ROCK ISLAND HAS WON AGAIN,

Justice Brewer Denies the Union Pacific's Application for a Supersedeas.

REASONS FOR THE IMPORTANT RULING.

Decree Directing That the Terms of the Contract Be Put in Force at Once Rendered

byithe Court.

Justice Brewer denied the application for a supersectons in the Rock Island-Union Pacific case yesterday and made a decree requiring the specific performance of the contract and commanding all officers and servants of the companies concerned to refeain from in any manner interfering with the prompt enforcement of the terms of the contract. The request of the Rock Island, that the rules of the Umon Pacific be allowed to govern in the movement of trains until other rules and schedules could be prepared, was denied.

It was 11:30 s. m. when Justice Brewer entered the court room on his return from Grinnell, Ia., where he had gone to visit the family of his deceased brother. The attorneys representing the partles in the big railroad suit had been waiting since 10 o'clock for the judge to appear,

As soon as Judge Brewer ascend the bench he asked if the parties had agreed upon the decree.

In response to the inquiry of the judge Mr. Low, general attorney for Kansas for the Rock Island, stated that a decree had been Low, F agreed on except as to two points-one as regarded on except as to two points—one as re-garded putting in force the present rules of the Uniou Pacific on the running of trains until joint rules could be arranged and the other as to a supersected, the Rock Island holding that it was entitled to immediate entrance upon the use of the tracks of the Union Pacific pending the arrangement of rules.

Judge Thurston, for the Union Pacific, called the attention of the court to the terms of the contract, which provided that trains should be operated as agreed upon by all the parties, and, in case of difficulty in the ar-rangement of the schedule and rules, the matter was to be submitted to arbitration.

The decree, as asked by the Rock Island, provided that, until new rules and regulations be prepared, trains should be operated under the Union Pacific rules. To this the Union Pacific objected on the ground stated in a certain Shakespearean medicing that it may not the the production, that it was "not written in the bond." The contract did not provide that trains should be operated until rules had been

prepared for such operation. Another point urged by the Union Pacific Another point urged by the Union Pacific, Judge Thurston stated, was that they had a right to a supersedeas, conditional on giving a bond in the sum fixed by the court. Al-though not certain that they would take advantage of their right to a supersedeas, yet he would ask the court to fix the amount of the band which would he required in case of the bond which would be required in case supersedeas was granted. In reply to this Mr. Low argued that the

Rock Island was entitled to the imme-diate use of the Union Pacific tracks. The rules of the Union Pacific were ample for all purposes. The Rock Island was now running trains between Topeka and Kansas City under these same rules and he could not understand why trains ceuld not be run under the same rules into Omaha.

General Attorney Fish of the Milwaukee suggested that their freight trains had been operated through Omaha from July last until December 27 last.

Judge Thurston replied that the Union Pacific had taken such freight trains as the Mil-waukee had offered, but the Rock Island had not offered any freight trains. The Union Pacific had run a few passenger trains for the Rock Island over the bridge, but now it was asked to take all the trains of both these roads. The contract provided for the making of roles for the running of trains and it would be dangerous to run trains without having rules and a schedule. The employes of these two roads were not under the con-trol of the Union Pacific and he thought a great risk would be run to attempt to move trains under these conditions. Mr. Low admitted that it would be dan-

gerous to run trains without rules, but his under the rules of the Union Pacific until others could be prepared. Here Judge Thurston interjected the remark that no time tables had been arranged To this Mr. Low replied that it was not ab-solutely necessary to have time tables; more trains were run without time tables than otherwise. The other side had not shown any defects or objections to the rules as they stood, and he claimed that until such obje tions were made and substantiated his roa. should be allowed to use the tracks.

word provises, which was written in Jue contract as settled by and between the par-ties, and changed by indivertance in printing the same. 2 That said contract, as so reformed, is the valid obligation of the parties thereto and should be performed in good faith by each of them; that it secures to the complainant the full, equal and joint possession and use of the main and passing tracks of the defendant, the Union Pacific railway company, now lo-cated and established, or which may be here-after. Jocated and established be-tween the points at which the track or tracks of the complainant were connected under this contract, with such main tracks in the city of Council Buils, to the point at which complainant's railway was under and contact somerted with said main tracks south of the depot in the city of South Omana, including the bridge on which said thacks cross the Missouri river between said cities of Council Buils and Omains; connections with the union depot tracks in Omaha; the side or spur track leading from the main track at a point at or near Thir-teenth street in said city of Omaha, by way of the lower level, to a point where it again con-nects with the main tracks, at or near Ther-tech street, and such extensions thereof as may be horeafter maid: connections with the stock yards in South Omaha, by way of the stock yards in South Omaha, and the exclusive possesion and use of the grounds selected by the pirtles in South Omaha, on which the complainant ins commenced the complainant for the storage of cits and other purposes; the tracks, huild-ma, sations, switches and sidings which form a part of or are situated along the lower here of dist and other purposes; the tracks, huild-ma, sations, switches and sidings which form a part of or are situated along the lower here of dist and other purposes; the tracks, huild-may at Beatrice, in said state of the Orders, Kunsas & Nebraska ril-way at Beatrice, in said state of the onthern boundary of the city of the cont to an advith the railway herefore known

