

N. B. Falconer.

Our Annual Spring Opening Takes Place Tomorrow Evening.

The European and home markets have been thoroughly searched for novelties and you will see the latest productions at the opening tomorrow evening. All are invited.

Men's Furnishing Department.

Men's fancy colored bordered handkerchiefs at 10c, 3 for 25c.
50 dozen gents' balbriggan 1/2 hose in tans and slates at 12 1/2 c a pair, worth 25c.
60 dozen men's fast black 1/2 hose at 16-20 c a pair, regular price 25c a pair.
55 dozen men's fine 40 gauge oyx dye 1/2 hose at 25c, best value on earth.
Extra fine quality and heavier weight drop-stitched 1/2 hose at 35c, 3 pair for \$1.
25 dozen men's fancy silk Teck four-in-hand scarfs at 20c, worth from 50c to 75c.
100 dozen fine French lisle thread 1/2 hose for 25c a pair, actual value 50c.
25 dozen men's outing flannel negligee shirts for 50c each, extra value.
30 dozen medium-weight dark-colored cotton and wool mixed negligee shirts for \$1, worth \$1.75. See them.

Fine Madras cheviot outing flannel, all wool and silk negligee shirts, from \$1 to \$4.50. Black sateen shirts at \$1, \$2, \$3.

Ladies' Hosiery Department.

Ladies' fast black seamless foot hose for 15c a pair.
96 dozen extra fine quality onyx dye hose for 25c a pair; guaranteed absolutely fadeless.
45 dozen superfine 4 thread Macco cotton, 35c pair, 3 pair for \$1. Ask to see them.
Fine French lisle thread onyx dye, 30c a pair, bought to sell at 50c.
A large line of opera shades with onyx dye boots, colors and blacks, both guaranteed absolutely fadeless, at 50c a pair.
Ladies' fine jersey-ribbed vests at 15c.
Ladies' extra fine Sea Island cotton jersey-ribbed vests at 25c, 35c and 50c; best value ever shown.
Heavy weight, with long or short sleeves, with high or low neck, at 50c.

N. B. ALCOCK.

Books! Closing! Out!

We have determined to close out our book department. We want the room. Mr. Falconer tells us to sell them quick; no matter about the loss.

Tomorrow! The Sale! Starts!

BOOKS AT 5c.

1,000 bound novels, stories for men, women and children, just the thing to while away an idle hour with, and at the price, 5c; pick up your catalogue, see what the cheapest 12 mos. are quoted at. 20c each! Well, ours are only 5c for this sale; just the same, too. Limit 3 to a customer.

NOVELS AT 1c.

All our paper novels, good titles, 25c and 35c books.

AT 28c.

All our 50c paper novels, latest stories.

AT 13c.

Now for the children. 1,000 juveniles, all the old and the new stories; bound to please; never sold at less than 25c, go at 13c.

AT 25c.

500 \$1 juveniles, suitable for children from 8 to 15 years old. Home Spin Yarns, Holly and Mistletoe, Good Times, Boys and Girls Annual, etc., etc. Board covers, tomorrow 25c each. Buy for next Christmas; you'll pay \$1 then.

12 MOS., 29c.

600 50c and 75c 12 mos. Replenish your library; you will never have a better chance. Only 29c each for these handsomely bound books; you will pay 50c and 75c anywhere else.

33 PER CENT OFF ON ALL OUR SETS.

Shakespeare, Dickens, Scott, Cooper, Emerson, Rollins' Ancient History, in cloth and half calf; Elliot, Thackeray, Irving, Ruskin, George Eber, Macaulay's Essays and Poems, The Duchess, Bulwer Lytton, Plutarch Lives, Rollo Books, Sophie May Books, Green Mountain Boys series, etc., etc., in cloth; History of Greece; by Robinson; History of Russia; by Rambold; Carlyle's French Revolution, Carlyle's Frederick the Great, etc., etc. Many of the above sets are already marked down; the discount comes off all. 33 per cent off our prices means a saving of fully 200 percent on catalogue prices. This is certainly the greatest opportunity ever offered to a book loving public.

