

FORGER BORKENS SET FREE

County Attorney Dismissed the Case After Money Was Refunded to Victims.

PRISONER'S INHERITANCE SAVED HIM

Dozen Complaints Puzled by the Cause Affairs Took—What They Say About It—Ready to Swear to Incriminating Facts.

The experience of John Borkens, forger, would seem to indicate that the death of a rich father is one of the luckiest things that can happen to a man in jail, awaiting trial in the district court.

On the 29th of last August Mr. Borkens waived examination in police court on a charge of forgery and uttering forged instruments, and was held to the district court in the sum of \$1,000, which he was unable to furnish, and in default thereof he was remanded by Judge Berk to the county jail.

The information against him contained two counts, one for forgery and the other for uttering forged instruments. The check which he was accused of forging was as follows:

OMAHA, Neb., August 26, 1893. No. —. Omaha National Bank. \$15 100.00. Pay to the order of friend fifteen and 15/100 dollars.

FRED KRUG BREWING CO.

This check was endorsed "A. Friend," and was passed by Borkens on Joseph Youseum, better known as "Joe, the Tailor," who does business at Sixteenth and Dodge. Borkens had ordered a suit of clothes there, and as he was a stranger he was required to make a deposit of \$7.50 in advance. He tendered the check, but the tailor was rather suspicious, and would give but \$3 in change, stating that he would inquire at the bank and if the check was all right he would pay the remaining \$4.50 in the morning. Borkens left, and did not return. When Youseum called up the bank and asked about the check he was informed that it was a forgery, and he immediately realized that he was \$2 out of pocket by reason of Borkens' call.

The tailor speedily vended his mournful wail to the police station to lay the matter before the officers of the law, and was surprised to find Borkens already in custody for his connection with a number of transactions similar to the one by which he victimized Youseum. The clothing check having been the last of a lengthy series. The evidence in that case seemed to be the clearest and most readily accessible of any of them, and Youseum signed a complaint which was drawn up by the prosecuting attorney containing the two counts above set forth.

MR. KALEY WAS VERY KIND.

That was August 29, and Borkens was arraigned the same day, and, waiving examination, he was committed to the district court and sent to the county jail. There he remained until December 21, when he was released, a free man, by order of the court, on recommendation of the county attorney, the only stipulation being that Borkens should pay the clerk's costs in the case up to that time. It is hardly necessary to state that Mr. Borkens was more than willing to do that, and while the gates of the penitentiary were being ajar for him, he gave the clerk a check for \$100, which, thanks to the kind consideration of the court and County Attorney Kaley, he has never passed these gloomy portals again. There are a few readily accessible of any proceeding, the court record is discreetly silent and Mr. Kaley is equally so.

There are a few readily accessible of any proceeding, the court record is discreetly silent and Mr. Kaley is equally so. However, that is far from uninteresting in view of the sudden and unexpected termination of the court proceedings. In the first place, Borkens' offense consisted of the passage of a single forged check, and, in the second place, the Krug Brewing company, whose name was attached to the forged paper to make it pass readily. Borkens had worked for the brewing company as a stable hand, and he had also worked in a similar capacity for Joseph Withrow at Harney street. It thus came to pass that Withrow's name was also signed to some of the forged checks, one of which was passed on Herman Schaeffer, a salaried keeper just across the street from Withrow's stable. Still another was passed on Ernest Stubb, at Eleventh and Mason streets, another on Max Meyer & Bro., at Broadway and Harney, and were reported to the police at the time. Borkens had in his pockets at the time of his arrest several checks that he was waiting to utter at short notice. They indicated that he had secured possession of a check book belonging to Andrew Peterson, the grocer, at 2712 Leavenworth street, and had prepared several checks with forged signatures, leaving the amount blank to be filled in at a subsequent time. So far as known by Mr. Peterson, none of those checks were given out by Borkens, as they have not been reported up to this time, but it is indicated that Borkens was doing business in the forenoon line, and his arrest was all that kept the number of victims at a small figure.

SMALLPOX PATIENTS.

Two Victims Dying Well in the Tent of the Poor Farm. An additional tent was placed in the vicinity of the one now occupied by the smallpox patients out on the poor farm yesterday, which will be occupied by George Barker, who will reside as outside guard and grub buster. A wire fence will also be built about the tents, and no person will be allowed to go near.

DR. SAVILLE VISITED THE PATIENTS YESTERDAY.