contract, subject to the following limita-tions: That the onclues, cars and tracks under plainant shall be moved on said tracks under gales and regulations to be agreed upon by and between the parties or ordained by refer-ees selected and appointed in the manner pro-vided by said contract, and sectring equality of right, privilege and advantage to trains of the same class operated by both parties, and to trains of a superior class operated by either a preference over trains of an inferior class operated by the other; which rules and regulations shall be executed and all engines, tars and trains moved under the immediate direction of the superintendent or other offi-cer of the defendant, the Union Pacific rallfrection of the superintendent or other offi-er of the defendant, the Union Pacific rall-

cer of the defendant, the Union Pacific rall-way company. That the Union Pacific railway companies operating a connecting railway or railways to the joint possession and use of the railway or rany part thereof, at and between Council BiuTs and South Omaha, upon substantially the same terms as those granted to the com-plainant, and apply the compensation which it may receive from such additional company or companies to its own use, without accounts or companies to its own use, without account-ing for the same or any part thereof, to the

It may receive from such additional company or companies to its own use, without accounting for the same or any part thereof, to the complainant.
The complainant shall not do any business as a common carrier of persons or property to or from any st those on said line between said eities of Lineoin and Beatrice.
That the complainant shall make componentation for such possession and use as provided by said contract.
That the defendant, the Union Pacific railway company, also grants to complainants the use of side tracks in Omsha, on which it will receive from and deliver to complainant freights which may be handled through the warehouses or switched by said defendant, and it is bound upon the request of complainant freights which may be handled through the warehouses or switched by said defendant, and it is bound upon the request of complainant freights which may be handled through the warehouses or switched by said defendant, and it is bound upon the request of complainant freights which may be handled through the warehouses or switched by said defendant, and it is bound upon the request of complainant in the same manner and with the same promptness and care with which it receives, delivers and stores freights transported in its own cars and trains, for which service complainant undertakes to pay a reasonable complainant the right of entering with its engines. That the city of Omaha and to use the same in the transaction of its business as a component as provided in said contract.
That the complainant also has the right to use the same in the transaction of its business as a complainant is bound to pay a reasonable complainant is bound to pay a reasonable complainant is bound to specified by the theorem as a common earrier.
That the defendants, the Union Pacific railway company and the Omaha & Republican Valley railway company. The served kept or performed; and other sincetures promises and agreements in said contract set ont. to be by them, either jointly or severally obser

park.

rallway company and the Chicago, Kansas & Nebrassa railway company, bearing date May (1, A.D. 1880, a copy of which is attached to the petition or bill of command by subsituating in this cause, should be referred to. The officials from the operating departments of the word "provision." In the last sentence of section 7, of articled thereof, the word "provise." which was written in the inst sentence as settled by and between the parties, and changed by indeverance in printing the same. that ruling out the clause in the decree above referred to. The officials from the operating depart-ments of the Rock Island and Milwaukee roads are in the city and the work of mak-ing up joint rules and time tables was com-monced yesterday as soon as the decree by the court was entered. President Cable of the Rock Island stated that only a few days would be required to arrange rules and schedules, and these would be completed and trains running by Saturday, the 1st ult., If trains running by Saturday, the 1st uit, if no opposition was encountered from the Union Pacific.

Milwankee Comes Today.

After Justice Brewer's decision of the application for a supersodeas in the Union Pacific-Rock Island bridge case in the United States court yesterday afternoon, the representatives of the Union Pacific and Milwau kee roads held a conference over the performance of the contract between them relative to the use of the Union Pacific bridge and depot by the Milwaukee road, Superintendent Goodnough of the Milwausuperimention to conduct of the Milwai-kee was present with authority to represent his road. The conference was a brief one. Representatives of the Union Pacific ex-pressed a desire to come to terms at once and all details mark a superior of the terms at once and all details were arranged for the running of Milwaukee trains solid into Omaha over the Union Pacific bridge commencing this morn-

ing. The Rock Island trains will not be brought in for several days as some work romains to be done in preparing the necessary track

facilities.

FRAYNE STORY CORRECTED.

Interesting Facts of a Strange Career Developed in Chicago.

CHICAGO OFFICE OF THE BES,] CHICAGO, July 29.

A local paper says: In the dispatches pub lished in yesterday's papers was a story about the discovery of his true parents by Actor Frank I. Frayne. The story was true in most particulars, but it indirectly wronged the memory of the original Frank Frayne. Instead of attempting to conceal the identity of his adopted son, Mr. Frayne did every-thing in his power to discover the boy's rela-tives. The following account of the occuliar circumstances surrounding the life of young Frayne was written by Frayne's wife; At the time Mr. Frayne adopted the bay he was the time Mr. Frayne adopted the boy he was an inumate of an orphan asylum. This was on January 17, 1873. The boy had been left at the hospital with three other children by his oldest sister. Mr. Frayne afterward married Mr. Robinson and regarded the boy as his own. Mrs. Frayne died in this city in 1882, at Mr. Frayne's home near the corner of Wabash avenue and Thirty-Ninth street. The boy always know that he was an adopted The boy always know that he was an adopted child, and as he was curious to learn of his relatives, his foster father did everything to solve for him the mystery surrounding his very early life. It was finally discovered that his name was George McCormick, and that his sister was the wife of T. J. Gannon.

