

BEFORE THE JUDGE.

**National Water Works Company to Be
Restrained by Law.**

POLICE ARE CALLED IN PLAY.

**Trench Digging to Repair a Broken
Main Stopped.**

**Committee Work Indicates That a Wise
and Patriotic Plan Will Solve All Fu-
ture Problems in Regard to Sup-
ply and Ownership.**

If the National Water Works Company attempts to carry out its threat to-morrow afternoon at 2 o'clock of turning off the water supply of the city from the fire hydrants, it will probably be met with a restraining order issued by Hon. Henry C. Caldwell, of Little Rock, Ark., who holds the position of circuit judge of the United States. Major William Warner, Hon. John Gage and City Counselor F. F. Rozzelle, representing the city, left yesterday for Little Rock, and this afternoon at 3 o'clock they will appear before Judge Caldwell and ask that a restraining order be issued preventing the National Water Works Company from cutting off the water supply of the city. There is no doubt but that the restraining order will be issued, since that is the usual form of action, and the order can be issued without involving or affecting any of the merits of the controversy between the water works company and the city. This will effectively estop all proceedings of the company, at least for the time being, to place the city at the mercy of the company. All efforts of the city to arrive at an amicable settlement of the controversy have been met by the company with conditions which the city cannot accept without giving up all that is claimed by the city in the pending controversy. The ultimatum of the company, issued several days ago, requires the city to pay the company the amount of hydrant rental alleged to be due the company, the penalty for failure to do so to be the cutting off the water supply of the city. This amount alleged to be due the company is in controversy. The city claims that the company has been overpaid already, and that it owes the company nothing, because the company has failed to comply with its contract, and has been receiving pay for service which it has not furnished.

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company threatens to punish the city for not complying with its inexorable ultimatum by cutting off its water supply, it is defenseless in the event of fire. It is taken as evidence of the fact that the company is not willing to allow the matter to be adjudicated in the courts, but to enforce the city into a settlement by ignoring the merits of its case in self-pro-

tection. The city's counsel for the city will, in its application for a restraining order, set up the fact that the company threatens to cut off the water supply of the city, and will recite the facts of the action of the company, if restrained from leaving the city defenseless in the event of a fire. The counsel will set forth the fact that the insurance companies which have agencies in this city would cancel all policies held here if the company leaves the city without adequate fire insurance; and will also set forth that the controversy between the city and the company is now before the United States court in the district, and will ask that the company be restrained from taking its threatened action until the case is decided by the court where the controversy pends.

The city's counsel will further show the uselessness of the company's threatened action in anticipating the decision of the court in pending case by seeking to compel the city to order to protect itself to settle one

of the controverted points in favor of the city in advance of any such a terminating the litigation now pending between the two parties to the suit in the United States court.

The water works company, as stated several times in the JOURNAL, steadily maintains that it will carry out its threat, and is making arrangements to do so, but it refuses to disclose the steps it intends to take, merely asserting that it will turn off the water if the alleged obligation is not liquidated before to-morrow afternoon at 2 o'clock, in accordance with the ultimatum issued by President Taintor.

City Attorney Krauthoff and Superintendent Jones ridiculed yesterday the published statement that the company would issue a circular to its private customers, asking them to put up with temporary inconvenience while the city water supply was being cut off. They also derided the whole statement as given to the public and purporting to come from the company.

"I never thought of such a thing," said Attorney Krauthoff yesterday. "The Times has been doing a great deal of guessing in this matter and this is some more of it." Superintendent B. H. Jones smiled and

e scheme was never decided on nor thought of, though we are thankful for little suggestions that may be made." Superintendent Jones said that the company could use the Turkey creek pumping station for pumping water from the Kaw on two days' notice. The pipes, he said, are not now connected, but they are ready, and if the necessity arose the water would be pumped from the Kaw. (This settled the alleged defense which the company controverted points in favor of the company in advance of any such a termination of litigation now pending between the parties to the suit in the United States court.

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Mr. Krauthoff and Superintendent Jones ridiculed yesterday the published statement that the company would issue a check for \$100,000 to its private customers, asking them to put up with temporary inconvenience while the city water supply was being repaired. They also derided the whole statement given to the public and purporting to come from the company.

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