

CHARGED WITH CONTEMPT. Yesterday's Developments in the Union Pacific-Milwaukee War.

THE CONTEST IN THE LOCAL COURTS.

General Manager Resseguie's Retirement—Gould and Director Plummer—Meek's Mexican Mission—Railroad News.

The United States court room presented an active appearance yesterday. There was a brilliant array of local talent interested in the estimated income of the Milwaukee franchise against the Union Pacific. On the side of the Milwaukee were Messrs. Poppleton, Woolworth and Montgomery of this city, who were leading counsel, and beside them sat John T. Fish, the general solicitor of the Milwaukee; John W. Carey, general solicitor of the same road with headquarters at Milwaukee; M. E. Low, general solicitor of the Rock Island road, and several of the lesser lights from the law departments of both roads. On the Union Pacific side of the table sat Hon. John M. Thurston and Halley P. Wargner, the general attorney for the Missouri Pacific. The latter insisted, however, that he only came to look on.

A critical case was set on the docket, and occupied the time of the court until about five minutes before the hour for the noon adjournment. In that five minutes Mr. Montgomery called the attention of the court to an affidavit filed yesterday in which an official of the Milwaukee had sworn that he had agents for that road had sought each day to cross the river in accordance with the terms of the contract with the Union Pacific, and had been prevented by the agents of the latter. Mr. Montgomery argued that the officials of the Union Pacific were in contempt of the order of the court because the transferring of the case to the latter court also transferred the restraining order of the lower court, which thereby remained in force in the Milwaukee unless an order issued by the United States court.

An adjournment was taken until 2 o'clock before any further argument was had on this point. When the court met in the afternoon Mr. Fish, for the Milwaukee, asked that an order be attached to the Union Pacific officials for contempt issued. Mr. Thurston, for the Union Pacific, claimed that no order had been issued by the federal court and that the violation of the order of the lower court should not be considered by the federal court. Judge Dundy refused to issue an order without a hearing of the case, and the matter was set for the following day.

Mr. Poppleton opened the argument and outlined to the court the contract between the Milwaukee and the Union Pacific roads, and the terms of the contract. He showed that the signing of the contract by the proper officials was admitted, which, he claimed, divested the Milwaukee of all right to claim that the contract was invalid.

Referring further to the answer of the Union Pacific, Mr. Poppleton read that the Union Pacific had agreed to enter into the contract, and that the contract had never been properly ratified. He argued that the executive committee of the Milwaukee had authorized the execution of the contract, and he charged that every act of the executive committee was in violation of the general and sweeping sanction of the board of directors, irrespective of the character of those acts.

Reading further, Mr. Poppleton called the attention of the court to the fact that the Union Pacific repudiated the contract with the Rock Island road, alleging that the carrying out of these contracts would interfere with the proper operation of the road.

Another clause in the reply was read, in which it was stated that the government directors had never ratified the contract, and that this was the only way in which the contract was being illegal. Mr. Poppleton held that the Union Pacific road was an independent party and capable of making contracts without the necessity of the approval of the United States through its representatives in the director.

He held that no attempt had been made to ratify the contract, and that the contract had been repudiated by the Milwaukee. He argued that the Milwaukee had taken to declare upon the validity of the contract without leave or license of the second party thereto.

Taking the contract between the two roads, Mr. Poppleton proceeded to analyze it. The defense, he said, claimed it was a lease. He argued that the Milwaukee had no right to run over the tracks between these points and the manufacturing districts of both cities, using its own motive power, in consideration of an annual rental of \$45,000, payable monthly.

Mr. Poppleton claimed that the contract was a fair one, for which the Union Pacific was to receive ample consideration. The statement had been made that the Milwaukee had received \$5,000,000 or \$6,000,000, and according to the contract the Milwaukee was to receive a rental equal to 5 or 6 per cent, which he considered ample.

