realty as will warrant the large expenditures contemplated for improvements on the same. We have asked other railways to join in the ownership of these premises, but have no faith in their doing so, or of any capitalist investing in the securities of the depot company so long as there is danger of the Union Pacific invalidating its title to the property by the act of conveying it to another company. We ask also that so much of the property to be used by the Union depot company as was omitted from the Saunders deeds, be conveyed as originally agreed.

If any member of the council or any citizen is in doubt as to the extent or character of the contemplated improvements, he can satisfy himself by communicating with the architects, Van Brunt & Howe, or by personally conferring with Chief Engineer Bogue. From a table prepared by the latter from official data it appears that the Omaha union depot promises will compare favorably with those of Minneapolis, St. Paul, Canal street, Chicago, Dearborn street, Chicago, Detroit, Indianapolis, Kansas City and Denver.

Taking the yard accommodations proposed at Omaha for the number of trains or cars to arrive and depart daily at 100 per cent, for comparison with those at the points above named, it is found that Omaha is 52 per cent above the average. On the same basis of comparison the area of general waiting room shows that Omaha will be 30 per cent; the dining and lunch room, 53 per cent; baggage room area, 29 per cent above the average at those points; and the total areas in favor of the Omaha union depot will be 38 per cent.

On the 23d of July Vice President Holcomb addressed the following letter to the Northwestern, Rock Island, St. Paul and Wabash companies, and has received the following replies:

M. H. Hughitt, Esq., President Chicago & Northwestern Railway, Chicago, Ill.—Dear Sir: Referring to our conversation the last time I met you in Chicago, regarding the Chicago & Northwestern occupying a union depot at Omaha if one should be constructed, have to say the impression has become quite general in Omaha that the Chicago, Burlington & Quincy and Union Pacific are not proposing to construct a union depot that the Iowa lines will occupy. The situation is peculiar. A suitable depot cannot be constructed unless Tenth street is covered with a viaduct. To build a proper viaduct will cost over $200,000, and the Chicago, Burlington & Quincy and Union Pacific have asked the city of Omaha to donate $150,000 toward the union depot, for the reason that under existing laws they cannot appropriate the money for constructing a viaduct, but if they donate the money to the Union Pacific company and give them the necessary right of way free of cost for abutting damages for the viaduct, the railroads will construct one that will be first-class in every respect, sixty feet in width and strong enough to carry business rapidly. What seems to be necessary now is some written assurance from the Iowa lines that can be given to the public through the newspapers of Omaha that when this union depot is constructed as proposed they will occupy the same. I have talked considerably with the Chicago, Burlington & Quincy about this, and know that they feel anxious to have the Iowa lines come in, and are willing to invite them in, either on a basis or joint ownership, or on an annual rental. The Union Pacific can not proceed alone in this matter, for the reason that they have not sufficient ground. The Chicago, Burlington & Quincy are rather indifferent in regard to the construction of a union depot, and if the thing fails to go through now it is likely to be hung up for a long time to come.

With this explanation I shall feel obliged if you can consistently give me a letter that can be published, stating in general that your company stand ready to come in and avail themselves of the privileges of a union depot when the same is completed. Or, if you prefer to take an interest at once before the depot is constructed, there will be no difficulty in perfecting an arrangement of this kind.

Have written similar letters to Mr. Cable, Mr. Miller and to Mr. Hays of the Wabash railway. Would like as early reply as consistent, as the city council are deferring their action to enable us to get some evidence to them, and through them to the public, that the Iowa lines desire to come into a union depot at Omaha. Yours truly,

W. H. HOLCOMB.

CHICAGO, July 26, 1889.—W. H. Holcomb, Esq., Vice President Union Pacific Railway, Omaha, Neb.: Dear Sir—I am in receipt of your letter of the 23d inst relating to the project under consideration by your company and others for the construction of a new passenger station at Omaha. I am pleased to hear that this much needed improvement is being seriously considered. The management of the Chicago & Northwestern company favors running direct into Omaha all of its through passenger trains, and has only delayed doing so because of the lack of proper facilities at Omaha accessible to it. If such accommodations are created and opened to its use on reasonable terms, I do not think the company will hesitate to use them. Yours truly, M. HUGHITT,

President C. & N. W. Ry.