WANT & POLITICAL STRIKE. Winslow Brothers have made another winstow Brothers have made another move in their fight on the iron workers' union. They appeared before the grand jury and had eight members of the union indicted for conspiracy. The members of the union express no alarm over the action of the jury. A rumor is prevalent in lacor circles that the movement is an effort to precipitate a big strike in the fall for politica purposes. It is said that such a strike would be a splendid weapon in the hands of certain political leaders connected with various public boards. Plans are said to be already laid for the purpose. Disgruntled labor men

who lost office when Cregler went by the board are accused of being at the bottom of the scheme FAMILIARITY BRED CONTEMPT. William P. Taubman, a South Dakota hotel keeper and lumber man, aged sixty-five, advertised for a wife. Mrs. Kate Holland of

417 West Randolph, aged lifty-five, responded. Taubman came to Chicago and took posses-sion of the residence of Mrs. Holland pending the marriage, but got to coming home drunk every night and his fiances took possession of his money and valuables. He had her arrested, charged with larceny and now the wedding has been declared off. SCHOFIELD AND HIS BRIDE. Major General John M. Schofield and his

bride reached Chicago today on their way to Washington from an extended tour through Oregon and Washington and Yellowstone WESTERN PROPER IN CHICAGO.

The following western people are in the

F. A.

At the Grand Pacific-Ernest G. Leo, At the Grand Pacific-Ernest G. Leo, Cedar Rapids, Ia.; Jacob Sims, Council Bluffs, Ia.; W. C. MoNamara, Jonas M. Cleland, J. E. Booge, Sioux City, Ia.; C. C. Wanan, Salt Lake, Utah; George M. Tibbs,

HE DRAWS A SALARY.

Anything Else.

especially the emergency

of the old charter and was also entitled to a

salary of \$2,000 per annum as commissioner

of health under the provisions of the amendee

charter. Finally the former pull was cut off by the council at Dr. Gapen's suggestion, re-

pealing the old ordinance relating to the office of city physician. Since that time his

office has been a snap, as he has acted in strict accordance with the amended charter, which provides that he shall execute and en-

force all laws of the state and ordinances of

the city relating to matters of health an sanitation and all rules and regulations of th

board of health concerning matters within their jurisdiction and control. He shall make reports to the board of health as by them

directed of his acts, doings and proceedings as such commissioner and receive and exe-cute the orders, directions and instructions

If he did this there would be no kick

coming, but as he does not trouble is brew-

work, were adopted and sent to the counci

has drawn his salary for doing nothing. Men have been cut, maimed and bruised.

and medical and surgical attendance has been

deuled because of a difference of opinion that exists between the commissioner

and the county physician over the question of jurisdiction, Dr. Gapen contending that the cases are for Dr. Keogh, and Keogh

contending that they are for Gapen. The commissioners of the county hold that

regular cases come under the jurisdiction of

Keogh, but that all emergency cases should

be taken care of by Dr. Gapen, who is paid

Paying Semi-Annual Dividends April and October. Stock of the Georgia-Alabama Investment and Development Co. Capital Stock, \$4,500,000. Shares, \$10 each, par value, full paid and Subject to no Assessments.

Gen. BENJ. F. BUTLER, of Massachusetis, - - - President. DIRECTORS.

Hon. JAMES W. HYATT, Late Treasurer of U. S. . . . Treasurer ADVISORY BOARD.

Gen. Benj. F. Butler, of Massachusetts.

Gen. Benj, F. Butler, of Massachusetts. Hon. Jas. W. Hyatt, ex-Treas. of U. S. of Conn. J. W. Caseddine, Cashier Morehants & Miners' Bank, Tallapoosa, Ga. Hon. John R. Gordon ex-Governor of Georgia. Hon. Rich. H. Bricht of N. C. Hon. Sopt. C. & M. R. & O N. R. F. Kanon Supt. C. & M. R. & O N. R. Hon. John R. Gordon ex-Governor of Georgia. Hon. Rich. H. Bricht of Neuron Supt. C. & M. R. & O N. R. Hon. John R. Gordon ex-Governor of Georgia. Hon. Rich. H. Bricht of Neuron Supt. C. & M. R. & O N. R. Hon. John R. Gordon ex-Governor of Georgia. Hon. Rich. H. Bricht of Neuron Supt. C. & M. R. & O N. R. Hon. John R. Gordon ex-Governor of Georgia. Hon. Rich. H. Bricht of Neuron Supt. C. & M. R. & O N. R. Hon. John R. Gordon ex-Governor of Georgia. Hon. Richt. H. Bricht of Neuron Supt. C. & M. R. & O N. R. Hon. John R. Gordon ex-Governor of Georgia. Henry Feuchtwanger, Member N. V. Stock Ex P. K. Roots, Cashi IstNat, Bank, Bank

PRINCIPAL absolutely secure under any circumstances, the property being paid for in full.

Total estimated yearly income of company after construction of railroad, \$25,63.01

DIVIDENDS, to include earnings and all receipts from sale of city lots, paid regularly April and Octobe

PROBABILITY of a large increase in each semi-annual dividend by increased earnings and sales. CERTAINTY of a rapid increase monthly in the intrinsic value and seiling price of the stock itself.

SUFFOLK TRUST COMPANY, Transfer Agents, Exchange Building, Boston, Mass.

