mated that he could file any papers he desired in the regular way, but nothing would be done in the wage matter until the disposition of the case pending.

COWIN SWAPS HORSES.

General Cowin, on behalf of the government, then addressed the court on the motion for a rehearing. But the well known attorney had not gone very far in his statement of governmental interests when Judge Caldwell called the general down by inquiring how the government became involved in the case. General Cowin replied that by intervention the government became a party to the suit. But Judge Caldwell wouldn't have it that way and remarked that the United States had no more right to be heard than any other mortgagee and that to become a party the United States would have to do it in the regular way. That it will have to come into court and bind itself to the judgment of the court. Mr. Cowin responded that he had some doubt as to an intervention giving him rights in the case, but if he could not appear for the government he would appear for the receivers, which created a laugh throughout the room, the agility with which Cowin swapped horses, showing that he was considerable of a circus rider.

Mr. Cowin then at considerable length took up the different phases of the question, showing the conflicting orders made in the cases. He argued that the Union Pacific railway had no power to make a contract whereby it pledged its earnings by guaranteeing the payment of the interest upon $15,000,000 of 5 per cent bonds of the Union Pacific, Denver & Gulf company for a period of fifty years. The receivers, he stated, had elected to do so, and that election had been affirmed by Judge Dundy sitting as circuit judge. He further contended that the circuit court for the district of Nebraska was the court of primary jurisdiction and that all general orders affecting the administration of the receivers must be had in this court; that the proceedings in the circuit court for the districts of Colorado were only auxiliary proceedings to the main case in this court. He complimented the operation of the road, but thought the legislative acts providing for the operation were open to much criticism. He spoke for nearly an hour on the general propositions and made what was considered by attorneys a very able argument.

Willard Teller, Judge Thurston announced, would follow General Cowin, and he would close for the receivers of the Union Pacific, although Receiver Anderson might want to say something as to the merits of the case, but Mr. Anderson was averse to be exploited on the court, remarking that what was said would be much better said by Mr. Thurston.

JUDGE TELLER'S ARGUMENT.

There was a very much larger attendance of men distinguished in the law, as well as in trade, at the afternoon session of the circuit court yesterday than were present at the morning session.

Judge Teller, in opening his argument, stated that he presumed the reason the parties were in court grew out of conflicting orders made by Judge Dundy in Nebraska and by Judges Hallett in Colorado and Riner in Wyoming. As to whether or not the order entered by Judge Dundy in January was or was not correct was the question at bar. He then reviewed at some length the causes leading up to the receivership and the part played by John Evans in going into the Colorado courts and asking for a separate receivership, which he obtained through Judge Hallett. The only reason for the appointment of Mr. Trumbull was that specific performance should be insisted upon on the part of the receivers of the Union Pacific. On the 13th of October the Union Pacific, with its branches, was put into the hands of receivers for their operation. It seems, therefore, that it was for no good reason that a separate receiver should be appointed. What they sought to bring about by the appointment of a receiver is precisely what they also sought to bring about in their suit. The whole end and object of John Evans was to enforce the specific contract upon the Union Pacific.

"I said then as I say now, that they had no standing in this court, in view of a suit which is now pending in the circuit court of Colorado and Wyoming.

"Is there anything wrong in Judge Dundy's order? The order starts out by asserting that the contract of April 1, 1890, is not one that runs with the freehold or realty and which has to be attached to the property."

He then briefly quoted from Judge Dundy's order and said that the executing part of the contract was designed to run in perpetuity. As to the payment of profits they were of an executory character. In Judge Dundy's order the receivers were absolved from carrying out the contract.

QUESTION OF ULTRA VIRES.

"I hold that was good law and that the contract was legal in every sense, for the reason, first, that the contract was ultra vires of the corporation. The question is what is or is not ultra vires."

He then proceeded to argue the question of ultra vires, citing a number of cases in support. He stated that the law relating to guarantees is to be strictly construed. He said it was an anomaly that one person should guarantee the debts of another. There is nothing in the charter or general law or all the circumstances of the Union Pacific that warrants the Union Pacific to pay the interest of the Union Pacific, Denver & Gulf, and consequently the guaranty was not legal. Can it be right to the stockholders of a corporation that all of its earnings should be frittered away for the support of some other road? No company has the right to fritter away the whole of its income in lieu of certain receipts from other companies.

He cited the Thurman act, so called, passed in 1878, to show that such controls were void. And in furtherance of his argument showed that the receivers could not pay a constructive mileage of 3 to 1, but felt that they could pay a constructive mileage of 1¼.

This brought Mr. Hobson to his feet with a question regarding the Oregon Short line as to the constructive mileage paid to that road and to other roads.

The interest features were then taken up. Would your honors' sitting where Judge Dundy sat, after you had seen the contract, have made a different order? Was a question which Mr. Teller fired at the judges, but they never showed a disposition to answer Mr. Teller's question.