NEWCASTLE, N. H., July 31, 1889.—W. H. Holcomb, Omaha, Neb.: Our company will be glad to join in joint occupancy of your new union depot at Omaha when completed, on fair terms. R. R. CABLE,

President C. R. I. & P.

MILWAUKEE, Wis., July 26, 1889.—W. H. Holcomb, Esq., Vice President Union Pacific Railway, Omaha, Neb.: Dear Sir—I have your favor of the 23d inst. As I stated to you in Chicago, this company is desirous of using the proposed Union depot at Omaha, if a basis can be agreed upon which will not be burdensome. Of course, I can not definitely bind the company in the matter, but I would recommend to our board and have no doubt that they would approve the recommendation, that this company should become users jointly with the other companies, upon a basis something like this, namely:

1. We should assume our proper proportion of the cost of the same by way of a fixed rental equal to the interest on such proportion at not exceeding 5 per cent on the cost of the same. I say 5 per cent because I believe that any security issued for the construction of the Union depot, having back of it the contracts for use by the various companies, would be readily taken at a low rate of interest—possibly as low as 4 per cent.

2. That the maintenance and operation of the depot should be paid upon a wheelage basis, as is usual in similar cases.

3. That the operation of the depot should be under joint supervision, as is usual in such cases.

4. That the bridge toll which we should be obliged to pay in order to reach the depot should be fixed at a rate that we could afford to pay. It has hitherto been considerable of a burden. When used to enable other roads to reach the union depot the charge ought to be a nominal one—the extra expense is not applicable to the owners of the bridge. I have no doubt that we can agree on all these points.

Whenever you desire to do so and are in position to give a definite statement of the plans and cost, I am ready to agree with you upon terms of contract which I will recommend to our board, and I have no doubt that we can readily arrive at an agreement.

Yours truly, ROSWELL MILLER,

Pres't and Gen. Man. C. M. & St. P.

COUNCIL BLUFFS, Ia., August 3, 1889.—W. H. Holcomb, Esq., Vice President U. P. railway, Omaha, Neb.—Dear Sir: Answering your favor of July 30, this company is desirous of availing themselves of the privileges of the Omaha union depot when completed, provided satisfactory arrangements can be made. Yours truly, F. M. GAULT,

Gen. Man. O. & St. L. R. R.

Having in view the fact that a very large portion of the people of Omaha to-day have settled here within the past few years and have no personal knowledge of the circumstances connected with the location of the bridge and depot grounds in this city, I deem it advisable to submit to your honorable body from the records a brief synopsis of the facts. All the statements to which I shall call your attention are official, are capable of verification by any one, and can not be contradicted.

Turning to the record we find that the first important official action was the following:

On the 8th of January, 1868, the Omaha city council passed the following resolution:

"Be it resolved, etc., That the city of Omaha assume and bear the expense and cost of securing to the Union Pacific railroad company, free of cost, the right of way for a track from the bridge crossing of the Missouri river, known as line No. 2, or lower crossing (the present bridge site), to its intersection with the track of said company already built; and also for a track from the said crossing to the present machine shops and depot of said road; and also such grounds for depot purposes as may be deemed necessary by the chief engineer of said road, being about twelve acres, as shown on the maps in the engineer's office; and in case the upper Omaha crossing shall be adopted and the bridge located at or near that point, we pledge the like aid; and that the mayor may and is hereby directed to call an election for the purpose of deciding whether or not a loan shall be made by the city of a sum sufficient for that purpose."

