

A GENERAL DENIAL.

The Water Works Company Replies
to the Answer of the City.

ATTORNEYS SPARRING FOR POINTS.

A Response Will Be Filed by the
City To-morrow.

It Is Expected That a Time for Taking
Testimony Will Soon Be Fixed by
the Court—The Griffin-
Brown Contest.

City Counselor Rozzelle, was notified yesterday that the National Water Works Company has filed in the United States circuit court a reply to the answer of the city to the original bill of the water-works company. The reply was a general denial of the allegations of the city's answer and a contention that the contract between the city and the company had been faithfully complied with and that, contrary to the allegation of the city, the company maintained a separate plant for the supply of water to the city.

No new point was brought out in the litigation, which, when the city had filed its reply to the answer of the company to the crossbill of the city, will have reached that point where a day will have to be set for the taking of testimony to be presented to the court whereby to determine the point at issue between the city and company.

The water works litigation, growing out of the expiration of the twenty years' contract with the National Water Works Company, and the issue of bonds to the amount of \$2,000,000 for the construction of a water works plant by the city, is rather complicated, though the points at issue are few.

Something over a year ago the water works company filed a suit to enjoin the city from issuing bonds for the construction of a plant of its own. The legality of the bonds was contested and the water works company claimed principally that the terms of the contract between the city and company rendered it imperative on the city to either renew the contract, which is about to expire, or purchase the plant of the company.

To this original bill the city filed an answer, in which it contended that the company had failed to furnish sufficient water pressure and had violated its contract in other respects, among which were that the company did not operate a complete system for the supply of water to the city.

At the same time when the answer denying the material allegations of the company, was filed by the city, the latter filed a crossbill asking the court to restrain the company from interfering with the city in constructing its own system and to determine whether the company had complied with its contract in building such a system as it had contracted to build, and what, if any, obligation the city was under, and whether the city was bound to purchase the plant of the company, setting up that, instead of the city owing the company for delinquent hydrant rental as claimed by the company, the latter was indebted to the city for failing to furnish sufficient water pressure and for other failures to comply with the terms of the contract.

Last February the company filed its answer to the crossbill of the city, making a general denial of the allegations of the city. This left two replies forthcoming. One was the reply of the company to the answer of the city to the original bill of the company. This was the document filed yesterday. The other reply forthcoming is the reply of the city to the answer of the company to the crossbill of the city.

City Counselor Rozzelle was in consultation yesterday with the other attorneys for the city in the water works litigation and the following reply was prepared and will be filed to-morrow morning in the United States circuit court:

"The replication of the complainant, Kansas City, to the answer of the defendant, the National Water Works Company, of New York, to the cross bill of complainant.

"This repliant, saving and reserving to itself all and all manner of advantage of exception which may be had and taken to the manifold errors, uncertainties and insufficiencies of the answer of the defendant to the cross bill of the complainant, for replication thereunto sayeth: That it doth and will aver, maintain and prove its said cross bill to be true, certain and sufficient in the law to be answered unto by the said defendant, and that the answer of the said defendant is very uncertain, evasive and insufficient in law to be replied unto by this repliant: Without that, that any other matter or thing in the said answer contained material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true: all which matters and things this repliant is ready to aver, maintain and prove as this honorable court shall direct, and humbly prays, as in and by its said cross bill, it hath already prayed."

The same points at issue in the litigation are involved in the suit of Charles Soosmith against the city to restrain it from issuing bonds for the construction of a water works system for itself. The same proceedings were had in this case as in the other, and a reply, which was a copy of that of the company, was filed yesterday in the United States court.