Expanding his argument, he told the reasons for the company passing into the hands of receivers and asserted that the stockholders' interests were sacred and the Union Pacific should not be allowed to pay for the maintenance of some railroad while the stockholders were left out in the cold, and that is the principle which confronts the court at this time. He stated the Gulf road was a road that had never paid its debts, and he asked if such a thing would be held to be correct in any sense. Gulf people contend that the contract compels the Union Pacific to run its trains over the Union Pacific, Denver & Gulf, instead of its own road. The Union Pacific contends there is nothing in the contract that provides that the Union Pacific must run its trains over the Gulf tracks, or which prohibits them from running their trains over their own road. The receivers must so operate the road as to earn the most money and Judge Hallett went outside of the contract and outside of the law when he made the order compelling the receivers to run trains over the Gulf tracks instead of their own.

RECEIVERS' RELATIONS TO PROPERTY.

E. Ellery Anderson, one of the receivers, devoted his argument to the relation the receivers held to the property, contending that they were only appointed when the property had reached a point when it could not meet its obligations; otherwise there was no reason for the appointment of receivers. They were not to favor one at the expense of the other, but to treat all alike. The receivers were confronted by a difference in the orders of Judges Dundy and Hallett, the latter holding that the claims of the Gulf property were preferred and a first lien on any money in the hands of the receivers. The interest on the Gulf bonds was $100,000 a month. The deficits in the operation of the Gulf were about $55,000 per month, a net drain of that amount on the Union Pacific. To fix any liability on the receivers they must have done some act to accept the contract under which it was sought to be enforced.

When the receivers were appointed for the Union Pacific the Gulf road was made a party, and if the receivers were bound by the contracts made by the Union Pacific company, what were the receivers to do with all the millions of obligations of companies similarly situated? The appointment of the same receivers for all the companies did not obligate them as receivers of the Union Pacific to pay all these obligations at the expense of the obligations of the parent company.

By the 3 to 1 mileage feature the Denver & Gulf received 61 per cent of the income on Denver and Omaha business, and the Union Pacific 39 per cent, while the Union Pacific carried the 400 miles and the Gulf road 178. Under the contract, if it was held to be valid, the Union Pacific might be compelled to give up the entire proceeds of the traffic instead of 69 per cent, as provided by the mileage basis.

What are the receivers to do when the Dundy order declares the Gulf contract not in force, and the Hallett order holds they are, except the money division is held in abeyance? Mr. Anderson held that the receivers must primarily decide all these questions, and if not, the courts might just as well abandon their primary business and go into the business of operating railroads.

JUDGE THURSTON'S ARGUMENT.

Judge Thurston closed for the receivers of the Union Pacific company by stating that the Gulf company and Union Pacific company existed under separate organizations. At different meetings annual elections were held, directors being chosen and different officers selected. By the same corporate power it came about that both companies selected the same officers. One could no more say that the Union Pacific operated the Gulf than that the Gulf operated the Union Pacific, except as the mileage differed.

The statement that the Union Pacific operated a through train from Council Bluffs to Denver is not true. It was a joint train operated by two companies, the Gulf and the Union Pacific. Judge Hallett's order appointing Mr. Trumbull receiver called upon the receivers of the Union Pacific to deliver up the property of the Gulf in the hands of the Union Pacific.

The Union Pacific has never operated a single line except its chartered line given it by act of congress. The denial of this has been a popular fallacy and one that should be exploded at this time. The Union Pacific was never in possession of the Gulf property, except as it operated the line in conjunction with the Gulf company. In the contract they got no power on God Almighty's green earth except "harmonious relations." They got no power of direction, not a dollar in common, but simply held the sack for the Gulf company. The Union Pacific was hocus pocused in giving this constructive mileage which has created an arbitrary that no road could exist under. He stated the Gulf was in the hole nearly $800,000, and the Union Pacific had to take this amount out of its treasury to make good the deficit, notwithstanding the constructive mileage of 3 to 1, which has been growing for years. The difference in arbitrary mileage will amount to about $500,000. In addition to that it will require $700,000 to make up the Gulf's deficit, requiring the Union Pacific to take out of its treasury $1,200,000 to make good the hocus pocus under which the Union Pacific has worked.

One of the features of the contract was that the Union Pacific should do free switching at Denver. In response to Judge Hallett's order it is doing the Gulf's switching at Denver and getting nothing in return. It would be noticed that in the contract the Union Pacific was giving everything and getting nothing in return.

OBJECTIONS TO HALLETT'S ORDER.

Judge Hallett also ordered that the receivers should pay over to Frank Trumbull moneys accruing between July 1 and October 13. "By what power," said Mr. Thurston, "had Judge Hallett the right to name these particular dates?"

As to the order of Judge Hallett, relative to the payment of moneys to Frank Trumbull, he contended that only the most careful order should be made, else it might unsettle the trust estate and do irreparable damage to property.