This resolution was followed by a written guaranty of 150 citizens of Omaha, guaranteeing to the Union Pacific company the above rights of way and depot grounds, all as set forth in the resolution, with this additional proviso:

"This guaranty shall not be binding on us unless said bridge shall be permanently located on said crossing; but when so located and upon such location, this guaranty shall become operative and valid for the purposes hereinbefore mentioned."

The location of the bridge, therefore, at the point where it is located, was the only condition in any way appended to this donation of rights and lands.

At about this time the Union Pacific engineers decided that the site at Child's mill, about five miles below Omaha, was a more economical one for the proposed bridge than any point in Omaha by several hundred thousand dollars.

The committee of Douglas county citizens who went to New York to confer with the railroad company and to urge the location of the bridge at Omaha, rather than at Child's mill, signed the following agreement with the Union Pacific people:

"Memorandum of agreement between Thomas C. Durant and Sidney Dillon, on the part of the Union Pacific railroad company, and Enos Lowe, O. P. Hurford, Ezra Millard and A. Kountze, committee on the part of Douglas county, have this day agreed on the following terms touching the erection of a bridge over the Missouri river at Omaha:

"1. That $250,000 bonds are to be issued by Douglas county, to run twenty years, and bearing 7 per cent interest per annum, payable semi-annually at New York.

"2. Said bonds are to be delivered to the said railroad or bridge company from time to time as the construction of the bridge progresses.

"3. The interest of the bonds shall accrue to said bridge company only from the date of delivery.

"4. Proper trustee shall be appointed on the part of the railroad company and committee acting in behalf of Douglas county, who shall hold the bonds and make delivery of same in accordance with agreement."

In connection with the negotiations leading to this agreement, Governor Saunders, as chairman of the Douglas county committee, addressed the following letter to Colonel McComb, chairman of the railroad bridge committee:

ST. NICHOLAS HOTEL, NEW YORK, March 24, 1868.—Colonel H. S. McComb, Chairman of the Bridge Committee, Union Pacific Railroad Company: Sir—I have the honor to acknowledge the receipt of a copy of the resolutions passed by the committee on the location and construction of the Missouri river bridge 13th inst., and am instructed by the committee representing the interests of the city of Omaha to state that, your proposition being rather indefinite in not having named the amount it necessarily will require to make up the difference in the cost of the bridges at Childs' Mill and at Omaha, and in not naming the quantity of grounds necessarily required for depot grounds, etc., on the so-called Ainsworth route, and further in not naming the character of the bridge, whether a high one or a low one, it is somewhat difficult for them to determine the exact manner in which to make their reply.

Nevertheless, the committee being extremely anxious not only to procure the location and building of the bridge at Omaha, but also to show such spirit of liberality as shall make it both the interest and the pleasure of the company to locate and build it there, I am instructed by the committee to make a proposition both for a high and for a low bridge.

1. Then, our committee propose to furnish free of cost to the railroad company suitable depot grounds and the right-of-way on the Omaha side, whether they shall conclude to go out upon their present line or shall adopt the so-called Ainsworth route, said grounds to be the same as proposed by the citizens of Omaha in answer to your chief engineer in December last, or an equal amount of other lands are selected. Also to donate to the company the sum of $250,000 in bonds of the city of Omaha, or of the county of Douglas, in Nebraska, the interest to be payable semi-annually in the city of New York, and the coupons shall be at all times receivable for county and city taxes.

2. In case your company shall decide in favor of a low bridge at the point known as the Upper Omaha crossing, or in fact at any point opposite to the company's property in Omaha, where you will use your own grounds, thus relieving us from the purchase of depot grounds and right-of-way pledges upon the other route (estimated at $100,000) to donate to the company the sum of four hundred thousand dollars ($400,000), in city or county bonds as aforesaid.

In the opinion of our committee either one of the foregoing propositions, taken in connection with the property heretofore presented to the company by the city and by citizens of Omaha, as near as we can estimate the value, will fully meet the requirements of your proposition.