To be Advanced Aug. 1st to \$4.00

OR WITHDRAWN FROM SALE AND ADVANCED TO PAR.

An Investment That Will Double in Twelve Months.

THE PROPERTY OF THE COMPANY CONSISTS OF

THE PROPERTY OF THE COMPANY CONSISTS OF PRST. 5.00 CBy Lots of 2.022 acres of land in the city of Tallapoos, Haralson County, Georgia, the residue remaining unsold of 2.00 acres, on the center of which the city was originally bulk. Estimated value on organization of company, Oct. 1, 1800. Elistics, the interval in anomin and present value since that time by additional purchases of the out and the provements and development added. SECOND, 2.45 meres of calculate minoral land adjacent to the dity of Tallapoosa, all located within a radius of six miles from the center of the lot. Present value \$125,000 THE DEVELOPMENT of the capital stock of the Georgia, Tennessee & Illinois Rairoad Company, chartered for the purpose of building a railroad from Tallapoosa, Ga., to Stevenson, Ala. 120 miles, that will not blast char-on the line. The Tallapoosa Furmice, on the line of the Georgia-Pacific Railroad, in the city of Tallapoosa, Ga., ead furnace being of 20 tons expacity, manufacturing the highest grade of cold and hot blast char-coll car, wheel iron. Present value \$20,00. FIFTIL The Predment times Works, situated on the line of the Georgia-Pacific Railroad, in the city of Tallapoosa, Ga., said plant being 12-pot furnace capacity, and manufacturing film glass flasks and preserip-film with statics. Present value, \$20,00. SIXTIL The Tellapoosa Relining Chair Fadory on the line of the Georgia-Pacific Railroad, in the city of Tallapoosa, Ga., manufacturing the soften on the present value, \$20,00. SIXTIL The Tellapoosa Relining Chair Fadory on the line of the Georgia-Pacific Railroad in the city of Tallapoosa, Ga., manufacturing the specific during and other chairs. Present value, \$20,00. SIXTIL The Tellapoosa Relining Chair Fadory on the line of the Georgia-Pacific Railroad in the city of Tallapoosa, Ga., manufacturing the mode, recling and other chairs. Present value, \$20,00. SIXTIL The Tellapoosa Relining that known, nontrages, loss, stocks, etc., acquired since the organization of company in secling the sof

4 ADVANTAGES OF THE STOCK AS AN INVESTMENT.

THE INCOME OF THE COMPANY.

Is derived principally from six sources. FIRST. Earnings of its manufacturing establishments, now in operation and to be built (now

5.01 centry). SECOND. Rentals of its farming lands and sales of timber in "stumpage" (estimated 13.00 y-ariy). THIRD, Sales of city lois in Tailapoosa, Ga., for improvement and investment (estimated 52.5.0.0 yearly) FOURTH. Working of its mines and quarries, by themselves or on "royalites" (estimated \$10.0.0

FIFTH. Profils on mineral, timber and town site options on line of Ga., Tenn. & Ill. R. R. (estimated S0(0) v6(rify). SIXTH. Karnings of stock of Goorgia, Tennessee & Illinois R. R. (estimated \$106,408 yearly).

Total estimated yearly income of company prior to construction of railroad, \$339,235.01 \$3.60 PER SHARE UNTIL AUGUST 1 The Company offer to the Public, antil August 1, a special registered issue of FULL PAID SHARES of its Capital Stock, forever unassessible, at

PRICE OF STOCK TO BE ADVANCED SATURDAY, AUGUST 1, TO \$4.00 PER SHARE.

Right reserved to Withdraw Stock from sale without Notice after August 1, or advance price to par.

The Directors of the GEORGIA-ALABAMA INVESTMENT AND DEVELOPMENT COMPANY have decided to offer to the public until Saturday. Ang. i, a limited amount of the full-paid capital stock of the com-rat SLOper share (par value \$100), and after that date to either withdraw the stock entire from sale or advance the price to \$1.31 per share. If taken as rapidly as was the June issue, the stock will be withdrawn from sale after Aug. I, and price advanced to par, as only enough will be offered to complete the extensive developments inaugurated on the new sproperty at Tallances.

If taken as rapidly as was the June Issue, the stock will be withdrawn from sale after and 1, and price accases to property at Tallanoosa. The stock is full paid, and subject to no future assessments under any circumstances. One million dollars of the 5.0,000 capital stock was placed in the treasury of the company for the development of its properties, and the enhancement and protection of the interests of the stockholders. Under the plan of the organization of the company all receipts from the sale of the Treasury Stock of the company are expended at once for improving and developing the property of the company, increasing its assets to the extent of the amount received. The entire properties of the company paid for in full, all the receipts from the sale of city lots go at once to the dividend fund of the company, in addition to the cardings of its manufacturing establishments in operation and its income from other Sources. The stock of the company will not only carn gradifying dividends for the investor, but will increase rapidly in the market value, with the development of the company's property. The stock will not the New York, Chicago, Plilladelphia and Boston ensolidated stock eachanges. Orders for stocks will be filled as received, in any amount from one share upward, as it is desired to have as many small holders in all sections of the country as possible, who will, by their interest in the company and under the interest of the company.

The Company Guarantee Purchasers Immediate Cash for Stock Bought.

