### NOTICES. SPECIAL

DVERTISEMENT: FOR THEME COLUMNS will be taken until 12.0 p. m. for the evening and sail \$2.0 p. m. for the evening and sail \$2.0 p. m. for the evening and sail \$2.0 p. m. for the morning and bunday sold tions, advertisers, by requesting a numbered check can say their answers addressed to a numbered letter saire of THE BEE. Answers an addressed will be officed upon presentation of the check.

## SITUATIONS WANTED.

-A COMPETENT AND EXPERIENCED BOOK A keeper and general accountant will be open for an engagement May 1; good references furnishe Address F. 33, Bec. M102 28\* A-YOUNG MAN OF GOOD BARITS DESIRES
A position as office masistant. Experienced. Address F 31, Bec. Maps 25\*

A-RESPECTABLE COLORED LADY WOULD fike situation as whist finisher and general helper. Address Mrs. Stanton, 182 Flerce. Mills 224 WANTED BY EXPERIENCED YOUNG LADY A position as stenographer. Good reterences will do other office work. Address F 26 Rec. 145 27\*

A stenographer or general office work, 2 years experience. Address F.37, Rec. 155 29 A STENOGRAPHER: RECENT GRADUATE, and letegraph operator desires position. Address F.S. Roe.

### WANTED MALE HELP

Bates, 15 c n word first insertion, ic a word there ifter. Nothing taken for less than 25c. B-SALARY OR COMMISSION TO AGENTS TO handle the Patent Chemical Ink Fraser Pencil. The most useful and novel invention of the age. Erases ink theroughly in two seconds. Works like magic. 20 to 100 per cent profit. Agents making 160 per week. We also want a general agent to take charge of territory and appoint sub-signific. A rare chance to make money. Write for terms and a received of territory and appoint sub-signific. A rare chance to make money. Write for terms and a received of territory and representations.

ensures to make money. Write for terms specimen of crasing. Morroe Erasing Mig. 16, La Crosse, Wis. B-WANTED, TRAVELING SALESMEN TO rolling pins, 100 month salary and expenses, 0.72 per cent, commission. Send stamp for reply, theago Baking Powder (o., 767 Van Buren St., Chicago.

P-REK US IF YOU ARE SEEKING A HIGH good position. We have pieced hundreds in Cood positions. Western Business Agency, 318 N. Life bldg. 964-a-30

B-MAN WANTED TO SELL AND COLLECT Bin country. Apply at Singer office, late Bouglas. M509 Mil. Bour city business. Experience enpecessary and salary to right party. Apply 1516 Lougias.

B-WANTED, HARNESS MAKERS ON BRIDLES
Band light barness. Fremont Faddlery Co., Fremont, Neb. 853-28 B-CARINET MAKERS WANTED BY THE ST.

B-WANTED, A GOOD TINNER THAT CAN quard, Scribner, Neb.

B-2 RELIABLE MEN TO CANVASS HOUS C. Dhold and dress goods Apply 8:30 a. m. or 5:30 p. m. fst 518 N. 16th street, Mi33 29\* B-WANTED SALESMEN ON THE ROAD TO Sell advertising earls, fans, etc., on commission, direct from the manufacturer. Can make \$30.90

B-WANTED SALES AND SALES A P-WANTED, A GOOD COATMAKER, PAY FROM Book to \$11.00 for coats; steady employment Jackel, the tailor, Hebron, Nob. 158 1\*

B-WE WANT AT ONCE RELIABLE MEN Reverywhere docal or traveling to advertise and keep our show cards tacked up in towns, on trees and fences along public roads. Steady work in your own county. Foots a month salary and \$5.00 a day expenses deposited in your bank when started. Franco-German Electric Co., Box 861, Cincinnatt, O., Midd 28°

B-WANTED, FEW STUDENTS FOR PRIVATE Address in telegraphy, ladies or gents. Address 5 B-LABORERS ON RAILROAD WORK IN NE-B brasks and lows. Good wages. Free pass. Kramer & O'Hearn Labor Agency. 363 South 11th

## WANTED-FEMALE HELP.

Bates, 14c a word first insertion, ic a word there-fier. Nothing taken for less than 25c. D-WANTED, A FIRST CLASS DRESSMAKER. 1006 Dodge, L. Weinberg. M908 20\* 7-A GIRL TO DO GENERAL HOUSEWORK

CWANTED, COMPRESE FIRST GIRL, GOOD MIII 28 D-FOR HENT, 10 ACRES WITH SMALL COT tage close to city. See Hicks, 105 N. V. Life. 989 29

C-LADIES MAKE \$20 WEEKLY WRITING AT Chome for Glen Tollet Co., South Bend, Ind.: no envassing. Reply with addressed stamped en-wedgepe. M136 2\* Coast of Brownell hall.

