

**THE OMAHA BEE**  
 COUNCIL BLUFFS.  
 OFFICE, NO. 12 PEARL ST.

Published by Carrier in any part of the City  
 H. W. TILTON, MANAGER

TELEPHONES:  
 Business Office, No. 11  
 Night Editor, No. 25

**MAJOR NOTICE.**  
 K. Y. P. Co.  
 Council Bluffs Lumber Co. coal.  
 The Danforth branch from a dance at  
 Hughes' hall on Wednesday night.

Marshal Shoderly of Stuart, Neb., was in  
 the city last night on official business in con-  
 nexion with a forged check.  
 The public schools commenced yesterday  
 after a two weeks' vacation. The attendance  
 was reported larger than at any time in the  
 case of the winter term last year.

In the superior court yesterday, the jury in  
 the case of John Peterson brought in a verdict giving the plaintiff  
 \$27.75. It being a trifling less than his claim for  
 rent.

A meeting of the officers of the driving park  
 association was held yesterday morning. Only a  
 small percentage of the stockholders  
 and officers were present, and no business  
 was transacted. The meeting was adjourned  
 until Thursday night.

The Stuart dramatic company opened a  
 week's engagement at DeHany's last night  
 before a crowded house. The play was "The  
 Iron Master," one of Kendall's old favorites,  
 and given before a Council Bluffs audience  
 for the first time. The company is a strong  
 one, and last night's performance was a  
 week of first class dramatic entertainment.

The friends of Emil Fiodich claim that he  
 is the victim of unjust police persecution,  
 and that the forfeiture of his bond on Satur-  
 day was very unjust. The case was called  
 at 8 o'clock, but he says he was unable to get  
 there at that hour on account of the danger-  
 ous illness of his wife whom he believed to  
 be in a dying condition at the time. He  
 reached the court room just as soon as he  
 could after having been taken to the hospital  
 and secured a continuance. The message was  
 not understood and when the hour passed the  
 court declared it closed. Mr. Fiodich claims  
 to be able to fully substantiate these facts  
 by good witnesses, and if he loses it is scarcely  
 probable that the attorney will press the suit  
 for the recovery of the bond.

The American District Telegraph Co. has  
 been reorganized and is now prepared to give  
 prompt service. Special attention to express  
 and parcel delivery.

Buy your coal and wood of C. B. Fuel Co.,  
 1520 Broadway, Telephone 136.

**Must Give Up the Home.**  
 Judge May yesterday rendered a decision  
 in the long drawn out Frayne case. It was  
 to the effect that the homestead, which  
 stands in Mrs. Frayne's name, was liable for  
 the judgment obtained some time ago against  
 J. J. Frayne in favor of the administrator of  
 his father's estate. The decision was based  
 on evidence showing that at least \$1,000  
 obtained by Frayne from the sale of notes  
 belonging to his father's estate was used in  
 the building of the house, which Mrs.  
 Frayne claims belongs to her. In the trial of  
 the case it was shown that Frayne went  
 south to attend his father's funeral and that  
 he took charge of the personal property, in-  
 cluding in which some notes at least \$1,000  
 and between \$1,700 and \$1,800, and that  
 he also made him \$1,000 and sent it by  
 express to Mrs. Frayne in Council Bluffs.  
 She called at the express office, received for  
 the money, and informed the agent that she  
 was going to deposit it in Oliver & Pusey's  
 bank. The bank failed and the money was  
 made on that date. The money was  
 checked out by Mrs. Frayne in pay-  
 ment for the construction of the house. A  
 little time after Mrs. Frayne deeded her  
 property to his wife. She was the chain of  
 evidence by which the plaintiff sought to es-  
 tablish the fact that the property belonging to  
 the estate went into this house.