In reply to that portion of your proposition in regard to fixing a rate at which the company property in Douglas county should be taxed, would remark that it must be apparent to you and every member of your board, that such power does not exist with our committee. We, however, do assure you that in our opinion the people of Omaha will fully appreciate the great advantages extended to them by your company in locating the bridge to suit their wishes and interests, and that everything will be done by them that may favor an enterprise that brings to the city such vast benefits. Vefy Respectfully,

A. SAUNDERS,

Chairman Omaha Committee.

Afterwards the board of county commissioners voted a special election on the question of the county issuing these "bonds to the Union Pacific railroad company, to the amount of $25,000," with twenty-seven negative votes.

rate of interest, etc., as in the above memorandum, using the following words in the resolution:

"The object for issuing the said bonds being in consideration of the said Union Pacific railroad company establishing their permanent bridge crossing within the limits of Omaha, Douglas county, Nebraska, establishing also their passenger depot within the limits of said city."

Then the proclamation for this bond election contains these words:

"Shall the county of Douglas, for the purpose of securing the location, and aiding in the construction of a railroad bridge across the Missouri river, between the Union Pacific railroad and such other roads as may seek a connection therewith at Omaha city, contribute thereto in county bonds the sum of $250,000?"

This proclamation also provided that when $300,000 had been expended in the construction of the bridge, $100,000 in bonds should be delivered to the company; the same amount to be delivered when $600,000 had been expended, and the remaining $50,000 to be delivered when the bridge was completed.

At the election on July 13, 1868, the bonds carried with only twenty-seven negative votes.

On the 4th of March, 1871, the chief engineer, Mr. Sickels, certified to the county commissioners that $325,674.02 had been expended on the bridge and asked for the first installment of bonds due the company, but received neither bonds nor satisfactory reason for withholding them. When more than $600,000 had been expended and certified to the county board, September 16, 1871, Mr. Poppleton, general attorney of the company, made formal demand for the second installment of bonds due. He received no bonds, but the board kindly voted "to consult their attorney" and adjourned.

The county had voted its bonds to the railway company on no other conditions than those stated in the foregoing record, i. e., to secure the bridge and passenger depot in Omaha; the city had, for the same considerations, agreed to furnish the requisite right of way and depot grounds, or as Mr. Poppleton wrote Mr. Love, April 12, 1871, "Under the arrangement made by the company with the city of Omaha the depot grounds and right of way for the bridge were granted by the city free of costs to the company as an *absolute donation.*" The company had complied with its agreement and was rapidly bringing the bridge to completion at the close of 1871; but the city and county would neither deliver the bonds it had earned nor convey the right of way and depot grounds until the company would execute a new and wholly different agreement from that on which the aid was voted and the bridge constructed. This is the true history of the omnibus contract for January, 1872, which was loaded with a multitude of conditions never thought of by either party to the original contract. Omaha had the bridge—as it couldn't then be profitably moved to Bellevue—and also had the bonds and the lands. The company had in good faith put its money into the bridge; it was in straightened circumstances; needed the bonds and the grounds, and to obtain them had to "stand and deliver" the new contract.

In this connection it may be interesting to note that about the time this contract was made the following memorandum was filed with the company:

"This may certify that I, as trustee of the grounds for depot purposes and right of way in the city of Omaha, Nebraska, do hereby agree to and with the Union Pacific railway company as follows, towit:

"That I will within ninety days from this date deed to said company the land south of Pacific street in said city of Omaha, as mapped and platted, for purposes of standing cars, or other depot uses, unless within that time the city of Omaha shall furnish other property adjacent to the Union Pacific depot grounds, that shall be of equal value and advantage to the Union Pacific Railroad company as the above mentioned tract south of said Pacific street, such other property adjacent to the Union Pacific depot grounds to be satisfactory to the Union Pacific Railroad company." ALVIN SAUNDERS,

Trustee on the part of the city of Omaha, Neb.