C=GOOD COOK WANTED, BEST OF WAGES, AT 2408 Farnam. Mrs. J. M. Thurston. 150 C-3 WAITRESSES AND 3 CHAMBERMAIDS for Sheridan, Wyo., 750; waitresses, 250; pastry cook, 810, 810ux City; fares all paid. Omaha Em-ployment Burcau, 119 N. 16th st. 147-27 C-AN AMERICAN LADY CAN FIND A CON-genial position in business with \$9.60 weekly compensation, need not be experienced, but must have references. Call Friday, 10 to 4. W. T. Mar-shall, 17 Creishton block, upstairs. 146-27\*

Rates, 10c a line each insertion. \$1.50 a line per nonth. Nothing taken for less than 25c Dety. The O. F. Davis company, 1505 Farnam at

D-3 AND 4 ROOM APARTMENTS, VON DORN block, with steam, References required, 518 8 224,

D-FOR RENT, 10 BOOM HOUSE, 2106 DOUGLAS D—8-ROOM HOUSE, 5-ROOM COTTAGE, ALL Dmodern, beautiful lawns, shade, etc. N. E. cor. 22nd and Miama sts.

D-LARGE LIST HOUSES, PAUL, 1005 FARNAM MIGMI. D-FOR RENT. 6 ROOM COTTAGE. GOOD RE Dpair, \$10 per mo. including city water. 117 N. 37 take Farnam car. Stoetzel, 714 S. 16. 984

Delta Kilkenay & Co., R. I., Continental block. Ding, centrally located; \$23.00 and \$25.00 per month Relkenny & Co., room 1, Continental bik. 1839 M7 D-4-RCOM FLAT, \$11: 4-ROOM FLAT, \$20; 7-proom flat. \$50. All conveniences. Opp. Jefferson Equare. Roberts. 1618 Chicago. 177M 1\*

Dairest. See the proprietor. M576 M1\* D-FOR RENT, THREE 6-ROOM HOUSES, COR-larger of Mason and 18th street, in good repair, Inquire at 97; bouth 18th, Linton block, John Hamiln, agent. D-FOR RENT, NINE-ROOM HOUSE, MODERN Improvements Inquire 420 North 59th St.

D-TEN-ROOM MODERN HOUSE. GOOD LOCAtion; rent moderate. L. S. Skinner, 1814 Farnam
M917

D-FOR RENT. AFTER MAY IS, 6-ROOM ROUSE;
bath and-city water; it is Dorcas street. Inquite Robert Hunter, flee office.

D-EOR RENT, MODERN HOUSE, MLEGANT Diocation (furnished), to party without children, who will board owner for rent. Address F 28, Bec. M973 39

D-FIVE AND SIX-ROOM HOUSES, \$10.00 AND \$15.00. O. Hartman, N. W. cor. 17th and Docatur. Call after 5 p. m. Mi03

D-FOR BENT, FURNISHED MOUSE OF 12 Process, Farnam st. near 19th, after May 1.

AMES, \_507 Farnam st.

907 29

Dasariy new, with barn, Macleod, Ste N. Y. Life. D-FOR RENT, NICE TENROOM MODERN Dhouse, east front, on South 17th street, near lackson; rent, \$45. Inquire 62 South 17th street.

## FOR RENT-HOUSES.

Continued. D-FOR REAT. 4-HOOM HOUSE, COUNER ISTH FOR RENT-FURNISHED ROOMS. E-FURNISHED ROOMS WITH STRAM HEAT Howard st. 2nd floor.

E-NEWLY FURNISHED ROOMS, 223 N. 23D.

