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In the State of Nebraska, South of the Platte River,

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FOR TERMS and INFORMATION

Address

W. C. BROOKS, Secretary,

BEATRICE, NEBRASKA.

STILL RETAINS POSSESSION

Governor Thayer Will Now Await His Attorneys' Decision.

NO PROBABILITY OF AN EARLY CHANGE

Rumor Declares That Lieutenant Governor Majors is Authorized to Recognize Governor Boyd's Title if Circumstances Warrant the Act.

LINCOLN, Neb., Feb. 6.—[Special to THE BEE.]—The air has been thick with rumors today concerning the gubernatorial situation but it may be said emphatically that absolutely nothing has transpired to change the situation from its status of last evening. One report had it today that Governor Thayer had this forenoon sent a communication to Governor Boyd informing him that he could take possession at once. This report was once found to be untrue. Governor Thayer will be guided solely by the advice of his attorneys in the matter, and until they come to some definite conclusion no action will be taken. This much may be said: A decision in the case will in no way be delayed by the absence of Governor Thayer from the state. If the attorneys who are advising Governor Thayer and in whom the governor has placed his confidence, arrive at a conclusion next week, and that conclusion is favorable to Governor Boyd, he will be tendered possession of his office at once and without further delay.

Lieutenant Governor Majors in Charge.

During the absence of Governor Thayer in Texas Lieutenant Governor Majors will assume the executive functions of the office. He was verbally notified of the proposed absence yesterday afternoon and signified his intention to be at the governor's office Monday afternoon or Tuesday morning. The sensational statements that he will turn the office over to Governor Boyd as soon as the state is in his hands are entirely without foundation. A definite understanding has been arrived at and the situation is exactly the same as it would be if Governor Thayer was to remain at home. It is stated upon the best of authority that Lieutenant Governor Majors has in his possession a written document fully authorizing him to give way to Governor Boyd whenever the attorneys who have the matter under advisement authorize him to do so. It is further believed that Governor Boyd fully understands the status of the case and will not be misled by the rumors which have been expressed for the identified position that has been assumed by Governor Boyd during the past week. His refusal to add an element of bitterness to the discussion and his apparent willingness to let matters take their course unimpeded by any hasty and ill-considered move on his part has won for him the admiration and commendation of men of all parties.

Attorney G. M. Lamberton's Views.

Attorney G. M. Lamberton was seen this evening in regard to the conference held by Governor Thayer's attorneys at Omaha yesterday afternoon when he was asked for his view of the status of the case. He said that Governor Thayer's attorneys will come to no conclusion in regard to the matter until a certified copy can be secured of the decision of the clerk of the United States supreme court writes in reply to their request for a copy of the decision that the decision has been printed and is now in the hands of Chief Justice Fuller for correction before being sent out. Any correction made by the chief justice will be in the nature of changes in the grammatical construction of sentences, punctuation, etc., and will, of course, not affect the decision itself. As soon as a copy of the decision can be secured, he will be possible to come to some conclusion. Mr. Lamberton declined to say just how soon a copy of the decision can be secured, but the inference is that it will come within a very few days. Until it received it is morally cer-

tain that there will be no further developments of interest to the public.

An Official Opinion.

State Superintendent Gouley today rendered an opinion on a matter of no little importance to school boards and school teachers all over the state. The question has frequently arisen within the past few weeks as to whether a teacher is entitled to pay for time lost on account of the school being closed by order of the board on account of sickness in the school, such as diphtheria, etc. It has always been held in this state by former superintendents that under such circumstances a teacher could not collect pay for time so lost. The unjustness of this ruling has always been apparent, but the department has had no official decision on the mooted point from the Nebraska supreme court until the court of another state. Recently, however, the supreme court of Michigan handed down an opinion which covers the case and it is upon this opinion that Superintendent Gouley based his decision today.

It Was Too Large.

An error was discovered today in one of the county reports on mortgaged indebtedness which might lead to the most mischievous results when the state report was tabulated and the total figures incorporated in the annual report. The county clerk of one county in the state reported that the farm mortgages filed for record in his county for the month of January aggregated \$70,888.33. This amount seemed so large in comparison with former reports from the same county that Chief Clerk Downs of the statistical bureau at once made an investigation which resulted in a very material modification of the figures reported. The proper amount was found to be \$7,088.33. Had the first amount reported been incorporated in the annual report the clerical error would have howled themselves hoarse in their frantic efforts to show that the mortgage indebtedness of the state was piling up at an unprecedented rate.