The mode of procedure having been somewhat questioned by the court, Judge Thurston proceeded to tell the court what had been done. Judge Caldwell, after listening for some time to the argument of Judge Thurston, remarked sententiously that had there been a hearing such as this is, he thought there would not have been the differences now existing. He said as the proceedings had been ex parte it had worked badly for all interested.

"You have not invited Mr. Trumbull into this court," said Judge Caldwell.

"No," said Thurston, "because I didn't believe he would come and had no means whereby we could bring him into this court of primary jurisdiction, because of our inability to secure service, and it was only through your honors that he is now in court."

Mr. Thurston deprecated that there had been so many divergent views, but was at a loss to know how they could have done otherwise.

Attorney Hobson stated he would regard it as a favor if the court would adjourn until morning before being asked to commence for Receiver Trumbull, and it then being 5 o'clock, court adjourned until 10 o'clock this morning.

GULF'S STARTLING ANSWER.

Allegation that the Union Pacific is Not in Financial Distress but is Making Money.

Aside from the importance of the Gulf case from a railroad point of view the answer of Frank Trumbull, receiver of the Union Pacific, Denver & Gulf company, respondent in the case, makes some rather startling allegations. They are no less than that the Union Pacific Railroad company is not an insolvent company, but on the contrary, has in the past, and is now, earning sufficient money to pay all its obligations in the shape of operating expenses, interest on its bonded debt and all amounts due under the law to the government, and in addition thereto a surplus which can be used for other purposes.

The receiver of the Union Pacific & Gulf originally demurred to the pleadings filed by the Union Pacific receivers, and it is proposed, at the proper time, to move that the following answer, filed by Mr. Hobson, for the Gulf receiver, be substituted for the demurrer.

After reciting the status of the case the answer continues setting up general denials.

Respondent admits that the appointment of said receivers in the districts of Colorado and Wyoming was subsequent to the appointment in the district of Nebraska, but he denies that such appointments were not original as to all property within the respective jurisdiction of said courts; and he denies that the administration of the trust estate vested in said receivers by appointment of the circuit courts of Colorado and Wyoming was in any sense auxiliary or subordinate to the appointments made in the district of Nebraska.

SUSCEPTIBLE OF FULFILLMENT.

The respondent denies that thereby the further performance of said contracts was necessarily suspended so far as the receivers of the respective companies were concerned and on the contrary alleges that said contracts were susceptible of being performed and carried out as between the receivers of the Union Pacific Railway company and the Union Pacific, Denver & Gulf Railway company to their full extent and with as full effect as if they had been carried out between the two companies respectively.

Respondent denies that the contracts were not in any sense binding upon the receivers of the Union Pacific Railway company and on the contrary alleges that by reason of the equities of the case and of the intimate relations between said companies and on account of the large interests of each company in the other, said contracts were not only advisable and advantageous for the receivers of the Union Pacific company to continue and carry on, but such were in equity binding obligations upon the receivers of the Union Pacific Railway company under and subject to the direction of the several courts of which they were officers.

In regard to the manner of application of receivers the answer admits the allegations of the petition of the receivers of the Union Pacific, but the respondent alleges and shows the fact to be that said petition was presented and said order was made without any notice to respondents as receivers of the Union Pacific, Denver & Gulf and without any knowledge on the subject, and he also respectfully shows that said order whilst of vast and wide reaching importance affecting and destroying most intimate and important relations between the Union Pacific company and the Union Pacific, Denver & Gulf company, whilst fraught with most serious results to the Union Pacific, Denver & Gulf company and probably to both of said companies was entered without any full investigation of the matter or hearing on the part of the honorable judge who made said order.

Respondent furthermore shows and alleges that whilst said order was of full force and effect so far as the property of the Union Pacific Railway company was concerned, which lies within the jurisdiction and so far as the business transacted between said roads within the district of Nebraska was concerned, yet the circuit court for the district of Nebraska had no jurisdiction or control whatsoever over the respondent, and not one foot of railway owned by the Union Pacific, Denver & Gulf and under the control of your respondent is within the district of Nebraska and the entire business transacted between the Union Pacific railway and the Union Pacific, Denver & Gulf Railway company or the receivers of said respective roads is transacted within the districts of Colorado and Wyoming.

RECEIVERS SHOULD HAVE KNOWN.

After alleging certain facts and denying others relative to the receivers the answer further proceeds:

Respondent denies, as is alleged in said petition, that it was impossible for said receivers to acquire thorough knowledge of the terms, conditions and character of said several agreements and the practical operation of the same, until after a prolonged and careful investigation, and denies that they disaffirm said contracts when they were in a position first to determine and advise the court that the continued performance of the same would be disastrous to the interests of the Union Pacific Railway company; and on the contrary alleges that said S. H. H. Clark and the said Oliver Mink and said E. Ellery Anderson had been for years officers and directors of both the Union Pacific Railway company and the Union Pacific, Denver & Gulf Railway company, and were at all times fully advised with reference to the conditions of the two roads aforesaid and of the terms, condition and character of said several agreements between the respective roads, and they know as much concerning the practical operation of said agreements between said roads at the time they were appointed receivers as they now do or have at any time since said appointment.