NEW YORK, January 28, 1872.

The bonds were finally delivered in 1872-4, and a portion of the land conveyed; but afterwards the county instituted legal proceedings to enjoin the company from disposing of the bonds, and to compel their surrender for cancellation. The company is still without title to some of the donated lands.

The bridge was finished and opened to the public in March, 1872. Notwithstanding the manner in which this compulsory contract was obtained, every effort possible was made by the company to induce the Iowa roads to bring their trains over the bridge, in compliance with the provisions. We were met by a flat refusal, and the demand made to run our trains to and from the other side of the river. We declined to do this and had recourse to the bridge trains for service, the only alternative left, and maintained this from March, 1872, to the last of 1875, when we were compelled to abandon it and run our trains to and from Council Bluffs by mandate of the United States court.

In the opinion of the supreme court, delivered by Justice Strong, he says:

"The alternative writ as amended commanded the railroad company to operate the whole of its road from Council Bluffs westward (including that portion thereof between Council Bluffs and Omaha and constructed over and across their bridge spanning the Missouri river), as one continuous line for all purposes of communication, travel and transportation, and especially commanded them to start from Council Bluffs their regular through freight and passenger trains westward bound and to run their eastward bound trains of both descriptions through and over the said bridge to Council Bluffs under one uniform time schedule with the remainder of their road, and to desist and refrain from operating said last mentioned portion of said road as an independent and separate line, and from causing freight or passengers westward or eastward bound to be transferred at Omaha or to show cause why they do not obey the writ."

This of course carried with it the necessity to provide suitable passenger and freight facilities at the "transfer," and these were promptly demanded.

It should be noted that the contract of 1872 provided for the expenditure of at least $100,000 on certain designated grounds for headquarters building, depot, etc.

The company has fully complied, except in point of time, and final location of headquarters, by spending on the depot during 1873-4 and 5, $125,069.92; on lots 1 and 2 in block 231 for the abandoned headquarters building, during 1873-4, $25,174.41; and on its present headquarters, from 1875 to the present time, $150,356.48, as shown by the auditor's accounts. Expenditures for remodeling the interior of the building from 1883 to the present time, are not included in the above. The change of location was not sought or desired by the company. It was brought about by the active efforts of citizens and business men who protested against the point selected at Tenth and Mason streets, as too far away from the center of business for their convenience in dealing with the company's officials.

In conclusion I would respectfully suggest that the pending proposition be considered by you upon its merits, and acted on without unnecessary delay. In my judgment it involves interests of much greater importance to this city than to the companies making the proposition. THOS. L. KIMBALL.

Cushman's Menthol Inhaler, cures catarrh, headache, neuralgia, asthma, hay Fever. Trial free at your druggist. Price 50 cents.

SELDEN MURDER UNAVENGED.

The Perpetrator Adds Another Victim to His List.

A mysterious murder, in which an old-time citizen of Omaha was the victim, was recalled to mind recently by the receipt of private advices from Manville, Wyo., of the death of a woman of that place. Her name was Wilson, and she was the wife of a farmer near the village. After an illness of less than half an hour she died, and there were present in her case all the symptoms of acute poison. She was buried on the day of her death. Back of the bare announcement of her death is as thrilling a drama as was ever enacted in real life. This Wilson woman figured in the murder alluded to, and the opinion is not controverted that she was murdered by the man whose life she was once instrumental in saving.

Three years ago there lived in Omaha a man of seventy-two years of age, widely known and well-to-do — Mr. O. B. Selden. His home had been in Omaha since the spring of 1854. About three years ago his wife's health became very poor, and there seemed no remedy but the mountain air. So they started west, and stopping at Valentine, Neb., met a man named Sheffer. This man represented to Selden that he owned a valuable mica mine in Wyoming, but lacked capital to develope it. He was looking for a partner with money.