The defense made by Frayne was peculiar.  
 He claimed that the package of money sent  
 by express was taken from him by his wife  
 on his return from the south, and that she  
 took it to Omaha, where in Robinson's saloon  
 he received \$1,000. The money was then  
 sent by express to Mrs. Frayne in Council  
 Bluffs for certain debts, and was used for the  
 interests of the estate. There were witnesses  
 who swore that they saw him have the \$1,000  
 in currency, and who saw it go into Robinson's  
 saloon. Frayne claimed that the \$1,000 was  
 deposited in the bank was not the same \$1,000  
 which she received from him. He also claimed  
 that another bunch of money which he had  
 saved from her earnings during the long time  
 she was absent was taken from him by her  
 husband, and finally conspired to put the money  
 in the bank, it being a mere coincidence that  
 the express failed. Frayne claimed that he  
 owned the house, and that he had the right to  
 the property was paramount to any claim against  
 his husband.

The decision discredits the coincidence, and  
 the judgment against Frayne, and the property,  
 unless set aside by a decision ob-  
 tained on appeal.

Horse blankets and lap robes at cost at  
 Theo. Beckman's, 227 Main street.

For Sale—415 acres, one mile from market;  
 finest grain or stock farm in Pottawatomie  
 county, Very cheap. Most of ground has been  
 in pasture and some of it in corn. For  
 particulars see Ohio Knox, 9 Main street,  
 Council Bluffs, Ia.

The Boston store, Council Bluffs, is showing  
 special value in blankets and comforters  
 for this week.

**In Trouble With His Wife.**  
 Mrs. Angelina North filed an information  
 yesterday afternoon in the police court charg-  
 ing her husband, Dan, with making numerous  
 threats against her life, and asked to have  
 him arrested without delay. The woman told  
 a story that showed long and continued abuse  
 on the part of her husband, and great fear,  
 "bearing and wifely devotion" on her part.  
 She had reason to believe that her life was  
 in danger. In her information she alleges  
 that he endeavored to throw her out of a sec-  
 ond story window yesterday morning and  
 abused her in other ways until she was com-  
 promised that her safety laid in having him  
 promptly locked up.

A woman named and a few moments  
 later Daniel was in the den and his wife  
 was willing to return home, which she had  
 not visited since he had attempted to throw  
 her out of the window on the previous day. She  
 would have a hearing before Judge McGee this  
 morning.

The most complete line of blankets and  
 comforters, hosiery and underwear in the  
 city is at the Boston Store, where good goods,  
 low prices, cash and ton prices are all in their  
 rule. Boston Store, Council Bluffs.

**Held to the Grand Jury.**  
 The inquest on Justice Barnett  
 yesterday before retiring from office was to  
 announce his decision in the case of the state  
 against D. L. Wilson, charged with assault-  
 ing A. W. Turner with a singletree with in-  
 tent to kill him during an altercation that  
 occurred last summer on the Cofie farm, south  
 of the city. The evidence was clear that  
 the state struck Wilson with a weapon capable  
 of causing his death, but that the doctor  
 by a number of his neighbors, and his case  
 lacked many of the essential elements to sus-  
 tain a charge of murder. The grand jury  
 in view of these facts jury for assault with in-  
 tent to do great bodily injury. His bond was  
 fixed at \$2,000, which was given, and Wilson  
 returned home.

Wilson intimates that he will ask the grand  
 jury to indict Turner for making threats to  
 kill him.

Special prices on ladies and gents under-  
 wear this week at the Boston Store, Council  
 Bluffs.

First-class fresh candy made for the holi-  
 day trade, T. A. C. Dempsey's, 105 Main st.

**THE NEWS IN THE BLUFFS.**

The New Justices of the Peace Inaugurated  
 and Their Offices Selected.  
 SHORTER DISTRICT COURT HOURS.  
 Judge Walter J. Smith's Inaugural  
 Works an Important Change—  
 Frayne Must Give Up His  
 Home—Council Matters.

There was more commotion in the offices of  
 the justices of the peace yesterday than there  
 has been for any time during the past year.

The commotion was not caused by a rush of  
 legal business, for it was a phenomenally dull  
 day, but by the stepping out of the old and  
 the stepping in of the new. Yesterday was  
 the first Monday in the new year, and was  
 the time fixed by law when the officers elected  
 at the last election should qualify and be in-  
 stalled in office.

The election made a clean sweep of the justices, not  
 one of the former officers being re-elected,  
 and for the first time in many years the spe-  
 cial case of an entire change in the personnel of  
 the offices was presented. The change in-  
 cluded the constablies as well as justices with  
 the exception of Constable Foreman, who  
 alone was honored with a second term.