He argued that the Milwaukee and Rock Island would have had no right to run over the tracks with the Union Pacific. Speaking of the contract between the Milwaukee and the Rock Island for the use of the Milwaukee facilities when the new depot should have been completed, Mr. Poppleton charged that, in view of the declaration that the contract was illegal, because the Milwaukee had no right to grant the use of its tracks and bridge to other roads, the Milwaukee was in violation of the contract.

Taking the statement that the agreement in question was that the Milwaukee and the Union Pacific had the right to arbitrate it, Mr. Poppleton proceeded to show that the agreement was some of the distinctive characteristics of a lease. The Union, which retained full control of the tracks, which the Milwaukee was allowed to run over; was bound to keep the road in repair and to provide the right to govern the operation of the latter's trains. The Union Pacific company did not abrogate one scintilla of its power in the contract, and it was in violation of the Milwaukee which brought Omaha with its passengers and freight without the knowledge of the exchange on the Iowa side.

Not a word in the contract, he argued, was in violation of the law, and the Milwaukee had no right to grant the use of its tracks and bridge to other roads, the Milwaukee was in violation of the contract. He claimed that the Milwaukee had the right to declare the contract illegal and void.

After quoting from numerous authorities to support his stand, Mr. Poppleton turned to the practice which is rapidly growing in this country of making the traffic of the country pass over the rails which now exist instead of covering the land with parallel roads at an outlay of millions of dollars. He charged that the present case was not a contest between an irresponsible and ruthless power, which was slowly reaching out its tentacles to oppress the weaker party, and the people. These people had, after long suffering, cried out for relief, with but little prospect of getting it.

Mr. Poppleton then read from the proceedings of the interstate commerce commission relating to the contract between the Union Pacific and Rock Island, giving the running privileges over the tracks of the former between Topeka and Kansas City. This commission found that the contract between these two roads was a lease, and the Union Pacific had in no way suffered in any way from this contract, but that the business of the country had been improved by the necessity for the construction of parallel lines.

After quoting from numerous authorities to show the right of the Union Pacific to legally make such contracts as the one in question, Mr. Poppleton proceeded to show the effect of the state law upon the question. He quoted from the Nebraska statutes an act giving roads in existence before the passage of the act authority to make contracts for the use of their tracks, which he claimed that act had a bearing on the question. He quoted also from the act of congress

February, 1871, giving the Union Pacific power to bridge the river, and outlining the power and duties of the company in its control over the bridge. He held that the company was required to allow other roads to cross the bridge at a reasonable compensation, and that the Milwaukee was entitled to other roads should be hauled by the engines of the Union Pacific road, but that they should be hauled by their own motive power. It was about to say that this act meant that a full moving train might not enter upon the bridge and cross to a point of destination with its own engine. The continuity of lines, and this could not be accomplished by the means proposed by the Milwaukee, and he held that they should be made to purge themselves before coming into court by replacing the property they had destroyed. He held that the plaintiffs were entitled to a restraining order, upon the face of the showing and in view of the violence of the Union Pacific, and that the Milwaukee should have restored the property displaced and have shown cause why the injunction should not be made permanent.

By conclusion of Mr. Poppleton's argument, Judge Dundy directed the officers of the Union Pacific to show cause, by 2 p. m. today, why they should not be held for contempt.

Gould and Director Plummer.

In an open charged in the Milwaukee court yesterday, the Milwaukee and Union Pacific that Government Director Plummer of the Union Pacific is being used by Gould to impress the officials at Washington and to endeavor if possible to enlist their aid in the warring schemes for freeing out the Milwaukee and Rock Island roads from Omaha. Mr. Plummer, it is claimed, went to Washington at the invitation of Jay Gould a short time ago, and appeared to the secretary of the interior to declare the contract with the Rock Island and St. Paul roads null and void because it was against public policy and calculated to injure the government's interest in the Union Pacific. Director Plummer was formerly a member of the large grocery firm of Plummer & Co. of New York, which made a bad thing of the business of the Union Pacific. He was somewhat of a politician in New York, and consequently succeeded through the influence of Jay Gould and prominent New York politicians in securing the appointment of government inspector of the Union Pacific. He has ever since tried to rehabilitate himself in business, and it is the opinion of the Milwaukee officials that he is Gould's support by befriending him in this matter.