Nelson Westover Appeals.

An interesting case found its way into the district court today. Nelson Westover had some time ago been appointed administrator of the Darman estate and afterwards another person was appointed. When he settled with Widow Carman he offered her some \$3,000 worth of notes in settlement of her claim for \$3,000 which she claimed he had been ordered to pay into court. Mrs. Carman accepted, but afterwards wished to withdraw from the agreement. To this Westover agreed, but the attorney who sold the notes for collection, and who had succeeded in collecting some of them, refused to give up the notes until he had been paid his fees. Both parties refused to pay the fees, and the probate court ordered Westover to pay them. This he declines to do, and has appealed the case to the district court.

Outs and Knots.

Harry Chaffee who was charged with forgery was today bound over to the district court. In default of bail he went to jail. Mary E. Whitman, aged 34, dropped dead at her home last night from the effects of a severe attack of the grip. One-twelfth of the votes in the Waite-Baker contest have been canvassed and the result is a net gain of seven votes for Mr. Waite. Baker's plurality was 141.

DENVER HAS A BIG FAILURE

Western Farm Mortgage Trust Company in the Hands of the Sheriff. DENVER, Colo., Feb. 6.—The Western Farm Mortgage Trust company is in trouble. An injunction was issued yesterday, restraining the present manager from conducting any further business, and asking that a receiver be appointed. A suit was also instituted by Henry Anstice asking for the payment of a \$1,000 debenture bond and interest on the same for one year. Nor is this all. Deputy Sheriff Hay last night took possession of the office and fixtures of the company, armed with two attachments—one of \$75 for Stunt & Steurer, and the other for \$1,035 for B. M. Fowler. Rumors for some time past have been detrimental to the company, and on Monday a meeting of the eastern stockholders took

place in Rochester, N. Y. A large number of the largest stockholders are eastern men, and own many thousands of dollars worth of stock. Most of those attended the meeting, and what was done has not yet been ascertained. Two reports have been received here. One is that the meeting has voted \$200 to tide the company over the dull season, which amount, it is claimed, is sufficient to put the concern on a basis on which by good management its reputation can be sustained.

The company was organized about seventeen years ago in Lawrence, Kan., and has done a business which annually amounted to several million dollars. It has at present over \$10,000,000 scattered over the country from Maine to California, as well as many large loans in England. In August, 1890, the company was reorganized and incorporated under the laws of Colorado, with headquarters at Denver.

The "Hold your wheat" circular" was the cause of the failure, as the farmers were holding their wheat and had no money to meet their debts. The officers claim that if given time the company will get on its feet again. No more attachments have been levied on the Western Farm Mortgage Trust company of this city. The only new move in the matter is in the appointment this afternoon by the district court of George W. E. Griffith of Denver as receiver of the company. The officers of the company say that embarrassment of the company is only temporary.

Restraint on Disposing of Assets.

LAWENCE, Kan., Feb. 6.—Judge E. E. Shaw of Leavenworth, Kan., attorney for Abram S. Brower and Charles Biddie of Pennsylvania and other stockholders filed suit in the district court today against the Western Farm Mortgage Trust company of Lawrence, Kan., and American Real Estate and Trust company of Denver, asking that they be restrained from disposing of their assets. The petition alleges that various companies are manipulating the business to the disadvantage of the stockholders. Temporary restraining order was issued by the court. The suit is brought in view of attachments sued out against the Western Farm Mortgage company at Denver yesterday.

Dr. Cullimore, oculist, Bee building

ARRESTED AN ALLEGED MINISTER.

Rev. A. Samuels of Chicago in Jail for Working the Railroads. CHICAGO, Ill., Feb. 6.—In a letter to Chairman Finley the Rock Island called attention to a person now languishing in the county jail here who represented himself to that road as Rev. A. Samuels, a duly ordained minister of the Calvary Congregational church of this city. On this representation a clergyman's hall fare per mile ticket was furnished him and it was afterward found that he had sold it to a broker. The man was arrested while selling clergyman's permits, of which he had several. The Rock Island notifies Chairman Finley that the ticket issued by that company has been nullified.

Ran Ashore.