Selden was interested, and arranged to buy an interest in the property. So Sheffer went on west to the mine, and Selden sent $700 to him at Cheyenne. Shortly after he moved out to where the mine was located, and with Sheffer began to build the town of Manville.

Together, they worked to develop the mine, and, having some success, Mr. Selden returned to Omaha and sold a one-quarter interest to L. B. Williams and S. R. Johnson, well-known local capitalists. For this interest he received $4,000, being $2,000 cash down and $2,000 the notes of Mr. Johnson. Then he went west again and gave Sheffer $1,000.

The new firm of four, however, did not agree very well together, so Sheffer and Selden bought out Williams and Johnson, Selden paying the latter gentleman $1,600 of his own money, and with his partner agreeing to release Mr. Johnson from paying the notes. Selden took Sheffer's note for his half the cash payment, or $800.

This note was written hurriedly on a page of Mr. Selden's memorandum book, and in some way it occurred that no one, not even Selden's wife, knew of its existence.

Time passed, and the firm of Sheffer & Selden was still conducting the mine in the summer of 1887, Sheffer at the same time acting as postmaster of the place. The post-office and the office of the firm occupied the front half of the building in which Selden lived.

Late one Sunday evening, Selden sat with his gray-haired old wife in the front room back of the front office. His chair was drawn up next to the table and he was writing. His wife sat in another part of the room reading.

Suddenly a heavy rifle ball crashed through the window, and the old man fell forward upon the floor, dead. The concussion put out the lights and to that fact the old lady owed her life, for a second later another shot was fired, passing within a foot of her head. She ran outside screaming and called for Sheffer. He called back to her from the outside of the house. He told her not to enter the room where her husband lay, until he went to call the neighbors.

They were called, and the country searched for miles around, but no clue to the murderer could be found. A coroner's inquest was held, and though Sheffer was strongly suspected, there was no motive shown, and he was acquitted.

Selden's friends were not satisfied, however, and presented a charge of murder against Sheffer. Owing to the creation of new counties and the consequent disarrangement of court matters a trial was not reached until last May.

The prosecution presented a strong array of circumstantial evidence. Before the coroner's jury Sheffer had sworn that he had no gun, but a search of a small cave in his front yard revealed the presence of a shotgun. Then someone showed how the fatal bullet—a 52-calibre slug—must, had it been fired from a rifle, have gone through the body of the victim and beyond. But the slug did not penetrate his body, so it was evident that the ball was fired from a shotgun.

Selden's wife testified that she had, since the inquest, learned of the existence of the note written on a page of her husband's memorandum. The book, which lay under her husband's hand when he was shot, was missing for several days after the murder, and when finally found was in Sheffer's possession, three pages being torn out. On one of them was the note, a motive for Sheffer's crime and proof of his guilt. At that time, though, no one knew what had been written on the three missing pages.

One day Mrs. Selden ran across an entry in another memorandum of her husband, stating that on that day he had taken Sheffer's note for $800.

Where was the note? That was the question she asked herself, and searched everywhere to find it, but without success.

Within a little time after this discovery Mrs. Selden had a falling out with Sheffer, and they agreed to settle up their accounts and go out of business. While the accounting was in progress Mrs. Selden went to Sheffer, told him of the entry in her husband's memorandum, saying she guessed Sheffer had never given the note at all.

Her tone was angry and Sheffer angrily replied:

"Yes, I did; and I wrote it on a page of his memorandum."

Then it flashed in a second through Mrs. Selden's mind that here was the explanation of the missing leaves, the note, and what they had sought to find at the coroner's inquest, a motive prompting Sheffer to murder Selden.

At the trial, held last May at Manville, all these bits of circumstantial evidence alluded to above were brought up against the prisoner. Public sentiment ran high against him, and as usual in country towns it was mixed with a great deal of blind, unreasoning prejudice, so that everyone who knew anything of the case was expected to give Sheffer the worst of it. Among these was Mrs. Wilson.