At an Advance of 5 cents per share per month (or 17 1/2 per cent per annum,) At any time after the month following purchaselth by desire to sell prior to its being listed on the exchanges in October, or will secure a purchaser for the stock at their own selling price less 2 per cent commission for making the transfer as the stockholder may elect. Stock purchased now and held until after the payment of the October dividend (probably 200 per share) will net the purchaser an advance equivalent to 40 per cent per annum. Stock purchased of the company during Mayor June at \$3.50 per share will be cashed by the syndicite if desired immediately after August 1st at \$3.55 per share, and stock pur-chased during Jule (also stock purchased in blay and June) will be cashed i after Sept 1st at \$3.60 or sold for \$3.92 per share on commission as the stockholder may elect.

1	chased waiting our base store par account any and outer will be clause cape are a provide per even per even a set												
e f		UN	ALL	S.	ATU	JF	RDA	Y	AU	G	US	T 1, 1891.	
a 1,	\$7.20 18	Will Will	Purchase Purchase Purchase	2 5	Shares Shares Shares	or or	\$ 20 50	Par Par	Value Value	of of	Stock Stock	Checks for the April dividend, which included earnings of the manufacturing establishments owned by the Company,	
	72	Will	Purchase	20	Shares	or	200) Par	Value	of	Stock	and receipts from the sale of City Lots,	
8 0 1		CONTRACTOR OF THE	Purchase Purchase		Shares Shares	1000	600) Par	Value	of	Stock	for the first six months of business, were mailed April 15, and checks for the Octo-	
	12544-523076-0		Purchase Purchase					(4) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	Value Value			ber dividend (probably 20c per share) will be mailed to stockholders by the	
3	1080	Will	Purchase	300	Shares	or	3000) Par	• Value	of	Stock	Suffolk Trust Company, Transfer Agents, Oct. 15.	

No orders will be received at the present price of \$3.60 per share after 12 o'clock midnight Aug. 1, and all orders for stock should be mailed as soon as possible, and in no event later than several days prior to that date to insure delivery at present price of \$3.60 per share. ADDRESS ALL CRDERS FOR STOCKS AND PROSPECTUSES, AND MAKE CHECKS DRAFTS OR MONEY ORDERS PAYABLE TO

FREDERICK E. TURNER, Gen'l Western Manager, Room 313, Stock Exchange Building, 167 Dearborn-st., Chicago, 111.

THE OMAHA DAILY BEENTHURSDAY, JULY 30, 1891,

Mr. Low then proceeded to the considera-tion of the application for a supersedeas, but Justice Brewer said he did not wish to hear

him on that and Mr. Low took his seat. Justice Brewer then said he had thinking very seriously since Monday of the matter and he had come to the conclusion that the powers of a court of equity would be virtually set at naught by the granting of a supersedens when the effect of a supersedens would be to annul the decision of the court. He stated further, that he would have grant ed the supersedeas if the decision had en-tailed any additional burden upon the Union Pacific in the way of constructing new tracks or acquiring new property, but he should de-cline to grant the application for a supersedeas in view of the fact that the deciston did not entail any additional burdens upon the Union Pacific. If the appellate court should decide that the tria court was in error, that decision would sim-ply deprive the Rock Island and Milwaukee of the use of the Union Pacific.

On the question of operating the trains of the Rock Island and the Milwaukee under the present rules of the Union Pacific Justice Brewer said he would take the matter unier consideration until 3 o'clock, when he would hear further arguments on the question and enter a decree.

Discussing the Decree.

Shortly after 3 o'clock the judge ascended the bench and immediately stated that he had carefully reviewed the decree prepared by the parties. He said he should object to signing it until the fourth clause was stricken put.

This clause was the one providing that the rules of the Union Pacific should govern the movement of trains until other rules could

The judge stated that he had made it a rule never to sign a decree which was not agreed to by the parties unless he understood its full import. He said he had had some exper-Jonce in railroad affairs but was not able to say that rules such as those in question would be proper rules for the movement of trains over the tracks of the Union Pacific.

Justice Brewer said further that he was here to enforce a contract and he had the right to assume that the experienced railroad men who unew up that contract knew what they were doing. The fact that these men did not specify that the rules of the Union Partic health contract the rules of the Union Pacitic should apply in the movement trains was proof positive to the court that these rules were not fully adequate.

The court also called attention to the clause In the contract which provided for referees in the contract which provided for referees in case of disagreement between the parties and gave these referees power to award dam-ages for a willful violation of the contract or any mere technical opposition to the plain intent of the contract.

Justice Brower continued, saying that his personal acquaintance with General Manager Clark and Mr. Holcomb led him to believe that they were men of too much intelligence and fairness to interpose any technical objection to the carrying out of the contract, which would only tend to prejudice the case in the appellate court. He then requested that the clause objected to be stricken out Judge Withrow at once eliminated the clause referred to and the decree was signed.

The following is a full text of the decree as sigad : Text of the Decree.