He says that Wood and Hammond are getting on as well as could be expected. The scales have commenced to fall from Wood, and this is a dangerous time for the disease to spread. Stewart, the man who was quarantined with Hammond, has not yet taken down with the disease. He remains in the tent with the men, however, and is being watched by the hospital attendants. The scales have commenced to fall from Wood, and this is a dangerous time for the disease to spread. Stewart, the man who was quarantined with Hammond, has not yet taken down with the disease. He remains in the tent with the men, however, and is being watched by the hospital attendants.

ALL THE PERSONS WHO WERE EXPOSED TO THE BREZKA FROM A POLE ON ONE CORNER OF THE TENT.

All the persons who were exposed to the Brezka from a pole on one corner of the tent were being closely watched by Dr. Towne. There was one week ago yesterday that Wood was discovered and it cannot be determined for a few days yet whether he was in the tent of danger. All of them were vaccinated and the operation worked nicely in each instance. Dr. Saville called at the tent yesterday and he found Wood in much better spirits than he was Thursday. He dictated a letter to his wife, and she was being well cared for, he was happy and had no fear but that he would recover. Wood gets letters from his friends every day and Dr. Towne has taken pains to have the papers of his committee informed as to how he is getting along.

A GREAT MANY SCHOOL CHILDREN CALLED AT THE TENT YESTERDAY TO HAVE THEMSELVES BEING VACCINATED.

A great many school children called at the tent yesterday to have themselves being vaccinated. No charge is made for the vaccine. Dr. Towne says he wishes they would all come and be attended to at once.

MARRIAGE LICENSES.

The following marriage licenses were issued yesterday: Name and Address. Age. H. G. Schmidt, Bennington, Neb., 25. L. M. Johnson, Omaha, 25. Joseph P. Conner, Pocahontas, Idaho, 25. Lida M. Crowe, Omaha, 23. James H. Hart, Omaha, 23. Lizzie Spangenberg, Omaha, 23. C. H. Sinksy, De France, La., 27. Carrie L. Coulter, Omaha, 25. William J. Conroy, South Omaha, 25. Annie B. Corrigan, South Omaha, 25.

BUILDING PERMITS.

Building permits were issued yesterday as follows: Pat O'Heary, store building and hall, at 201-5 Mason street, \$4,000. G. W. Storer, residence, at 16th and Sixteenth street, \$1,000. Gottlieb Schaeffer, store, at 13th and 16th street, \$1,000.

NO MARKET HOUSE THERE

Court Decides that Jefferson Square Must Always Remain a Park.

PERPETUAL INJUNCTION IS GRANTED

Required by the Terms of the Dedication and Acceptance and of the Bond Provision Voted On—Language of the Opinion.

There were only a few persons present in Judge Ferguson's court room yesterday when the judge handed down his opinion in the Jefferson square market house case. The opinion of the court was to the effect that the square could not be used for the purposes sought, and the injunction was made permanent. The opinion was as follows, and is concurred in by Judge Howell:

"The plaintiff seeks to enjoin the defendant from entering upon the plat of ground known as Jefferson square for the purpose of grading or interfering with the trees or shrubbery or disturbing the surface of the ground, or from doing any act which will disturb or prevent the continued use and enjoyment by the public of Jefferson square as a park.

Reviewing the proposition to locate the market house upon the square, the judge said:

"It also appears from the bond proposition voted upon that the funds to be realized from the sale of said bonds were to be appropriated not alone for the erection of a market house, but also for the purchase of a site. It now appears that the city is about to expend the entire \$200,000 in the erection of a market house upon said ground.

THE TAILORS UNION.

In the case of Frank Range against Hans P. Peterson, Charles F. Bergren, Y. Young, and the Journeyman Tailors' union praying for an injunction to restrain the defendants from interfering with the business of the plaintiff, Judge Ferguson yesterday dissolved the temporary injunction and refused to grant a permanent injunction. The judge, in his decision, holds substantially as did Judge Caldwell in the recent case of the Union Pacific employees on the question of striking. The cause which led up to the dissolution of the injunction was the carrying out of plans previously conceived or agreed upon. After hearing the arguments of counsel the court took the matter under advisement and will hand down a decision Monday morning.

COUNTY COMMISSIONERS.

Charles Unit's Decapitation Causes Some Earnest Discussion.