Up to a short time previous to the trial she was relied upon as one of the state's strongest witnesses, having been at the Selden residence among the first after the murder, and conversant with facts then and some weeks later, and had freely expressed herself to various parties interested in the prosecution in substantial statements material to their success.

On the witness stand she demonstrated that she had been the willing tool of the defense, denying point blank her former statements, and telling a plausible story in Sheffer's interest, which, while it did not remove the almost unanimous conviction of his guilt, nor fail in public estimation to brand her with duplicity and perjury, yet from a legal standpoint served to clear him.

From that time until her death she was intimate in the Sheffer family. Perhaps she did not suspect that her knowledge of facts would prove her doom. To-day she is regarded simply as another victim for Sheffer's rapacity for murder. That he killed a partner for plunder in the Black Hills country some twelve or thirteen years ago he has openly boasted. That he murdered O. B. Selden in cold blood for plunder is the positive belief of of nine out of ten men conversant with the evidence in the case, and the murder may yet be proven against him as will be shown further on. And equally clear is it to the citizens of Manville that if he did not poison Mrs. Wilson, he at least instigated the crime, and there is a strong demand for a new and more searching investigation.

From Mr. D. J. Selden, of this city, brother of the murdered man, who was visited immediately on receipt of the news of Mrs. Wilson's death, a strange story, which has never before been printed in connection with the mystery of O. B. Selden, was learned.

One day, some months prior to the trial of Sheffer, a man stepped into Mr. Selden's office, and, introducing himself as Mr. Harris, of New York, stated that he wanted to see the brother of the man who was murdered out in Wyoming. The case, he said, had a peculiar interest for him, because of certain facts which he proceeded to relate.

His family, he said, were wealthy New Yorkers, and he was a morphine fiend. He had been educated at an eastern university, and was a practical druggist. He had wandered about in every part of the country, ashamed to return home, and every year the morphine habit took a stronger hold upon him. Finally he drifted to Omaha, and here fell in with a couple of cheap variety players who were engaged at the People's theatre. They, too, were morphine eaters, but were unable to get the drug. They supplied the money, and Harris, being a druggist, got the drug, thus cementing the friendship between the trio in the firmest possible manner.

One night, in a burst of confidence, Harris' friend, whose name was Brown, told him that he had a friend in Cheyenne who wanted a man put out of the way, and would pay $500 to have it done. Harris said he would do anything to get money, and Brown told him that they must go over to Council Bluffs next night and meet the Cheyenne man's agent, who would arrange terms and give Harris instructions. They met in a little saloon, which is now used as a feed store and made the bargain, though Harris affirmed that he never thought of killing any one. He had to have money for morphine, and this was an easy way to get it.

He went west to Cheyenne, met Brown's friend, who was a fellow named Parker, and was told that his job was at Manville, and his victim's name was Selden. The man who was to pay for the killing was a miner at Manville, and the motive for the deed was to satisfy an old fued. Harris went to Manville, saw Selden, and prompted by curiosity examined the ground and premises surrounding the house carefully. He stayed there a day or two and then left for the Black Hills country. He got money from home at Deadwood and went on east. While visiting at home he heard of the murder of Selden. He thought he knew who the murderer was, and declared unhesitatingly that during his stay in Manville he saw enough to convince him that Sheffer was the miner who was to pay for Selden's removal.

Having no occupation but traveling at random, he came west, and after a time reached Omaha and learned of the fact that D. J. Selden was a brother of the man he had once agreed to murder for money. Further, he said that while at Manville he brought about an acquaintance with Sheffer, and after he left the Wyoming village, a correspondence followed. In one of these letters from Sheffer—which, by the way, were written in a woman's hand—Harris was solicited to tell if there was not a poison by which a person could be killed and no trace remain in the stomach.