Text of the Decree. This case coming on for its final hearing, the chickog, Rock Island & Parific raliway com-pany, being represented by its solucitors, A. J. oppleton, J. M. Woolwork, Thomas F. Withrow, M. A. Low and C. S. Montgomery, and the defendants by their solicitors, John M. Dilon, John M. Thurston and Archibaid I. Williams, and the court having inspected the recer i and heard the arguments of counsel, uither windge and decre. That the contract outpred into by and ba-being the fullon Facific raliway com-pany, the Salina & Southwestern raliway company, the Chicago, Rock Island & Pacific

directly or indirectly interposing any obstacle, interference, hindrance or delay to the performance of the several promises, covenants and agreements in said contract set out, or to the enjoyment of any rights or privileges by said contract granted, concerning the railway and railway property above described, by any and all of the parties to said contract or by any of the officers, agents, attorneys or employees of said parties, or any of them; and especially from in any manner costructing or interfering with said complainant in restoring and maintain-ing the connections which have heretofore been constructed, or in constructing or main-taining, at such point or points as may be determined under the contract, additional necessary connections between the railway company ani the Omaha & Republican Valley railway of complainant and that of the Omaha & Republican Valley railway company at Lincoln, in the state of Neoraska, and between the railway company at the railway of com-plainant and the railway of com-plainant and het ween the railway of the Onaha & Ropublican Valley railway company at South Omaha and Omaha. In the state of Neoraska, and the city of Council Biuffs, in the state of lowa, and from doing any act or thing, or permitting the doing of any act or thing, or permitting the doing of any act or thing, or permitting Omaha At the Auditorium-Mr. and Mrs. J. C Brocksmit, John S. Brocksmit, Eugenie Brocksmit, Helen Brocksmit, Codar Rapids, Ia. At the Leland-E. G. Bartlett, Omaha. At the Palmer-J. Chanvin, Butte, Mont.; Mr. and Mrs. William Schug, Helena, Mont.; W. T. Hunter, Wyoming; Charles A. Bishop, Des Moines, Ia.; P. Campbell, Montana. Dr. Gapen has no Authority for Doing What Dr. Clarke Gapon is doing, or rather, what he is not doing is causing considerable commotion in municipal circles. Last year, before the new city charter from doing any act or thing, or permitting the doing of any act or thing, if it shall have power to prevent the same, whereby said complainant may be prevented from enjoying any and all of the benefits and advantages sewent into effect, Omaha had a fuil-fledged city physician in the person of Dr. Gapen tut since that time the city's sick. and any and all of the benefits and advantages se-eured to it by said contract, or doing any act or thing which the complainant by the terms of said contract is authorized to do; from in-terfering with the use of or from removing, injuring or destroying buildings or other structures erfected by the complainant upon the grounds of the defendant, the Omains & Republican Valley railway company in the have been compelled to work out their own salvation. During the early months of the present year. Dr. Gapen drew the salary of city physician. In accordance with the provisio

structures erected by the complainant upon the grounds of the defendant, the Omina & Republican Valley railway company, in the etty of Lincoln, in the state of Nebraska, with-out the consent of suid complainant. 4. That each and every party hereto is com-manded to refrain from interposing any op-state or hindrance to the establishment, or alteration, or amendment in the manner pro-vided by said contract of time cards, rules and regulations governing the operation of engines, cars and trains over said railways and every part thereof, or to the execution and enforcement of such time cards, rules and regulations when so established, altered or amended, otherwise than by ant proceedings in a court having competent jurisdiction. 5. That nothing in this degree contained shall operate to stop any party hereto from recovering against another party or parties by appropriate proceedings in haw or equily, the compensation to which it is now or may be hereafter entitled, for the use of any of the railway and appurtenant property between and at Council Huifs and South Omaha, between and at South Omaha and Lincoln, between and at South Omaha and Lincoln, between and at South Omaha and Lincoln, between and at South Omaha the members of the doctor gathered the members of the board about him for the purpose of formulating rules for the government of the board of health. These rules, after weeks of dilatory Beatrice, and between Methorson and South Hutchinson, or from recovering in such pro-ceedings damages which it has sustained or may sustain because of any breach or viola-tion of said contract. 6. That while this decree is final in determ-ining the rights of the partice under said con-tract, the court reserves the power to make additional orders from time to time, as may be necessary to enforce such rights. 7. That the granulational have and recover

but there some one juggled with the records, as they have never been approved or re-jected, and in the meantime the commissioner

7. That the complainant have and recover from the defendant, the Union Pacific rali-way company, all of its taxable costs and dis-

way company, all of its taxable costs and dis-bursements in this cause made and expended, and that the clerk tax the same. So the same is the defendants, the Union Paelfie rails way company and the Onioha & Republican Valley railway company pray an appeal from the foregoing discree, which is hereby allowed, but it is expressly ordered that no super-sedens shall be allowed because of such ap-peal, as to any mandatory or restraining order in this decree contained. The size a which the court objected and

The clause to which the court objected and which was stricken out read as follows:

Time to Appeal Granted.

peal the case to all the courts.

When the decree was signed the court in-

That until the same are altered, amended o That until the same are altered, amended or cancelled, in manner and form as provided by same contract, the rules and regulations therein contained, and the rules and regulations tions of the detendant, the Union Pacific rali-way company, now in force, concerning the movement of engines, cars and trains over its tracks at and between Lincoin and Neatrice, shall be observed and obeyed by all parties bereto in the novement of engines, cars and trains over said tracks; provided, however, that if any of the rules and regulations of said defendant are inconsistent with these set out in the contract, those set out in the contract shall govern. Dr. Gapen makes another point, and that is that he does not know what he is expected to do, as the council has failed so far to adopt rules and regulations defining the duties of

by the city.

of said board.

