

HALF A BURRO IN DISPUTE

Gould Diets and Archie Love and Their Ak-Sar-Ben Purchase.

BOARD OF GOVERNORS TO ARBITRATE

Each Claims to Own the Maud End, as the Livestockman's Bill is Charged Against the Bride's Half.

When the board of governors of the knights of Ak-Sar-Ben held their annual meeting at the Omaha club tonight the most important item on the agenda was the problem in eleven years will come up for settlement.

Anything that Solomon was put up against was easy alongside the decision the governors will have to render. The members of the board are going around wearing a worried look and consulting anxiously. They admit there is no precedent to steer by in the annals of Samson, and they wish to the roof of the Coliseum and back again that the initiatory rites last summer had not required the active co-operation of five Colorado burros, now referred to slightly as "mauds."

But one certain burro—the meanest, ugliest and most unchristian of the lot—is doing the heaving. When the others had picked an engagement, wherein they were required to fore around Tipperary Indians, Miltian cowboys and divers other freight, they were gotten rid of satisfactorily to a certain degree. Lee Grier, clerk of the police court, bought one and had his head nearly kicked off, to be sure, but Lee always was clever in getting rid of bad bargains, so he palmed the beast off on some poor, foolish one at a fair price and proceeded to hire a force of men to repair his home and outlying property.

It is on record at the auction that Gould Diets bid the great sum of \$15 for the pick of the five critters. It chanced, however, that Mr. Diets was late to his himself to the spot when the animals were distributed. He snorted with contempt when he found he had paid the highest bonus for the beast of the lowest grade. Archibald J. Love stood nearby, and he is illustrated the folly of a soft heart and a loose tongue—for he proclaimed before witnesses that he would assume a half interest in the property Mr. Diets had been cheated on. However sportemlike it was for Mr. Love to thus thrust himself in the breach, it was the wisest thing he did.

Mr. Diets had considered it a nice thing to do to buy a burro for the pleasure of his niece and nephew, the little Nelson children, whereas Mr. Love as a second thought had deemed it well to use his half interest for the enjoyment of his son, Archibald J. Love, Jr., aged 5 years. It appears that Mr. Diets was so chagrined with the quality of his purchase that he refused to bet at once possession of the mule, which he christened "Walter Fake Penfold Jardine," so when Mr. Love suggested the green meadows of his country home at Benson as a fitting domicile for the brute Mr. Diets was willing.

Out to the pleasant reaches of the Benson place was the mule taken. Archibald J. Love, Jr., without consulting his parents, managed to hoist himself onto the mule's vertebrae and in a few moments a small boy picked himself off the award and ran to his mother.

"That donkey," he exclaimed between sobs, "put me over his head. Ma—make him go—go way."

Perceiving the devilish temper of the beast and the hellish designs it had on his child, Mr. Love hired a person to escort the mule to the care and custody of Mr. Gould Diets. Whether the latter gentleman used scolding or a whip from Prof. Glimson is not of record, but the Nelson children had better luck with "Walter Fake Penfold Jardine" than did Archibald J. Love, Jr.

Enter the Board Bill. Came a period of peace and the exchange of Christmas presents, followed by a statement from a lively and boarding stable addressed to Gould Diets and conveying the intelligence that the mule had devoured \$8 worth of hay, oats, corn and other bric-a-brac for which compensation was desired. Arrived also on the same day a demand from Treasurer Penfold to know when he was to receive his \$15 selling price in order to make his squaring with the Ak-Sar-Ben.

Mr. Diets had the impression that he was a wronged man. Even though Mr. Love had repudiated his contract, Archibald J. Love, Jr., in company with the Nelson children had derived many a happy hour from association with the reformed mule, so the Nelson children testified and so a photograph seemed to show. In the picture Master Love apparently was boss of the entire outfit and didn't care who knew it. Whereupon Mr. Diets remarked to Mr. Love that the only decent thing to do was to fork over half the expense account and be quick about it.

Love Claims Rear Half. It is stated that Mr. Love took a particular dislike to the forepart of the mule, since it had treated his son unkindly, but had no special aversion to the rear or Maud part of the animal. Besides, he protested he never could see any beauty in a burro's head, anyhow, but for a long time had entertained much respect for the head. Therefore, inasmuch as it was the southeast one-half of the undivided rear section that he had in mind when he procured his interest, he did not propose to concern himself at all with whatever folly the front end of the mule had committed in eating junk.