P-FURNISHED & UNFURNISHED, ISH CAP. AVE. -MISS L. CONNOR OF 4101 AND 4117 INDIANA ave. Chicago, has pleasant rooms in private idences for World's fair visitors; South Side. one block from L station. Terms reasonable Feferences exchanged. Ment 50 E-TWO FUBNISHED ROOMS, GENTLEMEN MAGI

FOR RENT, NICELY FURNISHED ROOM 1919 Dodge street M900  ${
m E}^{-{
m one}}$  furnished room, 1613 dodge.

PLEASANT, WELL FURNISHED ROOM conveniences 7:01 Douglas, M127 3\*

FURNISHED ROOMS AND BOARD. Natus, luc a line each insertion, \$1.50 a line per month. Nothing taken for less than 25c.

P-THE DOLAN, 20 AND 211 N. ISTH ST. -YOUNG WOMEN'S HOME, UNDER CARE OF Woman's Christian association, HI So. 17th st. 901 ROOMS WITH BOARD, 2013 DOUGLAS ST.

F-BOARD, PRIVATE HOUSE, NEWLY FUR LANGE EAST FRONT ROOM WITH ALCOVE 18, 25th street. MRI7 F-DESTRABLE FRONT ROOMS WITH BOARD

F-DESIRABLE PROPERTY OF THE PR F-WANTED, TWO GENTLEMENTO ROOM AND board in private family. Southwest part of city. Address F 52.

FOR RENT-UNFURNISHED ROOMS Rates, 196 a word first insertion, ic a word there-fter. Nothing taken for less than 25c.

G-2 FRONT ROOMS, BRICK, 1909 LEAVEN MUST 30\*

For unfurnished rooms, one south and or front, modern conveniences. Referen-intred, 2582 Harney. FOR RENT-STORES AND OFFICES

RENT. STORE ON S. BTH ST., LANGE suitable for mear market, hardware or dry tore. Inquire 606 S. 15th st. 966 I—FOR REAT, ONE THREE STORY AND BASE ment brick store building 1935 Farnam street; one story and basement brick store building, 413 South lith street; one store, 146 Capitol avenue. All in first class condition, for rent on reasonable terms. Inquire of A J. Poppleton, room 51s First National Bank bidg.

FOR RENT, THE 4-STORY BRICK RUILDING 15 Farmam st. The building has a freproof ce-net basement, complete steam beating fixtures, ter on all the floors, gas, etc. Apply at the office The Hov. T-OFFICES, WITHNELL BLK, WELSHANS AGT. Abusiness corner in Omaha, Globe building, 16th and Bodge. Globe Loan & Trust Co. M679

DESTRABLE OFFICES, BUSHMAN BLOCK, F D. Wead, in building, 18th and Douglas. 88-28 I ONE-HALF OF ONE OF THE BEST GROUND clouding light, beat and janitor. R. Mctlelland & Co., 1702 Farnam street. Co., 1702 Farnam street. 124

I—NOTICE BUTCHERS: FINE LOCATION FOR meat market, recently vacated by the same Could control trade if taken at once. Liberal in ducements given to responsible parties. Apply at 600 S. 18th at. 15t 3

## AGENTS-WANTED.

J-AGENTS, EITHER SEX, DO YOU WISH A good position selling our "Bread Cake & Paring Kaires, also "Carver" No capital needed, Goods light and attractive, Profit 150 per cent. Clause Shear Co., Kansus City, Mo. M470 M10"

## WANTED-TO RENT.

after. Nothing taken for less than 25c. K-WANTED, IMMEDIALELY, 6 OR 7 ROOM cottage within mile and a haif of postoffice. Address F 34 Rec. MISL 39\*

K-CAPITALISTS, ATTENTION: ON SEPTEM ber 1 want a lease for a term of years of warehouse with trackage sufficient for wholesale business. Address X 10. Bee office, Council Bluffs.

STORAGE.

Rates, ide a line each jusertion, \$1.50 a line per, month. Nothing taken for less than 25c. M-STORAGE, WILLIAMS & CROSS, 1214 Harney

M-STOVES STORED AT REASONABLE RATES
At Hughes Stove Repair Works, 607 S. 13th st.
704m31 WANTED-TO BUY.

BUM Rates, 15c a word first insertion, ie a word there, after. Nothing taken for less than 25c.

