

Kelley, Stiger & Co

Corner Farnam & 15th Sts.

WASH SILKS 79c.

On Monday, and until all are sold, we offer the best quality 24-inch Wash Silks, in all the new desirable styles, at 79c yard. We have never sold these silks for less than \$1 and \$1.10. These silks are in great demand for fancy shirt waists.

AN Extraordinary Bargain IN 24-Inch Printed China Silks AT 90c.

We place on sale Monday our entire stock of 24-inch Printed China Silks, at 90c per yard. In the lot will be found some very desirable new styles, in black grounds, just received. None these silks have ever been sold for less than \$1 and \$1.25. Monday's price 90c per yard. This is a bargain you cannot afford to overlook.

KELLEY, STIGER & Co MADE THEIR FINAL PLEAS.

Closing Arguments in the Union Pacific Bridge Controversy. MR. THURSTON DISSECTS THE CONTRACT. He Shows From His Standpoint How the Union Pacific Would Be at the Rock Island's Mercy.

When the United States court opened yesterday morning the chairs usually occupied by the jurors, placed on a dais in the southwest corner of the court room, were occupied by a number of ladies who had gathered to listen to Mr. J. M. Thurston in his eloquent exposition of the Union Pacific's side of the famous bridge case. The ladies seemed to act as an inspiration on the speaker, who delivered a most eloquent peroration.

The court room was crowded with lawyers and citizens who listened intently to every word uttered by the speaker.

Judge Thurston opened his argument by saying that he had been entranced by the eloquent manner in which Judge Withrow made an alleged statement of facts at the opening of the case. The story told by the gentleman resembled a romance by Haggard or one of the weird tales of Verne. The gentleman had focused the cold facts in the case with an elaborate array of picturesque statements without any regard for the connection. It would appear that the Union Pacific had been anxiously waiting for years for a chance to give away the use of its bridge and terminals to some other company. He charged the whole proceeding with a rancorous bluff on the part of the Rock Island. It was made for the purpose of bringing this thing to the attention of the court, and Mr. Adams in order to induce them to make the Rock Island an offer of the use of the bridge and terminals to the Union Pacific. He charged that the Rock Island and Milwaukee had never intended to erect a bridge across the river, but their pretense of so doing was only a part of their plan to gain an advantage over the Union Pacific.

The effort of counsel had been to show that Sidney Dillon had been present at the conference in New York when the contracts were under consideration.

The speaker held that the contract was never ratified, and at the first full meeting of the directors the contract was disaffirmed. He therefore held that the contract was never ratified, and at the first full meeting of the directors the contract was disaffirmed.

Judge Thurston admitted that this was true, but argued that Gould had done what any honest man would have done, namely: cut one by the roots a destructive contract.

The judge held that the action of the Union Pacific had been justified in its acts in bringing the contract in order to preserve its revenues.

If the Union Pacific could allow another company to enter upon the equal terms of the Union Pacific, the Council Bluffs to South Omaha there was nothing to prevent it from leasing its line to the equal terms of the Union Pacific.

The speaker argued this point at great length. The other side had argued that the contract constituted its legal duty. Under the contract these companies had the right to put dummy trains between the Bluffs and South Omaha, and the Union Pacific would have to go out of business. Under the contract these companies could take all the business of the Union Pacific by simply lowering the rate, and the Union Pacific had no power to prevent it.

One of the speakers had the right to put dummy trains between the Bluffs and South Omaha, and the Union Pacific would have to go out of business. Under the contract these companies could take all the business of the Union Pacific by simply lowering the rate, and the Union Pacific had no power to prevent it.

The speaker said that he was not here to argue that the contract was not a copy of the memorandum. He was here to defend the contract, and he said he was here to defend the contract, and he said he was here to defend the contract.

The evidence would show that the parties who were anxious for the completion of the contract were the Rock Island and the Milwaukee people. The authorities in Boston did not have time to examine it, the stockholders had not read it, and it was an unconsidered, hasty and ill-considered action on the part of the Union Pacific. He admitted that the contract was not a copy of the memorandum, but he said he was here to defend the contract, and he said he was here to defend the contract.

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CREAM Brocaded India Silks, 24 inches wide, for this sale, \$1 yard. Very handsome brocaded India Silk, really worth \$1.65; on Monday we offer them at \$1.35 yard.

BLACK JAPANESE SILKS, 78 Cents.

24-inch Black Japanese Silk at 75c yard; equal to any silk you can buy in the city at \$1. 24-inch Black Japanese Silk at 85c. 26-inch heavy black Japanese Silk at \$1.10; this is a special bargain, regular \$1.35 quality.

BLACK SURAH. A new invoice of Black Surahs bought at special prices will be placed on sale Monday.

Black Surah 65c, worth 80c. Black Surah 75c, worth 90c. Black Surah 90c, worth \$1.10. Black Surah \$1, worth \$1.35. These Surahs are in great demand for ladies' shirt waists.

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Pacific to carry out the terms of the contract. It was matter of record, he claimed, that these contracts had never been acted upon in a legal manner. Back of the seals and signatures must be the power and the authority, and back of all must be the statutes. Corporations were controlled by the laws which created them.

The facts of the case had been inquired into and on these facts the case must rest. It would appear that the contract was never ratified, and at the first full meeting of the directors the contract was disaffirmed.

To this Justice Brewer took exception. He said that the directors of the Union Pacific had learned its tactics of forbidding the protection of its property from its friends and neighbors, and they should have expected to find the same tactics in the hands of the Union Pacific.

Judge Thurston then took the question of the contract as it concerned the Republic of the Union Pacific. He said that the contract was never ratified by the Republic of the Union Pacific, and the Union Pacific could not ratify the contract for that company. He said that the contract was never ratified by the Republic of the Union Pacific, and the Union Pacific could not ratify the contract for that company.