BOOKS AT 75c.

500 miscellaneous books, poets, standard works and novels, all handsomely bound, ranging in price from \$1 to \$1.50, closing price, 75c.

Mail orders filled but we cannot pay transfer charges at these prices.

Allen's edition Encyclopædia Britannica, 15 volumes, cloth, \$24.68, 30 volumes, \$29.93; half Russia, \$38.33; sheep, \$50.

Americanized Britannica, 10 vols., cloth, \$12.60; sheep, \$16.27; half morocco, \$17.80.

500 boxes Agawam Bond Stationery, 11c.

300 boxes of extra fine stationary, 65c and 75c goods, sale price, 25c.

Sale starts tomorrow at 8 a. m. sharp.

N. B. FALCONER.

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Spring Opening.

Monday and Tuesday, March 21 and 22, we will exhibit to the trade, French pattern hats and bonnets and imported millinery novelties.

Black Goods.

42-inch English cashmere, a great bargain at 39c.
40-inch pure mohair brillianite, our regular 75c cloth, for 50c.
46-inch all wool French serge, on special sale Monday, 75c.
40-inch pure silk warp Henrietta cloth, light weight for spring and summer wear, splendid value at 95c.

Colored Dress Goods.

Spring dress goods in colossal quantity. A metropolitan assortment to select from. The cream of the markets collected together, making one of the grandest displays ever shown in the west.
This will be bargain week.

42-inch soft wool chevrons in mixtures, shot and striped effect, splendid value at \$1, this week 65c.
40-inch all wool chevrons at 58c, a great leader, and worth 85c.

At \$1 we are showing a great many beautiful weaves and shadings; latest ideas; quality the best.

Wash Goods.

30-inch Bedford cords, beautiful designs, 12 1/2 value 18c.
36-inch Bedford cords, 15c, worth 20c.

Monday we again offer our silk-finish melancis, new French satines, Persian cords, and a fine line of French and Scotch ginghams; all at one price, 19c. These goods are worth double this price. Never before have we placed on our counters such a bargain. Come and see for yourself.
Broche satines self-colored figures at 40c; Just opened, new ginghams, at 12 1/2, 15c and 25c. New French penangs at 30c.

Drapery Department.

For a genuine bargain you must see our Brussels net lace curtains, 3 1/2 yards long, full width, and the price only \$8.90 per pair. It is elegant, and as we have only a few pairs, come early so as not to be disappointed.

Plain chenille portiers, fringed top and bottom, all the latest colors to select from; price, \$5 a pair.

A very handsome portiere with dado top and bottom, heavy fret work fringe, all colors, only \$6 a pair.

EXCITING SCENES IN COURT.

Judge Scott Fines Two Attorneys for Contempt in Morarty's Case.

SENTENCED THEM TO A DAY IN JAIL.

Demand of the Court that an Objectionable Exception Be Withdrawn—Testimony in the Boodle Case—Mr. Squires' Story.

The trial of the case of the state against ex-Councilman Edward F. Morarty, charged with having solicited a bribe of \$2,000 from C. E. Squires, the street sweeper, and against whom an indictment was returned, was commenced before Judge Davis yesterday morning. County Attorney Mahoney appeared for the state, with W. J. Clair and Silas Cobb looking after Morarty's interests. The trial, while not sensational, had good features and held the attention of the crowd.

The greatest attraction, however, was a little side play that was put on as court adjourned at noon.

Friday the attorneys for the defense filed a motion to quash the indictment, alleging that in his charge to the grand jury Judge C. R. Scott had uttered words that were of an inflammatory nature and were intended to prejudice the minds of the jurors. The motion was overruled before the jury was drawn, and at noon, just as the jurors, lawyers and spectators were leaving the room, Judge Scott took a seat upon the bench and remarked to Messrs. Clair and Cobb that he would like to have them remain a moment.

Praying the motion to quash the indictment from his pocket the judge said: "Gentlemen, will you look at this and tell me if it was signed by me."