N-WANTED TO BUY SOME & PER CENT NOTES secured by mortgages on Omaha city or Douglas county property. Reed & Selby, 355 Chamber of Commerce. N-CASH FOR FURNITURE, HOUSEHOLD goods, etc., or will sell for owner in our auction sales it Wells, lili Farnam 905

FOR SALE-FURNITURE.

Kates, 156c a word first insertion. Ic a word there after. Nothing taken for less than 25c. O-FOR SALE CHEAP NICE KITCHEN AND ball furniture. 2021 Caldwell street. 264-31\*
O-DINING ROOM SET FOR SALE CHEAP. Only used six months. Inquire 2029 Spruce st. one block south Lake st. 124-30. FOR SALE-HORSES WAGONS ETC.

P-FOR SALE, NICE BAY CARRIAGE TEAM and carriage, L. W Tulleys, 103 Pearl St., Council Bluffs.

P-FOR SALE, FINE RIDING PONY, PERfectly gentle, Will self cheap Call on or address W. B. Taylor, 807 South 19th street.

FOR SALE-MISCELLANEOUS.

Q-THE STANDARD CATTLE COMPANY OFFER baled hay at \$5.00 per ton, on board cars at ames, Neb. This price may be withdrawn at any time.

Q-FOUR FIRST-CLASS PATENTS FOR SALE or trade. Joseph D. Smith, patentee Box 207, Rising City, Neb. Q-BRICK FOR SALE CHEAP AT SITH AND 335 O Doreas.

Q Fort SALE. OLD LUMBER CONSISTING OF Conatched flooring, stding, sheeting, ceiling joists, scantling, doors, windows, frames, outside blinds, laths, etc., streasonable prices. Apply to Associated Charities, 807 Howard street.

970 30\* Q-FOR SALE, A FRESH COW AND CALE AT Miso 1\*

Q-1008 SO. 22D STREET, EGGS FROM TWO OF ting.

Q-1008 SO. 22D STREET, EGGS FROM TWO OF ting.

Miolize Miolize Cow with calf at Brown and 24th Sts. Miolog 28\*

Q-FOR SALE, CARPENTER'S TOOL CHEST Complete, also 4 from clamps. Mrs. W. Zeller Springdeld, Neb.

# MISCELLANEOUS.

P.—WANTED, HOUSEKEEPERS TO KNOW
that we renovate and thoroughly clean by the
most improved processes feather beds and pillows.
Highest market prices paid for new and old feathers. Billow & Doup, 1sth and Davenport. Telephone 1.800.

P.—TYPEWRITERS FOR RENT. WE CAN FURnish you either a No. Tor No. 5 Remington typewriter, in first-class condition, on rental. Give us
a cail. Wyckoff, Seamans & Benedict, 1713 Farnam
street, Omaha. Nebraska.

CLAIRVOYANTS.

C-Mills DR. M. LEGRAVE, PROPHETESS, DEAD Strance clairvoyant and life reader; tells your life from cradle to grave; can be consulted on all affairs of life; has the celebrated Egyptian breast plate to unite the separated and cause marriage with one you love. Come one, come all and be convinced of her remarkable powers. Office and residence 417 S. lith st. hours V a. m. to 9p. m. Strict life chart and photo of your future wife or husband sent through mail for \$5.00; chart alone. \$1.00. All letters containing 4 cents in stamps promptly answered.

CLAIRVOYANTS

Continued. S-MHS. NANNIE V. WARREN, CLAIRVOYANT, Scellable business medium, fifth year at 119 N Eth.

MASSAGE, BATH, ETC. T-MADAME SMITH, 502 S. 18TH, 2ND FLOOR, Rooms Massage, vapor, alonton, steam sulphurine and sea baths.