And the respondent alleges that the receivers of the said Union Pacific Railway company never had any intention or desire to disaffirm the contracts between said companies or to discontinue performance of the same until after the 16th day of December, 1893.

Respondent denies the allegation of said petition with reference to any agreement between him and E. Ellery Anderson on the 18th day of December, 1893, or at any time, and on the contrary alleges that there never was any agreement or understanding, but that such an agreement was discussed and drafts of the same were made but never agreed upon.

Respondent denies that the continued performance of the traffic agreement between the Union Pacific Railway company and the Union Pacific, Denver & Gulf Railway company, set out in said petition, would entail great loss upon the revenues and business of the said Union Pacific Railway company as operated by its receivers, and denies the other allegations of said petition with reference to the loss to said receivers by reason of maintaining the performance of the several contracts therein referred to; denies the allegations of said petition with reference to the alleged disastrous results which will result to the creditors of the Union Pacific Railway company from the maintenance of said several contracts; and on the contrary, respondent alleges on information and belief that the Union Pacific Railway company during the year 1893 was and is at the present time earning sufficient money to pay all the operating expenses, the interest on all its bonded indebtedness and all requirements under the statutes of the United States, and that a large surplus over and above all these obligations has been earned since the 1st day of January, 1893.

CLAIMS IT IS THOROUGHLY SOLVENT.

Respondent alleges upon information and belief that since the 1st day of January, 1894, sufficient money has been earned upon the entire Union Pacific company to pay all operating expenses, all interest charges upon its bonded indebtedness, which it was necessary to pay in order to maintain the integrity of said system and to prevent foreclosure of the same, and all government charges and charges imposed by law, and to leave over and above the same a large surplus for the benefit of creditors having no liens upon the property of said Union Pacific Railway company. And in support of the above allegations respondent prays leave to refer to the files and documents forming the records of the circuit courts of the district of Colorado, Wyoming and Nebraska, and to use the same as fully as though they had been incorporated herein.

And the respondent alleges that out of that portion of the Union Pacific Railway company derived from the Union Pacific, Denver & Gulf Railway company, either in the form of business exchange or interest upon the securities of said Gulf company, not subject to the lien creditors of said Union Pacific Railway company, all contracts between said Union Pacific Railway company and said Gulf company could be carried out in full and performed without imposing one dollar of loss upon any of the lien creditors of said Union Pacific Railway company. And in support of said allegation respondent prays leave to refer to the records of the above named courts.

And the respondent further shows and alleges that at the present time and prior hereto the receivers of the Union Pacific Railway company and all other companies of which they are receivers, as set out in said petition, have been paying in full all operating expenses, taxes and charges, and also interest upon all bonded indebtedness which it is necessary to pay in order to prevent foreclosure upon the several portions of said Union Pacific system, and that said Union Pacific receivers have obtained orders from the circuit court of the district of Nebraska to continue such interest payments. And your respondent shows and alleges that if any interest is in default upon any portion of the system known as the Union Pacific system, except the interest in default upon the lines of the Union Pacific, Denver & Gulf Railway company, it is upon the bonds of auxiliary and constituent roads which are absolutely owned or controlled by the Union Pacific Railway company, and which said interest it is no wise necessary for said receivers to pay, inasmuch as from a practical standpoint the Union Pacific Railway company and its auxiliary roads are at the same time sole debtors and sole creditors. And these allegations your respondent is prepared to sustain and verify when called upon by the court to do so.

VICTORY FOR TELEGRAPHERS.

Nearly All of Their Claims Allowed by Mr. Clark Yesterday.

Contrary to all expectations the telegraphers have made a settlement of their difficulties with the Union Pacific receivers.

The question of wages has not yet been settled, but Mr. Clark and Mr. Dickinson were at work upon that yesterday and from a remark made by Mr. Dickinson it is supposed there will be no difficulty in settling that. So far as the rules are concerned the controversy is at an end and the operators are the victors, for they gain practically everything they ask for. One of their principal contentions has been for overtime and the company concedes, the rate of pay to be the same for overtime as the operator receives for regular service.

This rule not only applies to operators but to agents and operators who are acting as clerks in any capacity where they are liable to be called upon to do telegraph duty, though that may not be any part of their regular duties. In addition to overtime one of the grievances of the operators has been that they are frequently called upon through the use of call bells to get up in the night and do telegraph duty after they have gone to bed. For this under the new rules they are to receive 25 cents for every call regardless of the amount of time they are required to work, and in case the call requires them to be on duty over one hour they are to receive the regular overtime pay for all over one hour. These have been the points in the rules on which the difference has been all along, and the settlement came in the nature of a surprise to the men, as they had given up all hopes of arriving at a settlement with the receivers and were prepared to go into court with the rest of the organizations. Throughout their nine days session with Mr. Clark and Mr. Korty there was nothing which would lead them to believe that a settlement would be arrived at, but on the contrary the officers of the company had up to the very closing hours of the conference refused to concede anything, though they had taken numerous things under advisement, but the men had no hope that it would amount to anything beyond delaying the familiar "No," which had greeted almost every proposition advanced by the men. As might be supposed, the telegraphers are very much elated over their success, and to them Easter was the rising of a hope that was dead and buried.