They both admitted that they had attached their signatures to the motion to quash, which had been filed with the clerk. Asked for an explanation.

Judge Scott started to inquire why the motion had been filed.

Mr. Clair wanted to make his explanation, but was promptly called down by Judge Scott, who said: "Wait a moment, Mr. Reporter, you take this down."

Continuing Mr. Clair said: "I am now speaking for myself and not for Mr. Cobb. I filed this motion in order to protect myself in a position to go to the supreme court if the case went against my client. The charge to the grand jury I had was not such as is contemplated by the statutes of the state."

Mr. Cobb said he was a party to the filing of the motion, but that he acted in good faith without any intention of casting any reflection upon the court. He did it after having consulted with one of the oldest members of the bar.

Judge Scott demanded the name of the attorney with whom Mr. Cobb consulted.

"I refuse to give his name," answered Mr. Cobb. "but will state that he is one of the best lawyers in the state. I do not say this to clear my skirts, but to show my good faith. I consider it my duty as an attorney to take every opportunity that presents itself to advance the interests of my client. This I do not do on account of any disregard toward the court, but to strike the objectionable clause from the motion."

ping before the judge said: "At the present time I am not prepared to strike anything from the motion. If I am called upon to say now to never, my answer is, never. If I am permitted to consider this matter for an hour or two I might decide to strike the claim from the motion, but I am forced to give my answer now, I will say that nothing shall be struck from the motion."

Called for the Sheriff.

Judge Scott evidently was not expecting that the two young men would present such a front. He looked around the room he said: "Mr. Bailiff, tell the sheriff to come in here." "That officer put in an appearance and stood beside the bench, while the court made this entry upon the court journal. "Defendants in open court state that they are each responsible for the matter stated in the first count of the motion to quash the indictment in the case of the state of Nebraska against Edward F. Morarty, and that they know that the matters therein constituted no ground for quashing the said indictment; thereupon the court gave the defendants an opportunity to strike out the first count of said motion, to which they each said in open court that they would not do so. The matter in said first count being, that the charge given to the grand jury, which found the indictment herein, by Honorable C. R. Scott, judge, was inflammatory and prejudicial in this, that said charge aroused the prejudice of said grand jury, so that they were not fair and impartial grand jurors. "The defendants are therefore adjudged to be in contempt of court and they are each sentenced to pay a fine of \$25 and be imprisoned in the county jail for the period of twenty-four hours, imprisonment to commence when the case now on trial in this court, in which they are attorneys, shall have been closed."

Kept the Stenographer Busy.

After the entry had been made the two lawyers were invited to stand before the bar. Complaining with the invitation the court read his entry.

Mr. Cobb started in by saying, "I—"

"You have nothing to say," answered the court as he was leaving the bench.

Mr. Cobb kept right on saying and remarked to the stenographer, who listened and wrote: Attorney Cobb objects to the rulings and findings of the court. He objects to his honor, Judge Scott, leaving the bench and he also objects to the remarks of the court."

"You have nothing to say."

"At this point Judge Scott, overrode and had in hand, returned and resumed his seat on the bench.

Remarking to the reporter, he said: "You take down what I said."

Mr. Clair was upon his feet and quickly remarked: "Mr. Reporter, you will take mine down."

"Now comes the defendant, W. J. Clair, and in open court states that he believed the motion stated grounds for quashing the indictment; that he said Clair asked permission to consider the proposition of whether or not he would withdraw the motion, but that such permission was refused by the court, Hon. C. R. Scott, judge, and that he had no other alternative but to leave the bench with an explanation was being made."

Some Spleen Crossing.

Mr. Cobb asked if there was any appeal from the decision of the court.

"That is not for me to say," answered the court.

"Can I give bond?" asked Mr. Cobb.

"You will not be put under bonds while you are trying this case," remarked the court.

"But after it is through?" interrupted Mr. Cobb.

"Don't cross the bridge until you reach it," suggested Judge Scott.

