LETTER FROM KIDNAPERS

Which Caused Cudahy the Millionaire Packer

To Pay $25,000 Blood Money for Recovery of His Little Son Who Was Stolen.

The following is a copy of the letter sent to Millionaire Cudahy by the kidnapers of his son. The money was paid and the boy restored to his parents:

Omaha, Dec. 19 1900.

Mr Cudahy: We have kidnaped your child and demand $25,000 (twenty-five thousand dollars) for his safe return. If you give us the money the child will be returned as safe as when you last saw him, but if you refuse we will put acid in his eyes and blind him then we will immediately kidnap another millionaire's child that we have spotted and demand $100,000 and we will get it for he will see the condition of your child and realize the fact that we mean business and will not be monkeyed with or captured. Get the money all in gold five, ten and twenty dollar pieces put it in a grip in a white wheat sack get in your buggy alone on the night of December 19th at 7 o'clock p. m., and drive south from your house to Center street; turn west on Center and drive back to Ruser's park and follow the paved road towards Fremont, when you come to a lantern that is light by the side of the road place the money by the lantern and immediately turn your horse around and return home. You will know our lantern for it will have two ribbons, black and white, tied on the handle; you must place a red lantern on your buggy where it can be plainly seen, so we will know you a mile away. This letter and every part of it must be returned with the money and any attempt at capture will be the saddest thing you ever done.

CAUTION FOR HERE LIES DANGER.

If you remember some twenty years ago, Charley Ross was kidnaped in New York city and $20,000 ransom asked. Old man Ross was willing to give up the money but Burns, the great detective, with others, persuaded the old man not to give up the money assuring him that the thieves would be captured. Ross died of a broken heart, sorry that he allowed the detectives to dictate to him.

This letter must not be seen by any one but you. If the police or some stranger knew its contents they might attempt capture although entirely against your wish or some one might use a lantern and represent us; thus, the wrong party securing the money and this would be as fatle to you as if you refused to give up the money. So you see the danger if you let this letter be seen.

Mr. Cudahy you are up against it and there is only one way out. Give up the coin. Money we want and money we will get.

If you don't give up, the next man will, for he will see that we mean business and you can lead your boy around blind the rest of your days, and all you will have is the dara copper sympathy. Do the right thing by us and we will do the same by you. If you refuse you will soon see the saddest sight you ever seen.

Wednesday, December 19th.

This night or never.

Follow these instructions and no harm wll befall you or yours.

LENGTHY DECISION.

(Continued from page 1.)

the company? They are absolute trespassers on the public highway, having no right whatever on them up to the date of the passing of the amending ordinance November 6th, so far as the use of the public highways was concerned. The company was going on taking its risks. So far as the plaintiff is concerned, their operations could not be questioned by her until their works interfered with her private rights and upon that question and the law affecting it my former judgment stands, and if no amending ordinance had been passed my former judgement as to the injunction would stand. What then is the effect of ordinance 41? This ordinance recites that the defendant company under the provisions of the ordinance incorporating the company have laid down certain pipes in the city of Dawson for conducting water. Now, the defendant company had those powers to lay down pipes and conduct water providing they did not use the highways. The ordinance further recites that they have "without authority" erected certain buildings along the course of the pipes, and goes on to enact as follows: "The buidlings so erected and now standing shall be permitted to remain and be occupied and heated or otherwise handled or managed for the due and proper protection of the said outlets from the said water pipes for the public use until the commissioner in council shall see fit to order them to be removed from the streets and highways on which they stand, provided that the said company remains responsible for any damage for which it might be legally liable through the erection and maintenance of the said buildings."