While the wage schedule is not yet settled, the men have no doubt that it will be speedily, as the ground has all been gone over carefully station by station, and with the concessions already made by the men there are no serious differences between them and the receivers at this time. In fact, Mr. Dickinson indicated to them at the opening of the session yesterday that there was no doubt but that the matter could be speedily arranged.

Up to 10 o'clock last night it was expected that the telegraphers and Mr. Clark would arrive at a settlement of the wage schedule as well as on the question of rules, but at the last moment it was put over until today. During the afternoon they were engaged in conference, and at supper time it was given out that at 7:30 a definite settlement would be arrived at. At that hour the parties met at Mr. Clark's rooms in the Millard and remained closeted there until after 9 o'clock, but when it was all over it was reported that there was nothing that could be given out at that time. From all the indications, however, it is evident that there is not any difference between the men and Mr. Clark which they do not feel confident will be overcome, and it is freely predicted that a complete settlement between the telegraphers and the company will be reached today.

Southern Pacific Reaches Into Mexico.

MONTEREY, Mex., March 26.—A corps of civil engineers has been sent here from New York by C. P. Huntington of the Southern Pacific company with instructions to run a survey for a railway from this city to Monclavo, at which station connection is made with the Mexican International, which is also a part of the Southern Pacific. The Mexican International is now extended to the Sierra Mojada mining camp from Monclavo and the proposed line to this city is to be built for the purpose of obtaining a direct outlet for the rich silver ores of Durango and Sierra Mojada. The building of the proposed railroad will make Monterey a much shorter standard route to the United States than at present.

Claims the Right of Way.

LEAVENWORTH, Kan., March 26.—James C. Stone, jr., through whose big farm southwest of this city the abandoned Leavenworth, Topeka & Southwestern railroad runs, has fenced up the road where it enters and leaves his property and posted notices to prevent trespassing. He has also served General Superintendent J. C. Brinkerhoff at Kansas City with formal notice that he has taken possession of the right of way on the ground that the railway company has forfeited its rights by abandonment. Mr. Stone this afternoon began suit in the district court for foreclosure of the company's improvements. There is about a mile of the road on his premises.

Made a Short Stay.

Grand Chief Sargent of the firemen and Grand Chief Clark of the conductors were in town for a couple of hours Sunday, though they did not register at any of the hotels. They were in conference with the men while here and left for the east. They came in from Denver, where they were on business connected with their orders. It is expected they will return here Wednesday and remain until the case before Judge Caldwell is settled. S. E. Wheelinson, grand chief of the trainmen, is expected in the city today to remain during the hearing in court.

Have Agreed on a Schedule.

WASHINGTON, March 26.—C. A. Pillsbury, representing the flour manufacturers of Minneapolis, who some time ago made out before the Interstate Commerce commission a case of railway discrimination against Minneapolis, is here with attorneys of the Great Northern and Chicago, Milwaukee & St. Paul companies to ask the commission's approval of a schedule of rates, to which the parties interested have agreed.

Railroad Notes.

NEW YORK, March 26.—It is reported that the members of the board of directors and the officers of the Toledo, Ann Arbor & North Michigan Railroad company will resign at tomorrow's meeting, and the road will be formally transferred to the control of the Delaware, Lackawanna & Western Railroad company, which, it is claimed, holds the bonds on which the road was sold under foreclosure.

The report of the Chicago, Burlington & Quincy for the year ending December 31 shows: Gross earnings, $31,042,699, decrease, $1,959,694; net, $9,818,466, a decrease of $714,917. Total income, $11,589,558, decrease, $225,642; surplus, $15,044, decrease, $786,737.

TO INVESTIGATE JENKINS.

Hearing Before the House Committee Will Be Held in Milwaukee.

WASHINGTON, March 26.—The investigation by the subcommittee of the house judiciary committee in the Judge Jenkins anti-strike injunction against the Northern Pacific railway employes will be held in Milwaukee, beginning Monday next. The subcommittee, consisting of Messrs. Boatner, Terry of Arkansas and W. A. Stone of Pennsylvania, will leave here for Milwaukee Saturday. The committee is considerably hampered by the fact that it has but $500 at its disposal. It will, therefore, be unable to provide the transportation for those witnesses who live at any great distance from Milwaukee. It is for this reason, principally, that the committee decided to go away from Washington to conduct the investigation.

Among the witnesses expected are: Messrs. J. B. Johnson of Tacoma; Vetter of Sprague, Wash.; M. L. Porter of Livingston, Mont., chief clerk of the Railway Conductors; Sargent of the Locomotive Firemen, Arthur of the Engineers, Wilkinson of the Railway trainmen, and Ramsay of the Railway Telegraphers.