Meek's Mexican Mission.

General Manager Meek of the Colorado and Fort Worth divisions of the Union Pacific, whose resignation has been accepted, has, it is said, returned to his home in Mexico. He has secured grants from the Mexican government giving him the sole right to introduce electricity into the city of Mexico for lighting and transportation purposes. His plans are said to include the building of 200 miles of electric railway, and he has a corner on the business, he is said to make money. He is considered one of the most valuable ever granted by Mexico.

Mr. Resseguie's Retirement.

General Manager Resseguie of the Montana division of the Union Pacific has been relieved and W. H. Bancroft, late of the Rio Grande & Great Western, appointed to succeed him. This change was reported in the columns several days ago. Mr. Resseguie has been unfortunate in his management of the division and the retirement is the culmination of a bitter fight that has been made against him since he was appointed to the position with the Union Pacific by certain officials of the company. His resignation takes effect January 15.

MOISE'S.

Special Boys' Clothing Sale—Curtain and Window Shade Bargains for This Week—Embroidery Sale Now On.

Will offer Tuesday morning one hundred boys' heavy winter overcoats with capes, sizes 4 to 13, for \$1.75. A number of boys' heavy winter cap overcoats selected from our \$4.00, \$4.50, \$5.00, \$6.00 and \$7.00 lines, we will close out all at \$3.75.

Boys' warm winter suits in checks, plaids and stripes reduced to \$2.90. A lot of boys' knicker pants, good quality, suitable for winter wear, stock of odds and ends, only \$1.00.

We have about one hundred boys' all wool knit suits in desirable patterns, and perfect fitting, which have sold at from \$5.00 to \$6.00. We have decided to sell the entire lot at \$2.75.

Men's and boys' furnishing department, Farnam street wing.

THE MOISE DRY GOODS CO. UPHOLSTERY DEPARTMENT.

Bargains this week. 18 pairs only. Tomorrow we will offer 100 pairs of 1 1/2 cent curtains, 54 inches wide by 31 yards long, at \$5.00 per pair. This curtain has sold for \$8.50 all season.

150 odd shades. We have about 150 odd shades made from very best hand-made material, including shades and curtains, mounted on Hartshorn spring rollers, which we will close out at 25c each.

Tomorrow only 1,000 curtain poles in ebony, cherry, black walnut, antique oak, maple, ash and mahogany, trimmed with brass trimmings, complete, 25c each.

REMNANTS OF FURNITURE COVERINGS, FRINGES, MUSLINS, LACES, SILKS, ETC., WILL BE SOLD REGARDLESS OF COST.

THE MOISE DRY GOODS CO.

THAT "ORIS" ANNUAL.

A Mass of Inaccurate and Worthless Figures.

Early in the 70's the press conceived the idea of publishing the first annual review of Omaha's financial, commercial and industrial growth. Each succeeding year was rounded out by these records of unsurpassed progress and prosperity. The one object always held in view in compiling these exhaustive facts and figures was that of accuracy and reliability. Inflation was tabooed from the first, primarily because it was unnecessary and always because it is in every sense ill-advised and unwise. In short, The Bee's Reviews have been standard goods. Every other year The Bee's annual has been illustrated and the artistic work has been the best that money could secure. In the alternating years the review has not been illustrated, special efforts having been directed toward comprehensive and absolutely reliable statistics of the year's record of advancement.

In recent years competitors have essayed to rival The Bee Annual. But their efforts have been dismal failures. They have thrown upon the city a mass of half-cooked stuff, made up of glittering generalities, inflated figures and a host of down with errors and inaccuracies, blunders, padded and distorted figures of one year were bold and rendered ridiculous the next. Pretending to be a credit to the city, they worked irreparable damage to her interests. Their circulation, however small, should by all means have been suppressed.