-MASSAGE TREATMENT, ELECTRIC-THER U mai baths, scalp and hair treatment, manicure and chiropodist. Mrs. Post.319% S. 15th, Withnell bik

-WILLIAM, IF YOU'LL SMORE KING LOUIS 3 for 25c, all will be forgiven. Trace. Tobac dst. Brown bik. 16th and Douglas. 831 A27 U-HAVE YOU ANY MONEY: IF SO, AND YOU want to put it out on the best, first mortgage security in Nebraska, in sums of \$50 to \$4,081, and get six per cont interest, come to us. There is bacintely no risk. Never had anything better loggs & HIII, 1408 Farnam st. 020M14

MUSIC, ART AND LANGUAGES. Rates, like a line each insertion, \$1.50 a line per louth. Nothing taken for less than 23c. V-G. F. GELLENBECK, BANJOIST & TRACHER,

vocal and instrumental music, can accommodate a few more pupils. Terms repsonable. Studio at Mercer hotel 255 30°

MONEY TO LOAN-REAL ESTATE. Hates, 10c a line each insertion, 21.50 a line per month. Nothing taken for less than Sc.

W-Lowest RATES, FIDELITY TRUST COM-pany, 1702 Farman street. 909 W-CENTRAL LOAN & TRUST CO., BEE BLOG

W-C. F. HARRIS N. 717 N. Y. LIFE. W-WANTED AT ONCE LOANS ON IMPROVED Omaha property: low cates, Fidelity Trust ompany, 1702 Farnam st. 909

-LOANS ON IMPROVED AND UNIMPROVED No delays. W. Fernam Smith & Co., loth and Harney.

W-OMAHA SAVINGS BANK MAKES LOANS made in small or large sums for short or long time. No commission is charged and the loans are not sold in the east, but can always by found at the bank on the corner of 15th and bouglas sts.

W-MONEY TO LOAN AT LOWEST RATES The O. F. Davis Co., 1305 Farnam street. 919 W-ANTHONY LOAN AND TRUST CO., 318 N. Y. W Life, lends at low rates for choice security of Neuraska or lowa farms of Omaha city property.

W-MONEY TO LOAN AT LOWEST RATES ON improved and unimproved real estate, 1 to 5 years. Fidelity Trust Co., 1792 Farnam. W-LOANS, G. G. WALLACE, 313 BROWN BLK

-REAL ESTATE LOANS, PAUL, 1603 FAR OMAHA LOAN & TRUST COMPANY, 16TH and Douglas, loans money or, city and farm erty at lowest rates of interest. 213 W-PRIVATE FUNDS FOR LONG AND SHORT time, real estate and commercial loans. We uy paper and write fire insurance McCloud & 275-M5

MONEY TO LOAN-CHATTELS. Rates, 10c a line, each insertion, \$1.59 a line per conth. Nothing taken for less than 25c.

X -CALL AT THE OFFICE OF OMAHA MORTGAGE LOAN CO.

INCORPORATED. TF YOU WANT MONEY.

IF YOU WANT MONEY.
You can borrow on
HOUSEHOLD FURNITURE AND PIANOS,
HORSES, WAGONS AND CARRIAGES.
WAREHOUSE RECEIPTS, MERCHANDISE,
OR ANY OTHER SECURITY,
We will lend you any amount
from \$100 to \$1,000
ON THE DAY YOU ASK FOR IT
without publicity or removal of property.
You can pay the money back in any amount you
wish, and at any time, and each payment so mads
will reduce the cost of the loan.
Hemember that you have the use of both the
property and the money, and pay for it only as
long as you keep it.
There will be no expense or charge kept out of
the amount wanted, but you will receive the full
amount of the loan.
Hefore borrowing elsewhere call and see us and
you will find it greatly to your advantage.
OMAHA MORTGAGE LOAN CO.
SE SOUTH 18TH STREET
first floor above the street
THE OLDEST, LARGEST AND CNLY INCORPORATED LOAN COMPANY IN OMAHA.

-DO YOU WANT MONEY: THE FIDELITY LOAN GUARANTEE CO., ROOM 4, WITHNELL BLOCK, SOUTH 15TH, CORNER HARNEY ST

LOAN TOU LARGE OR SMALL THE DOLLARS UP.

WE MAKE LOADS ON FURNITURE HORSES CARRIAGES, WAREHOUSE RECEIPTS OR PER SONAL PROPERTY OF ANY KIND.

OUR TERMS WILL MEET YOUR APPROVAL. You can pay the money back at any time and in any amount you wish, and thus reduce the cost of carrying the loan in proportion to amount you pay.

14 70U owe a balance on your furniture or other personal property of any kind, we will pay it off for you and carry it as long as you desire.