This story made a very deep impression upon Mr. Selden, and he arranged with Harris to be present at the trial. But when the time came neither Harris nor Brown could be found. The former was traced to Kansas City, but the attorney for the defense, Jacques, of Ottumwa, Ia., had met him first, and he had disappeared completely.

Brown was found to have gone to Denver from Omaha, but the trail was lost there, and the secrets they held were never brought to light. Perhaps, as a revival of the old feeling against Sheffer, consequent upon the death of Mrs. Wilson, a new effort to find these men may be made, and with better success.

Mr. Russell Myrick, of the firm of Myrick & Henderson, Fort Smith, Ark., says he wishes to add his testimony to the thousands which have already been given as to Swift's Specific. He says he derived the most signal benefit from its use to cure painful boils and sores resulting from impure blood.

Getting Points on Saloons.

In accordance with the action of the fire and police commission at its last meeting, Chief of Police Seavey has issued an order directing Sergeant Sigwart to investigate and report the names and location of all saloons in the city and the place of residence of the proprietors, the names and residences of the bondsmen, the names of all barkeepers and their residence, the number of wine rooms connected with each saloon, and the number of bottling establishments in the city, with their location and whether or not they pay city license; also the names of all parties who have sold their saloons and the name and residence of person to whom such transfer has been made, together with the name and residence of the bondsmen. Officer Graves has been detailed to act as roundsman.

The Sacred Heart academy, for day pupils, situated on St. Mary's avenue and Twenty-seventh streets, is an institution devoted to the moral and intellectual education of young girls. The course includes everything from a preparatory department to a finished classical education. Besides the ordinary academical course, music, painting, drawing and the languages are taught. French is included in the ordinary course.

Difference of religion is no obstacle to the receiving of pupils, provided they conform to the general regulation of the school. The scholastic term begins the first Tuesday of September. Classes commence at 9 a. m., and are dismissed at 3:30 p. m., an hour for recreation being allowed at noon.

The Leavenworth Times Rats.

LEAVENWORTH, August 6.—[Special Telegram to THE BEE.] — The Leavenworth Times office ceased to be a union office last evening. A force of non-union men are at work.

Killed His Wife and Suicided.

SAN FRANCISCO, August 6.—Yesterday John Carter, a guard at the San Quentin prison, shot and killed his wife and then suicided. Jealousy was the cause.

Constipation,

IF not remedied in season, is liable to become habitual and chronic. Drastic purgatives, by weakening the bowels, confirm, rather than cure, the evil. **Ayer's Pills,** being mild, effective, and strengthening in their action, are generally recommended by the faculty as the best of aperients.

"Having been subject, for years, to constipation, without being able to find much relief, I at last tried Ayer's Pills. I deem it both a duty and a pleasure to testify that I have derived great benefit from their use. For over two years past I have taken one of these pills every night before retiring. I would not willingly be without them."—G. W. Bowman, 26 East Main st., Carlisle, Pa.

"I have been taking Ayer's Pills and using them in my family since 1857, and cheerfully recommend them to all in need of a safe but effectual cathartic."—John M. Boggs, Louisville, Ky.

"For eight years I was afflicted with constipation, which at last became so bad that the doctors could do no more for me. Then I began to take Ayer's Pills, and soon the bowels recovered their natural and regular action, so that now I am in excellent health."—S. L. Loughbridge, Bryan, Texas.

"Having used Ayer's Pills, with good results, I fully indorse them for the purposes for which they are recommended."—T. Conners, M. D., Centre Bridge, Pa.

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For the cure of all DISORDERS OF THE STOMACH, LIVER, BOWELS, KIDNEYS, BLADDER, NERVOUS DISEASES, HEADACHE, CONSTIPATION COSTIVENESS, COMPLAINTS PECULIAR TO FEMALES, PAINS IN THE BACK, DRAGGING FEELINGS, &c., INDIGESTION, BILLIOUSNESS, FEVER, INFLAMATION OF THE BOWELS, PILES, and all derangement of the Internal Viscera.

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