January 1 The Bee issued the most complete and reliable statistics ever published. Its reliability cannot be successfully attacked. Let it speak for itself.

A would-be rival or imitator published on the same date an alleged review. A more abortive issue never left a newspaper office. An illustration of the comparative worth

SOME AMERICAN TREASURES.

Rich Jewels Deposited in the National Museum at Washington.

ORDERS, MEDALS, CUPS AND COINS.

The Sultan Makes Wives of Diplomats Happy by Presenting the Order of the Shekefat for Life.

The most valuable jewels in the national museum in Washington, D. C., are the relics of our great men near the entrance. These are worth tens of thousands of dollars in intrinsic value of the gold and jewels of which they made, to say nothing of the workmanship, says the Jeweler's Weekly. There are swords by the dozen set with diamonds, gems inlaid with precious stones and cases which have heads of gold in which gems are imbedded. A guard is detailed to watch them night and day. Each case has a burglar alarm connected with it, and the least meddling would set an electric bell ringing and call the museum army together.

The Grant Collection is one. It is made up of hundreds of gold articles exquisitely engraved and brought together from all parts of the world, of rare stones, of china more valuable than though it were of solid gold, and of other articles which, if melted down, would fully pay the president's salary for a year or more.

In one case there is a complete collection of gold and silver coins of Japan, which has a wonderful numismatic value, as it is the only complete set in existence, except one in the Japanese treasury. Some of the gold coins are a quarter of an inch thick and as large around as the top of a dinner plate. Seven of the most \$5.00 gold coins are perhaps a hundred in the collection.

In another case there are half a dozen large elephant tusks which the king of Siam gave to General Grant, and there are six pieces of costly jade given him by the princes of China. All of the swords presented to him are of the finest quality, and many of them have diamonds set in the hilts. The sword given to General Grant by the sultan fair at New York has a solid gold head, representing the Goddess of Liberty, which has two rings of diamonds, and two sapphires set in it. The sword of Chattanooga has fourteen diamonds embedded in it, and many of the gifts which he received from foreign monarchs are of gold set with diamonds.

LIQUEUR LICENSES.

Several More Granted at Last Night's Session of the Board.

All members of the fire and police commission excepting Mr. Smith were present at last night's meeting of the board. A charge against Officer Goddard made by John Henry and Louis Marley of Lincoln was read and set for hearing on Monday, January 11.

Officer O'Brien was granted a ten days' leave of absence.

Charles Mayer, who was appointed as a special police officer for the Union Pacific, tendered his resignation and was accepted.

The resignation of C. H. Pringle, a fireman, was presented and accepted.

A communication from the council authorizing the purchase of a fire alarm box was read and placed on file.

The board then resolved itself into a license board to examine the bonds of applicants for saloon licenses. There were twenty applicants presented to their bondsmen, and the board proceeded to ascertain the pecuniary ability of the bondsmen to guarantee the licensees. The following licenses were granted: William Schmidt, 612 South Ninth street; Peter Fodde, 724 North Sixteenth street; John H. Weitzel, 1012 1/2 Farnam street; Claus Hansen, 819 South Seventh street; Jacob Ropald, 713 North Sixteenth street; Henry Biesler, 140 North Sixteenth street; Joseph Landrock, 194 South Sixteenth street; H. Schuler, 334 North Sixteenth street; William Young, 416 North Sixteenth street; John Boyer, 1027 North Twentieth street; John Boyer, 2536 Lake street; Thomas J. Foley, 142 Douglas street; John H. Hibben, 220 South Thirteenth street; Daniel McCoy, 323 South Twelfth street; B. Anderson, 234 Farnam street; Julius Nagle, 610 South Thirteenth street; Riley Bros., 139 Douglas street; Gustav Bruhn, 424 North Twentieth street; Charles Sharpe, 1224 South Thirtieth street; Shank & Prince, 523 South Tenth street; Storz & Her, 104 North Fifteenth street; Henry D. Johnson, 104 North Fifteenth street; Charles Thies, 1520 South Thirteenth street; Amelia Fieldgard, 203 South Tenth street; Wootstein & Co., 1623 North Sixteenth street.