NORFOLK, Va., Feb. 6.—Early this morning the British steamship Polyneesian of the Allan line, bound for Baltimore from Liverpool, ran ashore near the lighthouse at Cape Henry. She had on board an assorted cargo and had been out from Halifax since the 2nd inst. She is lying easy, 1,500 yards from the beach, with the crew all safe. The steamer Rescue, with a barge, cables and anchors, has gone to her assistance.

More New York Crankism.

NEW YORK, Feb. 6.—A crank who gave his name as Peter Leonard was arrested early this morning in front of Inspector Byrnes' house. He has been hanging around there for some days and says that Inspector Byrnes has \$500 of his money, which the inspector, he claims, invested in the Louisiana lottery, and he wants his money. The crank was taken to Bellevue hospital for examination.

Shot Through the Brain.

CUSTER, S. D., Feb. 6.—[Special Telegram to THE BEE.]—William Carl Jacques, aged 3 years, accidentally shot himself with a revolver. The bullet entered the inner corner of the left eye, ranging upward through the brain, causing instant death.

CHECKS GO WITH THE BIDS

County Commissioners Establish a Precedent After Much Consideration.

WHERE DOES THE COUNTY CLERK FIGURE

Fine Combs and Whisky, Used in Forwarding Public Health, Will Be Paid for by the County When Properly Ordered.

The Board of County Commissioners held the regular weekly meeting yesterday afternoon. Most of the time was consumed by Major Paddock. His first move was to read County Clerk Sackett and it happened in this way:

At a prior meeting Mr. Sackett had been instructed to invite bids for furnishing groceries, meat and soap for the county hospital; ice for the court house and jail, and lumber for bridges. Following out these instructions, the clerk had so advertised and the usual number of bidders had responded. The bids without being read were opened and referred to the respective committees. Mr. Sackett asked what was to become of the certified checks that accompanied the bids. He stated that in some instances when bids had been handed him, upon being informed that they contained checks, he had given receipts.

Duty of the County Clerk.

Major Paddock arose and demanded to know by what right the clerk assumed the authority of receiving for bids or checks. The bids were the property of the board, and the clerk had but one duty to perform, that of receiving the papers and turning them over to the board. Mr. Sackett understood that the checks were made payable to his order, and for that reason he felt that he was personally responsible for their safe keeping. "What right have you to assume such a proposition?" demanded Major Paddock. "The bids, you know, are to be turned over to the chairman."

Mr. Berlin stated that such an idea was the greatest assumption upon the part of Major Paddock. The bids were clear and provided that all bids should be received by the county clerk. He insisted the major to show any law by which the chairman or any other member of the board had any right to touch the bids until after they were opened by the clerk and referred to the proper committee. The chair did not know where the checks should go. He thought they might remain with the bids and pass into the hands of the committees and again he thought they might be left with the clerk to be locked in the vault.

Mr. Berlin insisted that he did not want to be held responsible for any of the checks. He was not the chairman of any committee, and in fact was only a small minority. Major Paddock was of the opinion that the chairman of a committee was the responsible party, and that such chairman was capable of looking after any checks that might get into his hands.

Chairman Timme then rendered the opinion that the checks would be safer in the hands of the clerk, but upon a vote being taken he was changed, and they were left with the clerk. The matter is thought to be settled.

Must Never Do It Again.

Major Paddock indulged in another little talk. He stated that he had examined the

drug bills of Alfred Schroeter, \$22.90 for the month of November and \$20.35 for the month of December, 1891, and had found them correct. The articles charged had been furnished, though some of them had not been furnished on the orders of persons who were very high up in authority. He had found that the county had been charged with wines and liquors, toilet articles and other things that were more ornamental than useful, but in most cases the purchases were of articles that were for the public health. He hoped that in the future the druggist would not accept orders from persons in supposed authority, but would deal exclusively with the county physician or the county commissioners when trading with Douglas county. With that understanding the bills were allowed.

The bond and contract of H. B. Mayor for constructing a pile bridge over the north arm of Cut Off lake was presented and approved. For this bridge the county pays at the rate of \$4.80 per lineal foot. The bridge will be about 500 feet in length. W. A. Shearer asked to be appointed constable of West Omaha precinct; referred.

The board received information from the officers of the insane asylum at Lincoln that Douglas county had six incurables in that institution, and that they should be removed at the earliest possible date.

During the pendency of a discussion of whether the clerks in the office of probate judge should be paid out of the general fund of the county, or whether they should be paid out of the fees of the office, the board adjourned to meet again Wednesday afternoon.