What was the transformation from the chrysalis  
 state of plain citizenship into fully developed  
 judges was accomplished so quickly and  
 smoothly that it has attracted much notice.  
 Nick Schurz and H. L. Hendricks found  
 themselves without titles, and C. A. Ham-  
 mer, W. A. Patton and W. W. Cones discov-  
 ered their shoulders to be weighted by the  
 judicial burden and seven more voters added  
 to the roll of the court.

The utmost good feeling reigned throughout  
 the transfer, and each of the justices spent the  
 remainder of the afternoon in initiating the  
 new members of the court.

Barnett will remain in the office with Justice  
 Hammer for a week, to close up his un-  
 finished business and bring his docket up to  
 date, and the other retiring justices will do  
 the same thing.

Bargains in blankets and comforters at the  
 Boston store, Council Bluffs, this week.

Why pay \$1.50 when you can get just as  
 good a bed at the Scott house for \$1.00!

The best the best in the country is to be  
 found at the Boston Store, Council Bluffs,  
 either in gent's hat hose, in wool or cotton,  
 in ladies' all wool or cotton, in misses all  
 wool or cotton. Boston Store, Council Bluffs.

J. C. Bixby, steam heating, sanitary engi-  
 neer, 222 Mo steam block, Council Bluffs.

**Council Matters.**  
 The meeting of the city council last evening  
 was attended by a larger audience than  
 generally gather to listen to the discussions  
 of the aldermen. The cause of the unusual  
 outpouring was the action of the electric  
 company of asking to have the paving  
 between its tracks on streets paved for  
 the tracks were laid, and the generally  
 accredited rumor that the proposed improve-  
 ments upon the old levee were for the benefit  
 of the company rather than for the people  
 whose property was expected to be protected.

Among the audience there was a large  
 party of electric tax payers on Main,  
 Pearl street and Broadway, who came out  
 for the purpose of protesting against any-  
 thing the motor people were there to ask for.

The interested citizens had pretty gener-  
 ally expressed their objections to the paving  
 and strengthening the old levee, and be-  
 lieved they had discovered a scheme of the  
 motor company, or people intimately con-  
 nected with it, to have the money for  
 the expense of the tax payers which would  
 be chiefly useful to the promoters. Each citi-  
 zen who had been secured with notice of the  
 corporation's intention by the mayor or  
 the company's attorneys in the suit brought  
 by the city to compel the payment of the  
 paving tax, felt a keen interest in the con-  
 venting the council letting the contracts for  
 the work, and were there to protest as one  
 man against the work.

The first hour of the council's session was  
 taken up with the report of the city officers,  
 standing committees and reading and allow-  
 ing the committee to make the annual re-  
 port in favor of discontinuing the street  
 lamps for the remainder of the winter season.  
 Petitions for a number of additional electric  
 lights were reported, and a special order  
 of two lights on street intersections on  
 the bottom.

The back and express ordinance, which has  
 become an absolute nuisance, was taken up  
 and passed.

The report of the trustees of the free pub-  
 lic school board was read, and a large ex-  
 pense of \$8,094.34, and a total of \$37,000  
 in the month of December 31, an increase  
 of 4 1/2 per cent over last year.

The report of the city engineer was then  
 called up by Alderman Kuehler and the dis-  
 coveries were made that the minutes  
 showed that a Keneshaw motion at  
 the last meeting declaring the street  
 of the contract for widening the old levee  
 to the lowest bidder had been carried. This  
 bid was \$100,000, and the contract was also  
 awarded to the lowest bidder.

The levee committee was then called up  
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paving done by Contractor Moore, and \$1,000  
 of intersection sewer bonds. The assess-  
 ment of J. Larson was reduced from  
 \$400 to \$200.

The city marshal was ordered to remove  
 two houses on the corner of Thirteenth and  
 Seventh street which were standing in  
 the street.

The Chicago & Northwestern and Chicago,  
 Burlington & Quincy railroad companies  
 were instructed to lay crossings the full  
 width of the streets on Twenty-second and  
 First avenues.