This meeting authorized the president and secretary to execute the contract, and the action was illegal and gave those officers no power.

The speaker held that the action of the stockholders was not a proper ratification of the contracts. The records showed that the contracts were not read to the stockholders and as far as the records were concerned, none of the stockholders knew anything about the terms of the contract.

When the company was first organized there were only two government directors and this number was afterwards increased to five. They showed the speaker said he would intend to have a voice in all the proceedings of the corporation.

Passing to the question of the right of the Union Pacific to admit another line upon its tracks, the speaker said he would not contend that the road had no right to allow another road to come upon its tracks and pass along a short distance and then dodge off, without doing any railroad business except the turning of a wheel, but he held that it could not give another road the authority to come onto its line as a competitor.

Judge Thurston closed by saying that these other roads could not do the business on a road they might build themselves that they could do under the terms of these contracts. The speaker said the city had been up in arms because it had been represented that the operation of these contracts would bring into the city the construction of a bridge across the river, and the speaker said he would not contend that the provisions of the Milwaukee contract prevented the admission of any other road to the city, and the speaker said he would not contend that the provisions of the Milwaukee contract prevented the admission of any other road to the city.

At the close of Judge Thurston's address the usual recess was taken.

The afternoon session was the beginning of the end. Hon. J. M. Woolworth addressed the court in the closing argument for the government by allowing other companies to use the bridge and was not interfered with in any way in the discharge of such duties. The contracts did not interfere in any manner with the Union Pacific in allowing any other companies to come across the bridge, and the speaker denied the statements to the effect that the contracts did not interfere in any manner with the Union Pacific in allowing any other companies to come across the bridge.

He argued that it was perfectly proper and legal for a corporation to dispose of property for which it had no particular use without disturbing the public in the proper performance of its duty.

Taking up the question of whether or not the document in controversy was a lease, the speaker held that it was not a lease in the legal sense of the word, as it did not give to the plaintiff's possession of the road or any part of it. It was simply a traffic arrangement, giving the plaintiff the right to haul its freight over a portion of the track.

Judge Woolworth concluded his remarks by calling the attention of the court to the fact that the city had granted the Union Pacific the very land over which the Rock Island now desired to run, on the condition that the Iowa roads be allowed to run into the depot.

At the conclusion of Judge Woolworth's remarks, Judge Dundy asked if the contract of the Union Pacific allowed the Rock Island to enter a depot to which the former had no title.

The witness replied that the Rock Island already had a contract with another company which gave it the right to enter the depot. Moreover, he held that it was covetous to hide behind such a provision as that when it was a well known fact and was shown in the evidence that the Union Pacific had no title to the depot.

Justice Brewer and Judge Dundy held a consultation immediately after counsel had adjourned to consider the case. The former stated that he was unable to say when a decision would be handed down in the case.

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GREAT REDUCTIONS IN DRESS GOODS 15c Printed Tussah Cloth

Exquisite styles, during this sale at 15c. Henrietta Sateen WARRANTED DYE. Beautiful in finish, the best Black Henrietta in the market: 20c Reduced from 25c. 27 1/2c Former price 30c. 30c Cut down from 35c. Challie, 19c. Challie, 19c.

PLAIDS 45c. 45c. 45c. We offer one case of choice Plaids during this sale at the low price.

BRILLIANTINE. 42 1/2c All colors, pure Mohair, 40 inches wide, reduced from 75c. 60c Fancy and fine stripes, best imported, former price 85c. 65c 48-inch extra fine grade, splendid mixtures, cut from \$1.

BRILLIANTINE. Black pure Mohair, 40 inches wide, 45c. 45c. 45c. New styles challis 5c Dress gingham 8c, worth 8 1/2c. Select styles dress gingham at 12 1/2c and 18c.

Mazepa Cloth 20c. 10-pieces-fine Mazepa cloth with black ground and white figures, very desirable, reduced for this sale to 29c yard; regular price 38c.

Our 65c All Wool Black Serge will be during this sale 50c. 50c. 50c.

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Council Bluffs. The contracts provided for a board of arbitration for the fixing of time schedules for trains for both the Rock Island and the Milwaukee. Both boards had control over the Union Pacific tracks. If these boards did not agree about the running of the Union Pacific trains, what was to be done? If the Rock Island board started the Union Pacific train from the Bluffs at 10 o'clock, and the Milwaukee board started it at 8 o'clock, what was the Union Pacific to do?

Taking up the question of the value of the property subject to the contracts, Judge Thurston charged that the figures given by the other side were deceptive. They had figured on two main tracks, when as a matter of fact the contract gave those two roads the use of all the main and passing tracks which the traffic of the Union Pacific required. The Union Pacific was required to acquire all the property which might be necessary for the traffic of the other roads had the privilege of using it without any increase in the rental.

Speaking of the acts of the Union Pacific in protecting its property Judge Thurston claimed that the Milwaukee had been notified that it would not be allowed on the Union Pacific tracks. He said that the Union Pacific had learned its tactics of forbidding the protection of its property from its friends and neighbors, and they should have expected to find the same tactics in the hands of the Union Pacific.

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Judge Woolworth concluded his remarks by calling the attention of the court to the fact that the city had granted the Union Pacific the very land over which the Rock Island now desired to run, on the condition that the Iowa roads be allowed to run into the depot.

At the conclusion of Judge Woolworth's remarks, Judge Dundy asked if the contract of the Union Pacific allowed the Rock Island to enter a depot to which the former had no title.

The witness replied that the Rock Island already had a contract with another company which gave it the right to enter the depot. Moreover, he held that it was covetous to hide behind such a provision as that when it was a well known fact and was shown in the evidence that the Union Pacific had no title to the depot.

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