MUDDLED THE WORDING.

Queer Resolution Intended to Advance Eastern Freight Rates and Its Result.

CHICAGO, March 26.—(Special Telegram to The Bee.)—If the east and west freight rate wars continue after April 2 it will be largely because of the use of slipshod English. The joint committee has repeatedly shown its ignorance in this respect, but never did it need the services of an editor more than in the preparation of its resolution calling for an advance in rates.

The idea involved was perfectly simple. When it appeared in print as warped by the joint committee it looked as much like its former self as an ordinary man looks like his brother-in-law. Not a solitary freight official in the city of Chicago knew what the resolution meant when he first saw it. From this uncertainty is sure to come a further clash in rates. The only question now is whether the clash can be restricted. The resolution itself has already appeared in The Bee, but as it has since been the object of spirited discussion it is worth reprinting. The Chinese puzzle is contained in the second part of the resolution, which in full is as follows:

Resolved, That effective Monday, April 2, the eastbound freight rates be maintained in following basis: Chicago to New York: Grain and its products, twenty (20) cents per 100 pounds. All other articles and classes at the rates of authorized traffics in effect prior to November 26, 1893.

Resolved, That all traffic received from shippers or consignees at Chicago and points taking the Chicago percentage scale basis, on and after April 2 shall be charged at such rates, regardless of date of shipment from other origin points.

This resolution means that the rates mentioned shall apply on and after April 2 to all traffic except such as maybe in transit in Central Traffic territory. All tonnage outside of Central Traffic territory, whether in transit or not, and all tonnage originated on and after April 2 in Central Traffic territory, must take the advanced rates.

In this connection Central Traffic territory means all east of a line drawn between Milwaukee and East Dubuque, and thence down the east bank of the Mississippi to East St. Louis. Judging from the context the resolution also means the advanced rates to apply on April 2 of this year, but it does not say so.

The above is the official diagram of the resolution riddle. But some of the lines have not yet obtained the official diagram. As a consequence they have interpreted it in all sorts of ways. The interpretation, which is destined to cause trouble, is that cut rates may apply on any traffic if it is in transit April 2. For instance, the cut rates apply now on traffic from San Francisco and every intermediate point to Chicago. Some of the eastern lines have notified their western connections they will receive traffic at cut rates whether or not it is in transit on April 2. On California business this is certain to keep the cut rates in force until April 15 or 20. If the resolution had been worded with the ability of an ordinary school boy, the cut rates would have all expired by April 5. There is a general sentiment toward the advance and maintenance of rates, but it is apt to be dissipated by the disputes certain to arise over the different constructions put upon the resolution.

DESERTING THE SOUTHERN PACIFIC.

Mrs. Stanford's Interests, it is Said, Will Be Withdrawn from the Company.

SAN FRANCISCO, March 26.—The Examiner announces that Stephen T. Gage, representative of the Stanford interest in the directorate of the Central Pacific railroad, today sent in his resignation, and it is concluded therefrom that the recently expressed opinion of C. P. Huntington that it might be a good thing to have new blood in the Central Pacific and Southern Pacific is assuming concrete form. It is believed Mr. Gage's withdrawal is formal notice that Mrs. Stanford proposes to center her attention upon the affairs of some other corporation—probably the Pacific Improvement company—and precedes a similar withdrawal from the Southern Pacific. It is understood that A. H. Towne, third vice president, and T. H. Hubbard, a director, will likewise retire from the Central Pacific, which, it is well known, is now a subsidiary corporation of the Southern Pacific.

The assets of the Pacific Improvement company and associate corporations of the railroads are mostly in stocks and bonds, acceptable as collateral, and Mrs. Stanford seems to be desirous to convert her great railroad interests into this form, so that she may raise the $5,000,000 in one year, in cash, made obligatory by the terms of the senator's will.

Looks More Pacific.

CHICAGO, March 26.—The troubles between the Atchison and Northwestern and Union Pacific are now in a better way to be settled than for a week. However, it is not by any means certain that an adjustment will be reached. The visit Saturday of Third Vice President Newman of the Northwestern to Passenger Traffic Manager White of the Atchison bore fruit today in an extended conference between these two officials and General Passenger Agent Lomax of the Union Pacific, who had been hastily summoned from Omaha. Nothing definite was arranged after a meeting which lasted all day, but the prospects for a restoration of rates between Chicago and the Missouri river and Chicago and California were pronounced brighter.

Federated Board Officers.

The federated board of the Union Pacific system held a meeting yesterday and elected its officers for the ensuing year. They are: F. E. Gilliland of the telegraphers, chairman; S. D. Clark of the trainmen, secretary. Beyond talking over the situation in regard to the present differences and the coming hearing in court nothing else was done.

O'BRIEN WAS THE WINNER.

Billy Hennessey Goes All the Way to Boston to Get Licked.