MANY CALLS FOR BIG GUNS.

Frontier Settlers Reducing the Stocks of Omaha's Ammunition Dealers.

The Indian outbreak has reduced the means of exhausting the supply of rifles at the every hardware store in Omaha, and additional orders are coming in by every mail which the dealers are unable to fill.

A Bee reporter visited the wholesale houses and several of the hardware stores yesterday, and found that there had not been a rifle of 40 to 50 caliber on hand for several days.

Said one of the dealers: "Everybody in the northern part of Nebraska and Southern Dakota wants a gun and wants it bad. Up to the present time the dealers have sold 20 more guns if we had only had them in stock, and I have every reason to believe that the same is true of nearly every hardware store in the city. We have also sent out a large quantity of ammunition, but still have some on hand. The bulk of the orders consisted of 40-82 cartridges. I just received an order for twenty more rifles, but of course could not fill it. They don't seem to want any more rifles, but they are every reason to believe that if no rifles are to be secured the settlers in the threatened territory will be glad to have any kind of a firearm."

THE CAUCUS.

If there was ever a thing more than any other against which Dictator Burrows has been waging relentless war for years, it is the party caucus. The caucus has been denounced by him in and out of the city, and he has done his best to prevent its holding. He has also done his best to prevent its holding. He has also done his best to prevent its holding.

WEST POINT NEB. JAN. 5.—(Special Telegram to The Bee.)—Sunday noon Fred Leffert and Carl Matson went hunting four miles south of town, and when near the farm owned by Nicholas Masack, were called in by Mr. Masack, who had some birds and skins for Leffert to stuff. While the articles were being brought Watson and Leffert sat down. Watson had his gun be-

SOME AMERICAN TREASURES.

Two men with their barrels resting against his abdomen when, by some means unknown to anyone, the gun was discharged, and the bullet, passing through his head directly under the chin and also his breast, reaching the Contingent room, also lodged in his abdomen. Matson gave a groan and rolled to the floor. Leffert jumped to his rescue in time to catch the falling form. Matson is a married man with two children.

A Poisoned School Well.

HASTINGS, Neb., Jan. 5.—(Special Telegram to The Bee.)—The janitor of the Southward school building, this morning notified the police that he found, upon drawing water from the well that supplies the school children, a box of rough rats. The supposition is that the dastardly act was committed by an enemy of the janitor, as the box most likely contained some poison which he placed in the hands of police for investigation.

Fire at Wilcox.

WILCOX, Neb., Jan. 5.—(Special Telegram to The Bee.)—The residence of J. W. Moore, cashier of the State bank, burned this morning between 5 and 6 o'clock. Cause unknown, probably a defective fuse. When discovered the fire was breaking through the roof and the members of the family, who were asleep in the second story, had to make their escape in their night clothing. Some of the furniture from the lower story was saved, but the coxy house was a total loss. Loss, about \$1,500; insurance, \$2,000.

Nota Railroad Man.

HASTINGS, Neb., Jan. 5.—(Special Telegram to The Bee.)—Annie Paulock, one of the runaway girls supposed to have been enticed from here by a certain railroad man, was found at Sutton last night. Her parents today filed application to have the wayward girl returned to the reform school at Kearney. The petition was granted and she will be taken tomorrow to her correspondent home, though it is said that no railroad man was implicated in the affair as reported in several papers.

An Unfortunate Creamery.