Dr. Birney cures catarrn, Beebldg,

records until the Union Pacific had filed its records until the Union Pacific had filed its notice of appeal and pill of exceptions as it had given notice of so doing. Court was then adjourned and Justice Brower dryly advised Judge Thurston to ap-neal the energy and the sources ing with some friends when Frank Shea, a hasher and all round crook and tough, sneaked his hand into Warden's pocket, got

hold of the bill and ran. A good description of Shea was given to the police and he was arrested and identified. Judge Thurston replied that he wanted to get all the opinions on the case that he pos-sibly could. He added that he wished to heartly thank the court for the one lone, solitary ruling in favor of the Union Pacific, He will be charged with robbery.

Dr. Birney cures catarrh, Bee bldg.

SOUTHERN OFFICES, Tallapoosa, Harrison County, Ga. NEW YORK OFFICES, II Wall-st., Rooms 30 & 32. BOSTON OFFICES, 24 Washington-st., Rooms 8, 9 and 10, PHILADEL-PHIA OFFICES, Room 94 Droxel Building. PROVIDENCE OFFICE, Room 1, Butley Exchange, CHICAGO OFFICE, Room 33, Stock Exchange Building, BALTIMORE OFFICE, Room 4, Bank of Baltimore Building. FORFICES, No. 2 Tokenhouse Building, London, Eng.

Fighty-page Illustrated Prospectus of Tallapoosa. Stock Prospectus of Company and Plat of City with Price-List of Building Lots. Mineral Maps of the section, Engineers' Re Particulars of the Syndicate's Plan of Parchasing Stock, etc., in ull of free on application to any of the above-named offices of the company. orts, Partie

for example, if cleaned would be graded

No. 2 with a dockage to allow for the dirt. This is an advantage to the seller who is not

In shape to clean his wheat before shipping. The suggestion met with general approval from the grain men present who thought that

GRADING NEBRASKA GRAIN.

Result of the Discussion by the Interested

Parties at Lincoln Yesterday.

UNANIMOUS ON NEARLY ALL POINTS.

Chicago Inspection Rules for Wheat,

Barley, Rye and Flax Seed,

and St. Louis on Corn

and Oats.

LINCOLN, Neb., July 29.-[Special to THE

BEE. |-A gathering of the representative

grain men of the state was held at the rooms

of the state board of transportation this

afternoon. The object of the meeting was, as

Mr. Johnson, of the board, explained as he

took the chair, to discuss the question of

grading Nebraska grain. According to the

provisions of the warehouse bill it becomes

the duty of the board of transportation to

establish the grades of grains and adopt

rules and regulations for the inspection. The

board being anxious to adopt such rules as

would work to the best interests of the state.

extended an invitation to all grain men,

producers and dealers to meet and talk the

The attendance at today's meeting was

larger even than was anticipated, showing

the interest taken in the subject. Among

those present were: S. C. Smith, cashier

First National bank, Beatrice; L. E.

Walker, Beatrice; W. R. Vanderveer,

MeCool Junction; W. M. Knapp, Ber-

traud; G. K. Brown of Brown Brothers,

Omaha; D. S. Van Valkenburg, Minden; C

Omana; D. S. Van Valkenburg, Minden; C. W. Cockrell, Lincola; Mason Gregg, Lincola; George F. Milbourn of Sewell & Co., Minden; C. D. Bessie of Scott & Bessie, Kearney; Robert Dorgan of Brewster; S. P. Anderson, Beatrice; G. W. Wirt, York; G. K. Kieker, Lincoln; E. T. Scott, Holdrege; A. B. Jaquith, C. H. Fowler and W. N. Nason of Omana.

R. P. Thompson, an inspector of St. Louis and one of the best judges of grain in the country, was present and on invitation opened the meeting with a few remarks on

the advantages to be derived from a ware-house law and state inspection. This set the ball rolling and a general interchange of ideas followed. It appeared to be generally

agreed that a warehouse law and good, hon-est inspection was advantageous to the best interests of the state, and at the request of

the chairman different grain men gave their dea of what inspection should be adopted in

Mr. Gregg of Lincoln, who was the first to

express an opinion, was in favor of adopting Chicago's standard of inspection for both winter and spring wheat and the St. Louis

with Mr. Greeg. Mr. Scott of Kearney was in favor of Chi-

are scott of Real and St. Louis on core and oats, advancing good reasons in

support of his opinion. Mr. Kendall of Lincoln agreed with Mr

Mr. Van Vaikenburgh of Minden was afraid that Chicago inspection was rather rigid on wheat, but would not think it any

reat objection. A. B. Jaquith of Omaha, in response to a

question, said that he believed Ghicago grades would be nest for Nebraska on wheat, but suggested that Minnesota had a very good

provision. Under the inspection rules of that state, wheat which would grade No. 2,

Lemon

W. Cockrell, also of Lincoln, agreed

Nason of Omatia.