Mr. Cobb insisted that he did not want to go to the jail.

The judge stated that he hated to have either of the young men go to jail, but he wanted them to respect the court, not himself.

Mr. Cobb wanted to know if there would be any chance to give bonds.

The judge said he would give them another chance. When they got through with the case he would give them an opportunity to strike out the offensive matter from the motion.

"I would like to take time to consider this proposition," answered Mr. Clair.

"It is my turn now," responded Judge Scott, "and you cannot take time."

Mr. Cobb displayed his nerve, and stepped

the motion and apologize, I will hear you."

He proposed to treat every member of the bar in a gentlemanly manner, but he proposed to never, my answer is, never. If I am permitted to consider this matter for an hour or two I might decide to strike the claim from the motion, but I am forced to give my answer now, I will say that nothing shall be struck from the motion."

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that he had served upon committees with Mr. Morarty and had always found him square and honorable.

Contractor Squires Tells His Story.

C. E. Squires, the street sweeping contractor, was the next witness. The bills were referred to a special committee composed of Messrs. Morarty, Olson, Dunlap, Bruner and Cooper. The bill of \$3,000 for street sweeping was passed by the council, voted by the mayor and then referred to the committee at some date in July, 1891.

The meeting was held in Mr. Olson's office. Morarty, a member of the committee, was present and the bill was discussed. After the meeting adjourned witness went to his office in the Hamge block. A few moments later Morarty visited the office. In a conversational tone he told Morarty told Squires that he (Squires) was foolish, as he did not know how to handle such a matter.

Mr. Cobb objected to the testimony, as Mr. Squires had not given the date on which the conversation was had.

Judge Davis overruled the objection. Morarty told him that if the bill went into court the costs of suit, including the loss on the bill, would be \$4,000.

"That is what you do then?" asked Mr. Mahoney.

"I put my hand in my pocket and took out a silver dollar. Then I asked Morarty if I could get the bill through for that I'd be paid if I would pay the amount."

"Mr. Squires, you will swear before this court and the jury that Morarty told you that he would get the claim through for \$2,000?" asked Mr. Clair.

"That is what I swear to," answered Mr. Squires.

"Then what?" asked Mr. Clair.

"I took a dollar from my pocket, laid it on the desk and said I would not give that to get the bill through," replied Mr. Squires.

"Do you mean to say that you would not give me \$1 to get a \$3,000 bill through the council?" asked Mr. Mahoney.

"I mean to say that I would not get a city official to vote for one of my bills."

This remark, if it was made, was some ten months before the conference in this affair.

Felt Friendly Toward the Accused.

Upon redirect examination Mr. Squires stated that he felt friendly with Morarty. The conversation held in front of the New York life building was held the day following a council meeting, at which Morarty opposed and assailed the sweeping bill which was before the council. There were no apologies but witness and Morarty

became friendly again. Witness signed a bond for Morarty's brother-in-law and promised to give him a job the next spring. The job was not furnished, simply because in the meantime the brother-in-law was appointed clerk of the police court.

These were followed by ex-Mayor Cushman's veto message, in which he rejected the sweeping bills and recommended the appointment of the special committee.

That was the report of the special committee, favoring the allowance of the bill. All of the papers together with the opinion of ex-City Attorney Poppleton upon the legality of the claim were introduced, after which the state gave notice that it closed its side of the case.

In His Own Defense.

The defense then took its inning with Mr. Mahoney on the witness stand.

Mr. Morarty testified that during the years 1890 and 1891 he was a member of the city council. He knew Squires and had been acquainted with him for a number of years.

The Squires' bills were sent to the council in the regular way. The cause of the trouble in the allowance of the bills was on account of a difference of opinion existing between the mayor, the city council and the Board of Public Works. The first bill went to the committee on streets and alleys and the majority reported in favor of its allowance.

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he went there when he went to see Squires' telephone. The other times he went to see if Squires could give him the brother-in-law a job in the office of the paving gang. Witness denied that he went to Squires' office after the committee meeting was held.

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