BOSTON, March 26.—Dick O'Brien of Lewiston, Mo., met Billy Hennessey of Clinton, Ia., in the most scientific boxing contest ever seen here, and defeated the champion of the northwest in eleven closely and hotly contested rounds. His victory gives him the title of the middleweight championship of the country and $700 of the $850 purse offered by the Charlesbank Athletic club for the fight.

Knocked Out at Des Moines.

DES MOINES, March 26.—(Special Telegram to The Bee.)—Jim McCoy knocked out Mike Fitzpatrick of Superior, Wis., in three very lively rounds here tonight.

THEIR TRIBUTE OF RESPECT

Both Houses of Congress Revere the Memory of Senator Colquitt.

BUT LITTLE BUSINESS TRANSACTED

How the Sad News Was Received by the Assembled Statesmen—Business of All Kinds Was Put Aside for a Day.

WASHINGTON, March 26.—The death of Senator Colquitt of Georgia was announced in the senate by Mr. Gordon, the colleague of the dead statesman. In a few touching words he briefly recounted the service of the dead senator in the field of politics and in his domestic life. The customary resolution of regret was adopted and a committee of ten senators appointed to accompany the remains to Macon, Ga.

The following committee was appointed by the vice president: Senators Gordon, Morgan, Butler, Ransom, Gray, Hoar, Proctor, Carey, Perkins and Allen.

Prayer was offered at the convening of the senate by Mr. Colquitt's pastor, Rev. Isaac W. Canter of the Mount Vernon Place Methodist Episcopal church, and at 12:15 o'clock the senate adjourned.

The house adjourned today after a brief session on account of the death of Senator Colquitt. On motion of Mr. Rawlins of Utah a bill granting a tract of sixty acres in the Fort Douglas military reservation to the territory of Utah for university purposes was passed.

At this point the secretary of the senate appeared and transmitted the resolution of sympathy and regret adopted by the senate out of respect to the late Senator Colquitt.

Mr. Turner of Georgia, who had been chosen by the Georgia delegation to announce the death of Senator Colquitt to the house, then arose and sent to the clerk's desk the usual resolutions of regret, for attending the funeral and for adjournment out of respect to his memory. The resolutions were adopted unanimously.

The speaker then appointed the following committee to accompany the remains to Georgia: Messrs. Livingston, Holman, Bunn, Cabaniss, Maddox, McDonald, W. A. Stone, Cogswell and Grout.

Then, at 1 o'clock, as a further mark of respect, the house adjourned.

BLAND'S STRENGTH.

Possibility of Passing the Seigniorage Bill Over the President's Veto.

WASHINGTON, March 26.—Representative Bland consulted his silver associates of the house today as to the chances for passing the silver seigniorage bill over a veto. He found that most of the men who had voted for the bill stood ready to endorse it again, even against a veto. Whether he will make the move or not is not yet certain, as the most radical friends of the bill recognize the necessary two-thirds vote to overcome the veto could not be secured in the house, and without this the move could be nothing more than a protest. The vote on the passage of the bill was: Yeas, 168; nays, 123, and not voting, 56. This yea vote was secured only after a protracted struggle, during which the house was without a quorum much of the time. It is believed to represent almost the full strength of the bill. To pass the measure over a veto would require 235 votes in a full vote, but as a full house is never to be expected, the 297 present at the last vote is counted on being the number which would vote on the veto question. With such a membership the two-thirds necessary to overturn the veto would be 198, or thirty more than Mr. Bland could demand on the passage of his bill. These thirty would have to be drawn from the fifty-six not voting on the passage of the bill, as the original negative vote could be relied upon to sustain the veto. It is conceded by the silver men that they could not get the necessary thirty, so that in any event the move to pass the bill over the veto would be nothing more than a formality.

FROM THE WEATHER BUREAU.

Bulletin on the Present Cold Snap Issued by the Bureau.

WASHINGTON, March 26.—The following special bulletin has been issued by the weather bureau: The period of extremely stormy weather noted by the special bulletin, issued on the 23d inst., has been followed on Sunday morning by one of extreme cold, which extends over almost the entire country east of the Rocky mountains, minimum temperatures of freezing and below being reported this morning over all this region, except on the immediate coast of the south Atlantic and Gulf states and Florida. Throughout northern Minnesota and the Dakotas the temperature this morning was below zero. In Georgia, Tennessee, Louisiana, Texas, Arkansas and southern Missouri the weather is the coldest of which the service has record for this season of the year. General frosts occurred Monday morning throughout the Gulf states and the middle and northern portions of the south Atlantic states, and the temperature will fall still lower Tuesday morning in the middle and south Atlantic states, with frosts as far south as Louisiana.

For the Patrol of Bering Sea.

WASHINGTON, March 26.—Sir Julian Pauncefote, British ambassador, had another long interview with Secretary Gresham in connection with Bering sea matters. There are evidences that the efforts which both parties have been making to arrive at a satisfactory agreement touching the regulation of the seal fisheries this season are likely to be crowned with success within the next ten days. The vessels of the British navy which will cooperate with our naval force to police the seal waters are at or in the neighborhood of Esquimault, B. C. The detail has not yet been made known here, but the British naval system is so perfect in its working that the vessels selected for the service can be coaled and supplied with everything needful for their cruise in a very few days.