CLAY CENTER, Neb., Jan. 5.—(Special Telegram to The Bee.)—On January 3 the creditors of the creamery firm of Furer & Pearson, who had creditors at Fairfield and Davenport, met in this place and elected S. M. McKelvey, assisted by three other men, as liquidator. Creditors, mostly farmers, who were selling their cream to them, Mr. Furer made a proposition to them that they would give him the management of the creamery he would pay them 100 cents for the dollar.

Joe Grimes' Company.

BEAVER, Neb., Jan. 5.—(Special Telegram to The Bee.)—Captain Joe W. Grimes of this city has received tacit authority from the governor to enlist a company of cavalry for the Indian war. Captain Grimes has his company roll completed and is ready to start for the Indian war. He will only take for arms, ammunition and provisions. They will take their chances with the legislature for an appropriation for payment.

A Hunter's Accident.

TALMAGE, Neb., Jan. 5.—(Special Telegram to The Bee.)—Fred Berlet, son of banker Berlet of this place, was seriously wounded this morning by the accidental discharge of a .38-caliber revolver in his own hands while hunting muskrats on his farm, seven miles east of Clay Center. He was riding a mule and only took for arms, ammunition and provisions. They will take their chances with the legislature for an appropriation for payment.

Generous Clay Center.

CLAY CENTER, Neb., Jan. 5.—(Special Telegram to The Bee.)—A car load of clothing, groceries and grain will be shipped from this point to western sufferers on Tuesday of this week. Our people have contributed very liberally to the call for aid.

Joseph's Ambition.

TALMAGE, Neb., Jan. 5.—(Special Telegram to The Bee.)—It has been for many months an open secret in alliance circles that Talmage would furnish a candidate for the post of mayor today in Nebraska City, in connection with the law making campaign and about four times as thick, which was sent to General Grant in a solid silver envelope, inviting him to a masked ball at San Francisco. There are a number of gold boxes which he received, and there are twenty-six diamonds on each point. It has a beautiful ribbon sash connected with it, and was given to Mrs. Cox one night at the sultan's palace when she went there to dinner with her husband. The diamonds were set up by a French cook on gold plates. After the dinner was over the sultan presented this insignia. She thought, I am told, that she was to have it forever, but it seems that his majesty only gave it to her as a gift, and she was to give it to him if he returned to him. The wife of Minister Straus was decorated with the same order, and she will have to return it in the distant future.

MEXICO THE REFUGEE.

CHICAGO, Jan. 4.—(Special Telegram to The Bee.)—"It looks pretty much as if Mexico were to be the asylum for the persecuted Jews of Russia," Henry Richardson, a citizen of the southern republic's capital remarked this morning. "A short time ago a movement to contribute to the relief of the Russian Jews was started in San Francisco. It acquired momentum rapidly, and when a subscription of about \$20,000 had been collected the movement started to skirt the Pacific coast. It has met with most gratifying success and negotiations are already under way for the purchase of 1,000,000 acres of land along the west coast of Mexico. I should not be surprised if the purchase had by this time been made. So this tract would be divided into small farms and settled up by Russian refugees, whose passage will, I understand, be paid for by some foreign Jewish society. All the refugees, or nearly all, are farmers, the land to which they will be sent to settle is excellent for agricultural purposes and Mexico will be glad to have them."

Nebraska, Iowa and Dakota Pensions.

WASHINGTON, Jan. 5.—(Special Telegram to The Bee.)—Pensions were granted today to the following Nebraskaans: Original—Jacob A. Wolfe, Prague; Robert W. Oliver, Kearney; James A. Potts, Beaver Crossing. Additional—Jacob A. Wolfe, Prague; William Thoma, Waucoma; Daniel E. Morley, Decatur; Henry Swartzgard, Lodge Pole. Increase—Samuel E. Pearl, Lincoln; Daniel R. Hall, Nelson; David A. Wisner, Verdigris; Reuben J. Coville, Rattanford; Beatrice, Reuben and Jerome—William Austin, New castle.

THE STANDARD COCOA OF THE WORLD.

MOST APPETIZING—EASILY DIGESTED.