It is difficult to intepret these acts in the face of so many irregularities. It is hard to understand how a company could go on and operate its works to any considerable extent without obtaining the consent which their incorporating ordinance provides for. The amending ordinance appears to have been hurriedly drawn, but in interpreting any act which interferes with private rights great care must be exercised. North, J., says in Wigram vs. Fryer, 36 Ch. D. 87: Expreas language in "statutes is absolutely indispenssble in conferring or taking away legal rights, whether public or private," and further, "rights, whether public or private, are not to be taken away or even hampered by mere implication from the language of the statute." Queen vs. Strachan, L. R. 7, Q. B. 763. It was argued that these acts should receive a broad and liberal interpretation. Surely that cannot mean that words have to be embodied in the act which are not there, nor that I am permitted to imagine what the legislature intended. Does the amending ordinance give the assent required to the company to lay its pipes along the highways? It would be extraordinary if any legislature really should allow any company to override of its own motion an express provision of the act of incorporation and imposing certain terms before the uses of the highway could be taken or admit their right to do so. I think not. I do not think that can be read into the act. It provides that the buidlings now standing shall be allowed to remain for the due and proper protection of the outlets from the water pipes for the public use. That is all. For the purpose of determining this action it does not matter, it seems to me, how the water is brought to these outlets. The council has seen fit to allow a building for the protection of them and that is all. To properly deterimne this case one must consider how these buidlings have been used. The one in question is very much larger than the other referred to in the ordinance and about which evidence was given as to their size. It is not only to protect the outlet, but is used as a house to contain a stand pipe and water tank and a hydrant. The defendants attempt to set off the damage to the plaintiff's property by the benefit to be derived possibly from the fire hydrant. They cannot be permitted to impose a benefit upon the plaintiff and to say that that is a complete set off to annoyance and damage caused by the erection of the building. The building is used as a general depot or distributing point for the main part of the city. Teams block the highway at all hours of the day and part of the night. All kinds of vehicles are used, horses, dog teams and men with sleighs, standing, gathered about the place creating a nuisance, obstructing the highway and annoying the inhabitants of the plaintiff's house. I certainly do not think that the ordinance in its terms permits that kind of use to be made of the building. Again, the buidling is so managed that it is a greater nuisance to the plaintiff than it would be if properly managed. Smoke enters at the windows, and sparks have entered and burnt the bedding and bedclothes of the plaintiff. The approach to the premises is very seriously interfered with, the appearance of the buidling is injured and their enjoyment of the view from their windows is obstructed. The defendants' manager swears, and the ordinance apparently contemplates, that the erection shall only be of a temporary nature. The plaintiff has sworn that it will be removed at an early date in the spring. Evidence was given that it was of great public use, over two hundred actual customers coming to the building and a great portion of the city being supplied from it. It was also shown that any removal or alteration now would be disastrous to the entire works and would, in all probability, cause the freezing up of the system. From the evidence I am inclined to think that that would be the result. While I would be disposed to order the issue of an injunction if the building were a permanent structure and conducted as it is at present, yet there is authority that where the niusance is of a temporary nature the court may refuse to grant an injunction—Harrison vs. Stonmark & Vauhall Water Co., 2 Ch., 1891, 409—and by a parity of reasoning it seems to me that the court might also refuse to grant an injunction for a limited time. Taking into account the great public convenience which this water depot is and the danger of a great loss to the system if now removed, I am disposed to allow it to remain until it is safe to remove it, but on terms that that pipe which carries the smoke shall be raised to a height of one foot above the eave of the plaintiff's house and made of the best iron procurable and protected by a sufficient spark arrester, that all the requirements of the fire ordinance of the city of Dawson shall be complied with in respect of the building, that no water shall be removed from the buidling after the hour of 9 o'clock in the evening, or before 7 o'clock in the morning, that the business shall be conducted with the least possible noise to the plaintiff and the least possible obstruction to the public highway. If the defendants accept these terms the injunction order shall not be issued until the 15th day of April. The claim that this work is of great public importance and of large value, has some weight with me, but I think the plaintiff is entitled to quite as much consideration when we consider the fact that the entire value of the water works plant as sworn by the assessors (of which the manager of the defendant company was one) is only $8000, while the value of the building of the plaintiff was $28,000, by the same valuators. I am influenced very largely in allowing the injunction to remain uninforced by the view that the public convenience would greatly suffer if this building were now removed and as well the almost certain great and unnecessary loss to the defendants. Considerable evidence was given as to the nature of the water delivered. The only evidence we have as to the water was the analysis of Dr. McArthur. No other analysis was put in and contradicted and while his evidence was somewhat shaken upon the question of whether percolation through sand would eliminate typhoid germs, yet I see no reason to doubt his evidence that the water is good table water and fit for public use. A great deal of evidence was given as to the quality of the water in the Yukon and Klondkie rivers, all agreeing that the Klondike at certain seasons of the year was unfit for use and also agreeing that the water from the Yukon at certain points was unfit for use, but that at some other points not clearly defined, the water would be good. I do not think that the public convenience would be at all served by a resort to either of these sources of supply and for that with the other reasons the injunction will not issue until the date mentioned.