The county commissioners held the regular weekly session yesterday afternoon, and before they adjourned they laid the official head of Charles Unit, the personal tax collector, away in the basket. It came about in this way: The committee on finance, through its chairman, Mr. Jenkins, reported that it had been informed by County Treasurer Irey that the magnitude of the charge of the modest cost of 15 per cent on disbursements as the expense of conducting the lottery. For such a small place as the Albany of that day the magnitude of this scheme puts our modern affairs to shame and its modest profits brand the lotteries of our day as downright frauds.

LOOKING BACK A CENTURY

A Day Among Our Ancestors at the Capital City of the Empire State.

AN ALBANY JOURNAL OF THE YEAR 1801

Account of a Fire at Hand Conveying Water—Lottery, Real Estate and Patent Medicine Advertisements.

However dull and apathetic our Dutch ancestors may have been they were not without that common ambition to get rich at one leap. When it came to patronizing the lottery there were evidently "no flies on them." In a copy of The Albany Centinel spotted with a G, a semi-weekly bearing date of February 2, 1801, we find a liberal supply of lottery advertisements, one of which in particular is a high testimonial to the enterprise of the Albany of that day. This particular advertisement called for the sale of 25,000 tickets at a cost of 45 each and promised in return to distribute \$125,000. This particular advertisement called for the sale of 25,000 tickets at a cost of 45 each and promised in return to distribute \$125,000. This particular advertisement called for the sale of 25,000 tickets at a cost of 45 each and promised in return to distribute \$125,000.

THE REALTY MARKET.

INSTRUMENTS placed on record April 7, 1894: WAHRAWNY DEEDS. Maxwell and Freeman company to P. P. Freeman, street 10 on the E. 1/2 of 1, 1,000. A. J. McDonald and wife to same, lot 10, Missouri Avenue place, 1,000. I. O. Harmon et al to M. A. Barnum, lot 12, block 2, 2,000. H. Blair et al to M. H. Stone, lot 12, block 2, 2,167. Sam to F. W. McGee, lot 12, block 2, 2,167. M. M. Marshall and wife to Missouri Land company, lot 12, block 2, 2,167. M. M. Marshall and wife to Missouri Land company, lot 12, block 2, 2,167. M. M. Marshall and wife to Missouri Land company, lot 12, block 2, 2,167.

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Are they really going to Quit?

This question is asked many times a day—of us and of our friends. We can't blame any one for it, either, for fakes are the rule, rather than the exception, nowadays—But with us it is different—

We are Honestly Going to Quit

Our Lease expires. Our Creditors force us. There's no other Place. There's no money in it.

BECAUSE

NO DOUBT EXISTS In the minds of those who have bought, for surely such prices would not be put on goods if we were going to continue. We can't buy any cheaper than we are selling, so what would be the use of selling to buy over again and make no profit, unless we are going to quit. We will be out of business in a short time now, and then your chance of getting Clothing, Furnishings, Hats, etc., at cost—at half price—at less—will cease. Visit us any way. You can easily convince yourself.

10c BUYS A PAIR OF WIRE BUCKLE SUSPENDERS OR WILSON BROS' SUSPENDERS WORTH 25c.

75c BUYS WILSON BROS' PERCALE AND MADRAS SHIRTS, COLLARS AND CUFFS ATTACHED AND DETACHED, WITH A NECKTIE, WORTH \$1.50.

75c BUYS A PAIR OF MEN'S PANTS WORTH \$2.00.

10c BUYS AN ELEGANT PAIR OF BOYS' KNEE PANTS, AGES 4 TO 14. \$1.00

60c BUYS A PAIR OF MEN'S PANTS WORTH \$1.50.

75c BUYS A BOY'S SUIT, AGES 4 TO 14, WORTH \$2.00 AND \$3.00.

10c BUYS A PAIR OF MEN'S PANTS WORTH \$1.50.

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Columbia Clothing Co. 13th and Farnam. CLOSING OUT. Mail Orders. Must be accompanied by cash, drafts on Omaha banks or postoffice orders. Goods subject to examination of course.

bearing on the case for the reason that the acts alleged to have been committed were committed, if at all, after the contract was let. The plaintiff alleges that it is material as being the carrying out of plans previously conceived or agreed upon. After hearing the arguments of counsel the court took the matter under advisement and will hand down a decision Monday morning.

contrary to genuine principles of liberty in the country." Editorial opinion seems to be entirely about the rates of subscription given are \$3 per annum.