THE VAN HOUTEN'S COCOA

"BEST & GOES FARTHEST."

THE VAN HOUTEN'S COCOA ("concocted always used") is a superior, pure, soluble milk chocolate, made and patented in Holland, and is neither better nor more soluble than any of the numerous inferior imitations. In fact, it is generally admitted all over Europe and a comparative test will show that no other cocoa equals it in its excellence in solubility, agreeable taste and nutritive qualities. Largest sale in the world. Ask for Van Houten's and take no others.

PRESIDENT THOMAS J. LOWRY.

That is the Title of the Head of the New Council.

A STRAIGHT DEMOCRATIC ORGANIZATION.

John Groves Remains City Clerk—Wind Up of the Old Council's Affairs—A New Deal Tonight.

The incoming council will be strictly democratic in its organization for the coming year, and Thomas J. Lowry will be its president. This conclusion was reached yesterday evening after an eight hour caucus of the ten democratic members of the council. Mercurio, Osthoff, Donnelly, Cooper and Lowry were the candidates before the council, and it was only after a long consultation and the taking of countless ballots that the choice fell to Lowry.

A dozen candidates were up for the clerkship and the selection caused almost as much work as did that of the president. It was finally decided to retain John Groves, the present incumbent, this compromise being necessary to secure the consent of Mercurio and Osthoff to Lowry's election as president.

The result of the caucus was quietly given out when the old council was called to order to wind up its year's business, which was done in a session lasting less than an hour.

The first subject for the council's consideration was the report of the George Crook. The mayor named J. S. Collins, John A. Creighton, G. W. Linsinger, J. M. Woolworth and Dr. George L. Miller as a committee to select a site for a new city hall, and the probable cost of such a monument. The recommendation of the mayor was concurred in.

Contract was approved as follows: With the World-Herald for the city advertising, with George A. Conzard for lumber; with the Omaha Printing Company for blank books, stationery and office supplies; with F. C. Foster for blank warrants, etc; with the Polk company for other city blanks.

Dr. J. P. Lewis's bill for \$50 for recording births and deaths for the month of March, and May was read again, and on Wheeler's motion was laid upon the table.

A resolution was adopted declaring that hereafter the board of public works shall let contracts for public works in some way up the stairs case, and managed to get out of the window and turn in an alarm. When the firemen came they took his wife down from the window where she had placed her out of the reach of the flames. The dog, which was badly cut in jumping through the glass door, was rescued and taken to the hospital. It had several species of the Newfoundland breed and has sired two or three people from drawing in the past.

For Cure of SPRAINS & STRAINS USE St. Jacobs Oil Cures STIFFNESS, Stiff Neck, Soreness

Wanted—Good and permanent employment for a limited number of able and gentleman. Call on or address Cook & Acres, Hotel Casey, Omaha.

HIS HANDS ARE CLEAN.

The Secretary Congratulates Himself That He is Not Responsible. WASHINGTON, Dec. 5.—Secretary Noble was questioned today as to what action had been taken on the recommendation of General Miles that Indian agents of South Dakota agencies be relieved from further duty and that their places be filled with military officers. The secretary had no authority to discuss the matter further than to say the subject had not been mentioned to him by any one with authority. It is believed, however, that should General Miles' recommendation be submitted to him by the president for his views the secretary would strongly oppose the transfer.

AMUSEMENTS.

Boyd's Three Night Commencing MONDAY, JANUARY 6. A Great Attraction.

The De Wolf Hopper Opera Bouffe Co.

CASTLES IN THE AIR

THE GRAND—Tonight.

THE CLEMENCEAU CASE.

EDEN MUSEE.

SICK HEADACHE

CARTER'S LITTLE LIVER PILLS.

GRATEFUL-COMFORTING Epps's Cocoa

NEW COLLAR PERFECT HEALTH

THE STANDARD COCOA OF THE WORLD.

MOST APPETIZING—EASILY DIGESTED.

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