J. A. Murphy allowed a rebate of \$45.00 on  
 last year's taxes on account of an erroneous  
 assessment.

The council then proceeded to the election  
 of three trustees for the public library for  
 the ensuing three years. The ballot showed  
 7 votes for J. F. McHenry, 1 for J. H.  
 Rohrer and 0 for J. D. Edmundson, and they  
 were declared elected.

Bids for paving the alley between Broad-  
 way and First avenue from Pearl to Eighth  
 street, Guancella & Hathaway were the low-  
 est bidders, offering to pave the alley with  
 granite blocks for \$2,230.50, and to lay  
 a sand foundation. The contract was awarded  
 them. The same character of paving on  
 Broadway and Main street cost \$3.40 per  
 square yard.

The council then adjourned until Monday  
 night.

Great success. Reliable goods. Bottom prices. A. C. B. Jacquemin & Co., No. 27 Main street

There was a meeting of the bar association  
 yesterday forenoon, and the fact that there  
 were very few absentees was a fair indica-  
 tion of the interest taken in the chief mat-  
 ter to be discussed. Council Bluffs has for  
 years had a custom which has been laid out  
 itself to the effect that court should not con-  
 vene until 10 o'clock in the morning, and  
 should adjourn at 5 in the afternoon, besides  
 having two hours noon recess. In most other  
 counties, if not all, the courts have been open-  
 ing at 9 o'clock in the morning, and some-  
 times a half hour earlier. An hour or so for  
 a noon recess is deemed sufficient and then  
 the afternoon session lasts until 6 o'clock.

The question of hours was brought up here  
 by a resolution to the effect that the old hours  
 should be observed, court opening at 10 o'clock  
 in the morning. An amendment was offered  
 that the court should open at 9 o'clock. This  
 amendment was defeated, and a motion that  
 much more earnest debate could be aroused  
 by such a question. The sentiment was soon  
 expressed that the court should open at 10  
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The court was held until 5 o'clock, and  
 the afternoon session lasted until 6 o'clock.  
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Mr. Hoar appeared surprised and asked  
 Mr. George whether he abandoned the floor.  
 Mr. George said he merely yielded to have  
 the floor.

Mr. Hoar tried to say something more, but  
 Mr. Gorman insisted that the question was  
 not debatable.

Mr. Hoar persisted, but Mr. Gorman  
 seemed resolved to allow no discussion of the  
 subject and insisted on his point of order,  
 and the debate was closed. Mr. Hoar's con-  
 sideration of a bill to regulate the contrac-  
 tion of the currency.

Mr. Hoar—What was that?  
 Mr. Gorman—I insist upon the point of  
 order, the majority of interest on the cur-  
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The Presiding Officer (Mr. Harris)—The  
 point is well taken.

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**ELECTIONS BILL DISPLACED.**  
 The Senate Takes Up the Bill to Provide  
 Against Currency Contraction.

The Senate took up the bill to provide  
 against currency contraction. The bill was  
 reported back by the committee on currency  
 and elections.

The committee on currency and elections  
 reported back the credentials of Frederick  
 T. Dubois as senator-elect from Idaho for  
 the term of six years beginning March  
 4 next with the statement that

It is the usage of the senate to consider any  
 question that may arise on the credentials of  
 a senator at a session held during the term  
 for which the senator claims to be elected,  
 and not before. The committee therefore  
 recommended that Dubois' credentials be  
 placed on file, and it was so ordered.

The credentials of Shoup and McConnell, sen-  
 ator-elect from Idaho, were reported back  
 with the recommendation that McConnell be  
 sworn in, Shoup having already taken his  
 oath. The bill was then referred to the com-  
 mittee on currency and elections.

Thereupon the senate at 12:30 went into  
 executive session on motion of Mr. Sherman,  
 who said it was important to have such ses-  
 sions immediately.

When the doors were reopened the elec-  
 tions bill was taken up. Mr. George read-  
 ing the floor to continue his speech, com-  
 menced last Wednesday.

Mr. Stewart moved to take up the senate  
 bill to provide against contracting the cur-  
 rency.

Mr. George said he would yield for that  
 question.

Mr. Hoar appeared surprised and asked  
 Mr. George whether he abandoned the floor.  
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