Nebraska:

grades for corn and oats.

matter over in an informal way.

a similar provision should be made in the Nebraska inspection. At this point the talk became general and the grain men gathered about the tables where W. N. Nason, secretary of the Omaha board of trade, and R. P. Thompson, the St. bound of the state, had placed in tins samples of the different grades of grains as inspected in Chicago and St. Louis. The examination of these samples and the discussion of different topics connected with the grain business in an informal way, occupied the attention of the company balance of the time. Meanwhile Mr Koontz of the board of transportation ob-tained the written opinion of those of the grain men who had not alroady expressed themselves, but it was found that there was practically no difference in their ideas as to what grades should be established in Ne braska. The board has some time yet in which to make up the rules governing the inspection, but it is generally understood that they will follow the plan suggested by the grain men and adopt Chicago inspection on wheat and St. Louis on corn and cats. Barley, rye and flax did not receive much attention as there is not much difference in the grades on those grains at the different points, but the general opinion was that Chicago inspection should be followed. It might be added that the board of transportation has now printed copies of the wareouse bitl which can be obtained on application to the board. The Howe scale took first premiem at Phila delphia, Paris, Sydney and other exhibitions. Borden & Selleck Co., Agts., Chicago. Jackson Has a Paper. The Utah American is a new journalistic venture that has blossomed out in four-page glory in the Salt Lake field, with C. M. Jack son at the heim, Mr. Jackson was formerly connected with The BEE, and is well known n Omaha. The American is decidedly racy, C and will undoubtedly prove very interesting reading, especially for the opposition. It is published in the interest of the liberal party, ad the management assures the public that it has come to stay. DeWitt's Little Early Risers. Best little oill ever made. Cure constipation every ame. None equal. Use them now. DELICIOUS DELICIOUS Flavoring where. Extracts NATURAL FRUIT FLAVORS. Vanilla .) Of perfect purity. " Of great strength. Orange = Economy in their use Almond Rose etc., Flavor as delicately and deliciously as the fresh fruit.



ALLAN LINE

MONTREAL and QUEBEC TO DERRY and LIVERPOOL CABIN, \$9 to \$90. According to Steamer and location of Stateroom. Intermediate and Storage at low rates. NO CATTLE CARRIED. NO CATTLE CARRIED.

NO CATTLE CARRIED SERVICE OF ALL LAN LAINE NEW YORK and GLASGOW, via Londonderry, every Fortulght Erd July, STATE OF GEORGIA, II A. M. August 5th, STATE OF NEVADA, 10 A. M. Aug. 2 th STATE OF NEBRASKA, 9 A. M. CABIN, 835 np. Return, 455. Steerage #1 Apply to ALLAN & CO., Unicago, H. E. MOORES, Watanah Tickot, Office, W. F. VAIL, Burlington Ticcet Office



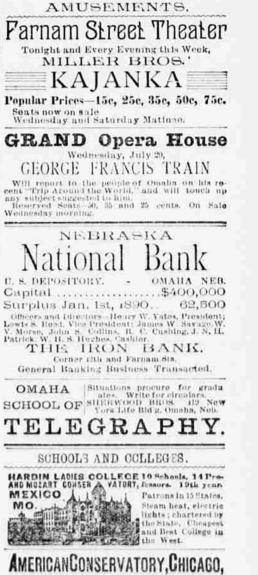
HOTEL.

The Murray, cor. 14th and Harney, is the most substantially constructed hotel building in Omaha. Several heavy brick firewalls running from basement to roof. All ceilings and floors lined with Asbestos fire proof lining, making it impossible to burn quick. Fire escapes and fire alarms throughout the building. Steam heat, hot and cold water and sunshine in every room. Table unsurpassed any-B. SILLOWAY, Proprietor.



UNION DEPOT HOTEL.

Corner 11th and Mason Streets: Half block west Union Pacific and B & M Deputs New building, new furniture, every thing first-tass, coolect location in Oceaha, view of entire surrounding country, gas, both electric call buils etc. Rates, H.O. and H.G. Every line of eable and motion fars, pass within one block except thermar Avenus and Ranseom Park line, to locks away and you can transet to khow if you wish.



CHICKFIEING HALL, WATASH AVE, & JACKSON NT. Distances of Maxie, Distantic Act, Delisate, Tearbury Train-g School, Unsurpassed advinitions at moderate cost, Catago g mailed tree. J. J. HATTSTAEDT, Director.



MUSIC CONSERVATORY. Four. Address P. HULLAND, Spect Angeles Modely Print Four. Address P. HULLAND, Spect Accessmentation, Ed.

KENTUCKY MILITARY INSTITUTE

DEAR FRANKFORT, KY. OPEN THROUGHOUT THE YTAR The second torm of this academic year logins first fonday in July and closes third Wednosday in

Descender next. Con. D. F. HOYD, Supi. Post-Office, FAUMDALE, KY. Illinois Military Academy, Morenan Preparation

for Collinge or Business. For entitlogue apply to Principals

SCHOOLS OF LEXINGTON, MO.

BAPTIST FEMALE CULLEGE GENTRAL COLLEGE SOBAYOUNELAPIES ELIZ, AULL FEMALE SEMINARY WENTWORTH MILITARY AGADEMY SEND FOR CATALOGUES.

Shea Charged with Theft. W. H. Warden, a driver for Oliver Maggand, who lives at 1019 South Twenty-fourth street, made complaint to the police last night that he had been robbed of \$10 on the night of July 27 at the corner of Fourteenth and Dodge. Warden was standing on the corner talk-