Mr. Diets replied that if Mr. Love had not spoken first that was to be his case exactly, and, having taken the position he did not intend to let any rapid talking bounce him out of it. Resulted a wailing of arms and a confusion of tongues and an agreement to submit the matter to the board of governors, of which both are members, for arbitration.

For the Board to Settle. It will be seen that the question before the board is "Whoever owns which end?" Both contestants have loaded themselves down with authorities to support their respective positions, which is the same poor, foolish one at a fair price and proceeded to hire a force of men to repair his home and outlying property.

WISCONSIN PROPOSES DRASTIC STEP. University Faculty May Abolish All Intercollegiate Games. MADISON, Wis., Jan. 8.—From the Madison Herald: The faculty meeting at the University of Wisconsin today it is said there has been a majority of literature ranging from the scriptures down to Mark Twain. To date no one has been found to stand up for the front end of the beast—that is, no one except the livery stable keeper, who wants his \$9 very badly.

Mr. Diets wants \$15 to add to the treasury of the Knights of Ak-Sar-Ben. Now you understand why they are going to have stenographers and a moving picture machine at the annual meeting of the Board of Governors.

WITH THE BOWLERS. The Cudahys won two games from the Armours in their match last night. Both teams showed great improvement over their work of last week and each raised the 2.00 mark. Griffiths was high man on the team with 25 and his 230 was the top single game.

Events at Skating Rink. A match race was held at the rink for tonight at the Auditorium between Henry Homburg of this city and Harry Larson of Chicago. The race was a close one, with Homburg winning by a margin of a few inches.

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WASHINGTON, Jan. 8.—The letter of the secretary of war to the president, transmitting the annual reports of the isthmian canal commission and of the president of the Panama railroad company, together with the reports were received by the two houses of congress today. The report of the canal commission had been made public. Secretary Taft in his letter advised the president that there is to be a majority and a minority report from the board of consulting engineers as to the type of canal to be recommended, and that he expects their action will be submitted to general Davis, the chairman of the board, who will meet the foreign members in Brussels on January 3, a confirmation of the majority report. The minority report is being prepared, he added, and he hopes that the whole matter may be presented for submission to congress by the first of February.

The secretary finds fault with the action of the Panama railroad directors in issuing bonds for the payment of certain obligations, saying that while as a board of directors their action was entirely proper, as representatives of the government the matter should have been submitted to the secretary of war or the president, that the officers of the company undoubtedly acted in good faith and that since the bonds have been repurchased by the company, the matter should be approved, but that hereafter all similar matters must be submitted to higher authority.

Contract with Markel. Referring to the Markel contract and its cancellation, the secretary says: "Another matter calling for comment is the cancellation of the contract with Markel and subsequent settlement. In March, 1905, it became an urgent question how the employment of the contractor of the railway company on the isthmus could be obtained at the lowest possible price. Chief Engineer Wallace knew J. E. Markel of Omaha as a contractor engaged by railroad companies to erect camps and to cater for railroad hotels and restaurants. Mr. Markel had been in the business for fifty years and had made large contracts of this kind in construction work done by the Union Pacific railroad, the Illinois Central railroad and other railway systems of the west. Mr. Wallace invited him to come to the isthmus and look the ground over with a view to making an estimate of the work to be done. Mr. Markel accepted the suggestion, and with his son and partner and private secretary, visited the isthmus about the middle of the month of August, and returned to this country after a month's stay upon the isthmus, where he had done something like six weeks' work. The contract was awarded to Mr. Markel as the lowest bidder on September 15, 1905. When the contract was reached the isthmus Mr. Stevens by cable objected to it as fixing too high a price, and hereupon Mr. Markel was invited into the contract by the consent of Mr. Markel, by which the company was permitted to cancel the contract at any time in the discretion of the president. In view of the fact that the value of the Markel contract only four persons to the isthmus and others were directed to remain in New York, Mr. Markel was directed to return until October 17. During this time, after a conference between Mr. Stevens, Mr. Stevens and Governor Magdon, the notice of cancellation, in accordance with the new contract, was given to Mr. Markel. Mr. Markel ought to be and would be compensated for his loss of the contract, and for services which had been rendered to the benefit of the government.