RAISED A VOUCHER.

Evidence in the Trial of Major Overman by Court-Martial. CLEVELAND, O., Feb. 6.—At the Overman court-martial today Colonel Gardner, for the accused, admitted that Major Overman received \$3,450 from a firm at Saginaw, Mich., as an engineer officer, and failed to account to the government for it; it was also admitted by Gardner the major received sums of money said to have been received by him in specifications of the first charge, and that he failed to account therefor, but the fact that such receipts were available for that money was intended for military service is denied. Several witnesses were then examined.

Evidence was introduced by the prosecution to show that the defendant bought for his own use a lot of pearl-handled knives and charged them to the government as bayonets. Evidence was also introduced to show that William Harris, who was accounted for on the pay roll as watchman, boatman and gauge reader, was really employed as Major Overman's coachman.

Mr. Lamson, a member of the dry goods firm of Lamson Brothers of Toledo, produced a bill for cambric, amounting to \$2.00. The voucher for this, it is claimed, was raised to \$2.50 and credited to machinists' services for help and for material. Mr. Lamson said he did not furnish machinists or material to Major Overman. Court adjourned until Monday.

FIGHTING AGAINST MILLISM.

Anti Will Endeavor to Capture David's Snag Convention.

NEW YORK, Feb. 6.—The following has been issued by a committee of members of the democratic party who are opposed to the calling of a party convention in February: The state committee has called a convention for the 23d of February for the manifest purpose of electing delegates to the national convention. It is the duty of every member of the party to influence the political action of other states by an apparent unanimous delegation of New York in favor of the preferred candidate of a majority of the committee.

This action of the state committee we have opposed and shall continue to oppose to the end that all democratic electors of the state shall have full opportunity to be represented and heard. The notice concludes as follows: In our judgment you should fight at the primaries to elect delegates who regard the "snag" convention as detrimental to the true interests of the party, and who, in taking their seats, will move that the convention dissolve without taking action and, above all, we counsel constant and earnest devotion to the great issues which carried the party to victory in 1888, and absolute loyalty to the candidate who shall be declared by the national convention of the party to be the best and truest representative of these principles.

Dr. Cullimore, oculist, Bee building

RAISED ITS SWITCHING RATES

Excessive Charges Made by the Union Pacific for Handling Cars.

COMPETING ROADS ARE THE SUFFERERS

Goods Transferred to Rival Lines by Teams—An Endeavor to Control Omaha's Freight Business—Opinions of Prominent Wholesale Dealers.

The Union Pacific railway has entered on another spell of grief. It raised its switching charges last week and now it has a pretty little fight on its hands. Arrived against the big government corporation are all the other railroads entering Omaha, as well as many of the manufacturing and jobbing firms.

Union Pacific officials say the advance was made because the old rates were not remunerative. Other parties to the controversy think it a scheme of the Union Pacific to freeze other railroads out of Omaha business. One of the first results is a loss of revenue to the Union Pacific because other lines are handling the goods of their customers by team instead of paying the increased tribute demanded by their competitor.

Most of the warehouses of the big shippers having transship are located on the Union Pacific. The company exacts a toll for every car load of freight transferred to or from other lines. Most of this toll falls upon rival roads of the Union Pacific, because most of the business is to or from competing points. For example, there are four other lines in Lincoln, and any one of them will assume the switching charge if it is possible thereby to get a consignment away from the Union Pacific. So, too, in shipments other roads, in their eagerness for business, will pay the toll for handling cars from their own track to warehouses located on the Union Pacific track.

Most of the towns having merchants who buy in carload lots of Omaha houses are competitive points, and the jobbers are not particularly averse to the use of shipments to noncompetitive points like Chadron on the Elkhorn or Minden on the B. & M. The Omaha wholesaler has to pay the switching charge.

Controls the Situation.

The Union Pacific controls the situation in the jobbing district of Omaha, and has divided it into five switching districts. Under the new tariff between points in the same district is \$3; between points in other districts and points in another the charge varies from \$4 to \$5. According to the testimony of the jobbers these figures are an advance from \$2 to \$3 per car for transportation. The tariff has been increased in instances from \$3 to \$4, from \$2 to \$3 and from \$1 to \$2.

