THE LIGHTING PROBLEM.

Let the Supreme Court Decide in the Matter.

Last fall the old council passed ordinances for the construction of its own electrical works, with which the public is familiar. The publication of these ordinances was enjoined by the district court, not upon any ground of fraud in the proposition, but on account of certain illegal features in the ordinances.

From this injunction, an appeal to the supreme court was taken by the city. The case in the opinion of the supreme court was of sufficient importance to advance it on its docket and the hearing is set for June 7 next. By this decision of the case in the supreme court important questions regarding the rights of the city to construct electrical works will be settled.

One of these questions involves the right of the city to take $200,000 indemnity as provided in the enjoined ordinances, should the city choose to construct its own works and rid itself of the tax-eating Friedberg contract. The Friedberg Company would like to see it decided that the city has no right to take the indemnity, for that gives them the chance to go before the public and say that it has a twenty year contract for lighting the city, and that the city will be subjected to big damages if it constructs and operates its own works without first getting the twenty year contract out of the way.

This is an important weapon of obstruction in the hands of the Friedberg Company. The decision of the district court now in force ties up the hands of the city completely and operates entirely to the benefit of the Friedberg Company.

So long as this decision stands the enjoined ordinances are a dead letter and there could be no reason for repealing them except to benefit the Friedberg Company and jeopardize the success of the city's own case in the sprueme court.

If the decision should be in favor of the city, and the injunction dissolved, the entire merits of those ordinances would come before the council on a proposition to pass an ordinance calling for a special election to vote the bonds, and the passage of this ordinance would rest entirely in the hands of the council.

It is obvious therefore that there is no necessity for taking any action on these enjoined ordinances at this time, but rather it is imperative not to do so, yet Mr. Talbott has introduced ordinances for their repeal, and intends to follow this up by a proposition to have the city dismiss its appeal in the supreme court, and thus leave the present decision of the district court in force and throw the costs of the suit on the city. This would leave the Friedberg Company in entire possession of the field, and at the expense of the city. That company has another interest in having the appeal dismissed in the supreme court.

It is this: When the injunction against the publication of the ordinances was granted, a bond was given to the city and other defendants providing that the parties to that bond should pay all costs and damages, in case it should be finally decided that the injunction had been improperly granted. B. Friedberg, A. R. Ford and Mark Harris, who is a stockholder in the Friedberg Company, are on that bond, and should the case be dismissed they would be wholly relieved of any liability on the bond, while the city pays the costs. In a word, Mr. Talbott's ordinances are entirely in the interest of Friedberg and his bondsmen.

That the city should want to beat its own suit in the supreme court, and play directly into the hands of Mr. Friedberg would certainly be wonderful. It is of great importance to the public, that the vital questions involved in the appeal should be settled one way or the other by the supreme court, and whatever the law may be as to the purposes embodied in the enjoined ordinances, the decision of the supreme court alone can be satisfactory to the people.