Reason for Cancellation. The reason for the cancellation of the contract, was that, in carrying out Mr. Markel's recommendations, the railroad company, under the contract, had been obliged to furnish food to its employees and those of the commission at less price than those fixed in the contract. Mr. Markel was of the opinion that the estimate of cost made by him was reasonable, and that the results obtained by the company were due to circumstances—one, that all the elements of cost to the contractor had been taken into account in the railroad company's estimate for the cost of first-class meals, and the other, that the specifications for the work required for meals for the second-class of employees were for a more expensive meal than the company had intended to furnish. In view of the cancellation of the contract it was necessary to consider this issue further.

At a meeting of the railroad directors on November 8, 1905, the president, Mr. Markel, for his actual outlay, amounting to \$24,000, and also a claim for the value of his time and services, amounting to \$10,000, all in anticipation of securing the contract and relying on the performance of the contract, would justify a good business man with whom such a transaction had been made. Mr. Markel's claim for money, time and services, if he had been paid, would have been \$34,000. Mr. Markel's claim for money, time and services, if he had been paid, would have been \$34,000. Mr. Markel's claim for money, time and services, if he had been paid, would have been \$34,000.

Markel Helped Commission. On the other hand, the moral and mercantile considerations in this case are of such a nature that it is difficult to see how Mr. Markel could have acted as he did. He had actually rendered valuable services to the railroad company, and had made a claim for the value of his time and services, amounting to \$10,000, all in anticipation of securing the contract and relying on the performance of the contract, would justify a good business man with whom such a transaction had been made. Mr. Markel's claim for money, time and services, if he had been paid, would have been \$34,000.

Markel Examined. I have received a written statement of the matter from Mr. Markel. I have subjected Mr. Markel to a long examination and have secured from him all the correspondence and vouchers for such of his expenses as he will be able to furnish. The examination of the vouchers has convinced me that Mr. Markel has not been able to send me the vouchers for his expenses. I am sorry that I cannot do so, but I am sure that Mr. Markel did not suppose that they would form the basis of a claim against the government, and that he would not have expended for traveling for

which it is unusual to obtain receipts. I report, including both merchandise and coal, was \$26,840 tons, an increase of 26.71 per cent, and yielded a revenue of \$1,305,148, an increase of 17.30 per cent. The total earnings of the steamship lines of the company for the ten months were \$1,065,068, an increase of 20.17 per cent over the corresponding period of the previous year. Freight traffic increased 32.29 per cent, the earnings therefrom increasing 22.28 per cent. The increase in total earnings for the railroad and the steamship line was \$253,852.

BASE BALL ASSOCIATION MEETS. Probable Fight Over Election of National Board of Arbitration. CHICAGO, Jan. 8.—One hundred and fifty base ball clubs will be represented at the meeting of the National Association of Professional Base Ball Leagues which convenes here tomorrow.

Major Signs with Cleveland. CLEVELAND, O., Jan. 8.—Napoleon Lajoie today signed a contract to manage and play second base of the Cleveland Indians for the season of 1906. There are now eight players under contract for the coming season. Inertton Wood is the only player who signed the former having played with the Ashtabula O. team last year and Wood with the Detroit (Mich.) Independent team.

Spotting Breiville. Marc Cahill of the University of Chicago team, is being considered as coach of Notre Dame. Hugh Jennings will again assist in the coaching at Cornell next spring. The freckled-faced infielder is popular in Ithaca. Purdue is signing on having Hugh Nichols, the old St. Louis Browns' rightfielder, who managed Peoria last year, as a coach for its base ball team.

The snow shut off the ice skating in many places and still on some of the ponds the boys were industrious enough to clean off the snow so they could skate. The Pacific Coast league will shorten its season and cut salaries next year. The pay rolls of some of the clubs have been nearly as large as in the major leagues. Hans Wagner has organized a basket ball team in Carthage, Mo. It will now be in line for Barney Dreyfus to forbid Hans playing the dangerous game.—New York Herald.

Some papers keep harping on the fact that Fred Tappan will take his bunch of players to Charlottesville, Va., something manifestly impossible, as that place has been pronounced by the