John Gallagher of Paxton & Gallagher, said in discussing the matter: "The action of the Union Pacific is outrageous. For such a change in the switching rates to the B. & M., a distance of less than three blocks, the old charge was \$1 and now it has been raised to \$4. Rather than submit to the robbery we are having our goods transferred by team and that only costs \$3 a car load. We have sent consignments to competitive points on the Union Pacific which paid that road \$50 to \$60 per car for transportation, enough to pay the increased revenue from switching charges for a month. It may be a wholesome lesson to divert a few such shipments to competitors. The jobbers of Omaha are not dependent on the Union Pacific on transcontinental business, and they ought to unite in resisting the action of that robber concern by giving their far west-ward business to another line. It looks as though the Union Pacific officials were trying to bleed Omaha to pay dividends on watered stock, but there is some consolation in knowing that they are not successful, and that big sums are going to Omaha drymen instead."

Dr. Euclid Martin of Parlin, Oreadorf &

Martin said: "Our switching charge has been increased from \$3 to \$4, although the B. & M. track is only two or three blocks from our warehouse. We have been too busy to give the new schedule much thought, but it is a matter of considerable importance. We are loading nine cars today. Customers frequently buy a half car load of goods of us and direct us to have the car switched to another firm's warehouse for the balance of its load. That means a switching charge, and the annual aggregate of these items is a big sum. The increased charge seems to us to be unreasonable and unwarranted."

Trying to Gobble All the Business.

Said Mr. Dudley Smith of D. M. Steele & Co.: "It looks to me like a scheme of the Union Pacific to gobble the business to competitive points. If the other railroads should refuse to pay the switching charge, the jobbers would naturally ship by the Union Pacific. As a matter of fact the competing roads have refused to submit to the increased toll and are hauling goods by team rather than pay the switching charges. The old rate from the Elkhorn tracks to our warehouse was \$2. Now it is \$4. We have received fifteen cars of flour from Minneapolis the other day by way of the Chicago, St. Paul, Minneapolis & Omaha, and that road delivered the goods to us by team. Ordinarily it takes a day and a night for consignments from Minneapolis to reach Omaha, and then three or four days to switch the cars from the Webster street yard to our warehouse. The fifteen cars of flour were delivered to us by team inside of a day without cost to us, so that we cannot complain about that. "There goes a load now," pointing out of the window to a dray, "that the B. & M. is taking to its cars by team rather than pay the switching charge, because it can do it more cheaply that way."

Mr. John S. Brady of McCord, Brady & Co. said: "The action of the Union Pacific is not to our liking. It looks like a fight between the roads. On freight having a low tariff like coal and lumber a heavy switching charge might prove a disadvantage to the goods. The fact of being an active competitor as they have been. The B. & M. asked us if it might transfer our consignments by team to its cars. We refused. Back of all leaders stands the railroad bears the expense, and the Union Pacific is losing the switching revenue. The Union Pacific has controlled the situation, but its competitors may bring it to time yet."

Dr. Cullimore, oculist, Bee building.

Objects to the Committee.

NEW ORLEANS, La., Feb. 6.—The following letter from Hon. A. Leonard, republican nominee for governor, to Chairman Cagle of the republican state central committee, explains itself: "The campaign committee which you have appointed is not, in my opinion, in harmony with the sentiments of the late state convention of the republican party. I believe that convention meant what it said. At all events, so far as my voice in it went, I meant what I said. I must, therefore, decline to cooperate with that committee. Back of all leaders stands the republican party. To the party appeal, let us come. Let us have such an appeal as will be acceptable to all republicans."

Profits from the Big Parkers.

BOSTON, Mass., Feb. 6.—A circular has been issued by the Chicago Junction Railway and the Union Stock Yards company calling a meeting of the stockholders March 1 to change the by-laws and approve the contract with Armour, Morris, Swift and others. The circular says the live stock purchased by these packers at the yards for the company are a source of over 50 per cent of the income of the yards and the removal of these packers would result in a corresponding loss to the company's income.

Remarkable Decision by a Texas Court.

GALVESTON, Tex., Feb. 6.—The state supreme court has rendered a remarkable decision in the case of Turner vs. the Missouri, Kansas & Texas road. Cross and Kilday, receivers, John Turner's mother sued for damages and secured judgment for the death of her son, who was killed on the railroad. The case came up on appeal and the judges decided that inasmuch as the law omits mention of receivers as liable, they cannot be held responsible for damages.

Dr. Cullimore, oculist, Bee building