As to the question of damages, I find myself in greater difficulties, the plaintiffs allege that their matting was injured, that they were prevented from driving to their door, that cord wood was sawed on the street opposite to them, that the building was used as a general water depot to their great annoyance, that their view was obstructed and their entrance obstructed, their insurance increased, that smoke and sparks fly into their windows. They also claim that several of their tenants had left them and I agree that they certainly have proved their case as to the obstruction and the nuisance arising from the use of the water depot, as to the tenants the question is different. It is alleged that Dr. Thompson left the premises on account of his sign being obstructed by this building, but no definite evidence is given on that point. Dr. Thompson himself is not called. It is alleged that the occupants of the shooting gallery left for the same reason. A letter from him of notice to quit was put in but whether that letter is evidence by itself that it contains the true reason for his leaving, I allowed it to go in simply as evidence to be afterwards, if possible, substantiated by the tenant's evidence. I cannot, therefore, find that this tenant left for the reasons set up and it will not, thereffoer, be necessary for me to decide the question as to whether that would be a proper element in the estimation of damages. Reinhart, the furrier, claims damages from the obstruction and threatens to leave. No damage so far has arisen on that account. I, therefore, cannot assess damages for that. Positive evidence has been given that the business of the hotel has dropped off very considerably, as much as $19 per night being estimated as the damage. One boarder, a Mr. Dolan, left on account of the annoyance and smoke and his rental was $70 per month. A caretaker had to be appointed which I think was a necessary and wise precaution on the part of the plaintiffs after the fire, at $75 per month. Then there is the question of the general annoyance which I find it very hard to estimate. As to the matting, I do not think that it is very clearly made out that the injury to it was caused entirely by the earth thrown up by the defendants, and it may very properly go into the general element of annoyance. The only definite item which is clearly proven was the Dolan leaving and the caretaker which was fixed in any ascertained amount. What to place the general annoyance at is hard for me to say. The building is a valuable one, situated upon one of the best business corners of Dawson, has a growing concern at $60,000 a year; its own value is $28,000. It seems to me that this is not a business to be lightly interfered with. That the defendants were rash and inconsiderate in taking the position which they did without any authority from the council but going ahead of their own pure motion moving this buiding across the street from where it formerly was and setting it up directly opposite to the main entrance to a valuable hotel, not using proper forethought at the proper time because the manager swears that a month's forethought would have avoided all this trouble. Believing as I do that the defendants were extremely careless and precipitate in their work, surely acting without proper authority, advise or instruction, they cannot complain if they are called upon to pay reasonable damages for the injury done to the plaintiffs. I cannot, of course, assess damages for the deterioration in the value of the property, the nuisance being only a temporary one and to be removed. I can, however, endeavor to fix some compensation for the nuisance caused to the plaintiffs. I, therefore, fix the total damages at $500 to date of trial, together with full costs of the action, including the costs of the motions for injunction and dissolution of injunction.

(Signed) JAMES CRAIG,
Judge.