Cleveland's Attitude Toward the Bland Bill.

WASHINGTON, March 26.—Senator Pugh of Alabama expressed the opinion today that the president would send a veto of the Bland bill, accompanied by a message explaining his objections to the bill, which would be based on the second section, and saying, in effect, that if a bill could be passed devoid of the ambiguity of the bill now before him and providing for the coinage of the silver seigniorage, it would receive his approval. The senator also expressed the opinion that in this event such a bill could be passed without much trouble or delay.

Waiting for His Instructions.

WASHINGTON, March 26.—Admiral Johnson G. Walker, who has been assigned to the command of the Pacific station, has not yet left Washington, being detained to receive his instructions. These are now in course of preparation at the Navy department, and the president, who, himself, selected Admiral Walker for the delicate command, is taking an active interest in the instructions. It is expected the admiral will receive them in time to leave here day after tomorrow, and will take the steamer of April 5 from San Francisco for Honolulu.

Geary Sees Virtue in It.

WASHINGTON, March 26.—Representative Geary of California does not, as most of the Pacific slope congressmen have done, condemn the new treaty with China. It is, he says, a decided advance upon the last treaty, in that this government's right to absolutely prohibit immigration is conceded by China. Another point gained, Mr. Geary says, is recognition of the principal of registration.

Receipts of the Treasury.

WASHINGTON, March 26.—The amount of silver dollars shipped from the subtreasury and the mints during the last week was $379,175. The shipments of fractional silver coin from the 1st of March to the 24th aggregated $506,073. The currency received for redemption at the treasury today aggregated $60,429, and the national bank notes, $159,740. The receipts of the treasury today were as follows: Customs, $792,975; internal revenue, $370,493; miscellaneous, $25,756.

TELEGRAPHIC BRIEFS.

Thirty tons of ore have been taken from the Smuggler mine, near Aspen, Colo., that runs 90 per cent pure silver.

Henry Markel, a painter, 21 years old, was arrested in San Francisco yesterday charged with setting fire to the house on Haight street, where Mrs. Ross and her baby were burned to death Saturday.

Suit was filed in the United States circuit court by Richard Chute at San Francisco against the law firm of Butler, Stillman & Hubbard of New York for $25,000, alleged to be due for certain services performed.

J. W. Whitehead, the territorial treasurer of Utah, appointed by Governor West, took charge of his office yesterday. Josiah Barnett, the retiring treasurer, turned over in cash $169,000, all of which was school funds.

Prince Bezlow, the African prince in the class of 1895 at Williams college, Massachusetts, has received a call from his people to return to his native land and take possession of the kingdom, which has heretofore been under the control of his uncle.

Hamilton White of Des Moines, Ia., is in Denver arranging to locate a colony of Iowa farmers in the San Luis valley south of Alamosa. The colony will be made up of about 5,000 people, and they will settle around a college and town as a center.

Carrol E. Wright, a wealthy miner, formerly of Wyoming territory, has been missing for two weeks, and his friends fear foul play. He left his boarding place in Chicago two weeks ago, saying he was going for a walk, and has not since been heard of.

In the suit of Treasurer Lotz of Santa Clara county, California, against Mrs. Jane Stanford and other legatees of the estate of the late Senator Stanford to compel the payment of an inheritance tax on the estate, Judge Reyfolds sustained Mrs. Stanford's demurrer.

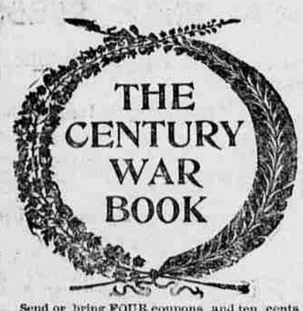
The consolidation of the steel casting companies of the country, as reported from Philadelphia, was verified there yesterday. The gentleman who was interviewed is prominent in the steel casting business. He said the consolidation of interests is in no way a trust.

Officers at Los Angeles have arrested two men against whom detectives claim to hold enough evidence to convict them of the Roscoe, Cal., train robbery. One is Alva Johnson, who is supposed to be wealthy; the other is John Smith, who formerly worked for Johnson on his ranch.

Arthur G. Preston McNalty, the young Englishman selected to manage Mrs. Langtry's 5,000-acre ranch in Lake county, California, has succeeded in making an amicable settlement with Dr. Aby, the former manager, whose troubles with the actress recently occupied a share of public attention.

Jesse Haller went to the Carpenter Bros. ranch in McElmo canon, Colorado, Saturday to collect a debt. Harry Carpenter attacked Haller with an ax and Haller shot him, killing him instantly. Haller was riding away, when Grant and Orie Carpenter began shooting at him, wounding him in the shoulder and leg.

NUMBER 3.



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