X-Will Loan Monky on any Kind of SE curity, strictly confidential. A. E. Harris, room I. Continental block.

X-MONEY, 40, 60, 30 Days. CHEAP RATES and easy payments, on furniture, planos, live stock, etc., without delay or publicity, cash on band. Duff Green, room 8, Barker block. 223. X -PRITCH ARD, 51 DOUGLAS BLK,16 & DODGR 928

Rates, 10c a line each insertion, \$1.50 a line per contb. Nothing taken for less than 25c. Y-FOR SALE; COMPLETE DRUG STOCK AND store fixtures at Waterloo, Neb. Satisfactory terms to the right party; only drug store in town, require of Meyer & Haapke, or Katz-Nevius Co. Omaha.

V-FOR SALE, IN A GOOD TOWN IN NORTH Nebraska, a stock of general merchandise, consisting of dry goods, boots and shoes, clothing and groceries. I will sell the stock for cash, half cash and land or on time to suit the purchaser if security is good. Price, \$6,500. Address E 51, Omaha Bee. Y-FOR SALE, A STOCK OF GENERAL MER thandise of about \$6,000 to \$7,000, in a good town in Nebraska. Apply to Kilpstrick Eoch Dry Goods Co., Omaha. Neb.

Y-HOTEL SALE, BOX 814, SHENANDOAH, IA. Y-1 WANT AN AGENCY FOR A GOOD STERN Y-SALOON FOR SALE CHEAP. ADDRESS MS07 MS07 MS\* Y-WANTED. FIRST-CLASS MEAT CUTTER who can take charge of meat market and manage it: must have \$500.00 to \$10,000.00, to take an interest. Address F 3, Bee. M805 25\*

Y-WANTED, TWO LIVE BUSINESS MEN TO take an interest in a company established five years: four partners now, want to extend; we have already ten thousand invested. Address F4, Bec. M804 29\* Y-FOR SALE, SALOON BUILDING AND FIX tures on N street. Inquire of J. W. Sipe, 2418 N street, South Omaha.

Y-FOR SALE CHEAP, RESTAURANT IN GOOD location. Doing good business. Inquire 604 S. 13th St. MS30 28\*

Y-ANY PHYSICIAN WISHING TO CHANGE To the location should correspond with room 112, McCague bidg, Omaha.

M999

Y-PARTNER WANTED, IN A PUBLISHING concern clearing \$500 per month, half interest for \$1,200, cash or good trade. P. O. Box H. Creston, lowa.

BUSINESS CHANCES.

Continues. Y-FOR SALE, THE BEST PAYING MEAT market in Council Bloffs; a bargain if taken at once; good reasons for selling. Address 826, Bee office, Council Bloffs. Mitt M3 Y-FOR SALE, A \$1,000.00 STOCK, WHICH HAS recently been stored, of drugs for \$1,20.00, Address F 40, Bee. Micr 25'

Y-FOR SALE, A \$730.00 SQDA FOUNTAIN FOR hout half price: A \$725.00 cash register, used a few months, for \$150.00; a \$100.00 safe for \$50.00. Address F 39, Bee. Micr 25'

FOR EXCHANGE.

Rates, lic a line each insertion, \$1.5) a line per onth. Nothing taken for less than 25c. Z the best winter wheat districts in Kansas to exchange for 10 or 20 acros tract near Omains eltimits. Will pay cash difference if property is good Address, giving price and location, O 20, Bee. 200 T-LOWN 100 FARMS IN NEBRASKA, KANSAS

Z-I OWN 103 FARMS IN ARBORS OF exchange for mode, horses and cattle. Add.box 36, Frankfort, Int. 1928 Z-1,000 ACRES CHOICE NEBRASKA LAND
Zand cash for merchandise, Box 23, Kearney, Neb.
MSis A28\* Z-100.000 HAND MADE CHARS FOR LAND AND CRASH, give particulars Box II Kearney, Neb. 228 M5\* -STEEL HAY PRESS TO TRADE FOR BALED that. M. Oppenhelmer, Culbertson, Neb.

Z-WANTED, A SECTION OR TWO OF CHEAP Jiand on the Missouri bottom in lower or No-braska in exchange for good lots. Address C 22, Been office, Council Bluffs.

- FOR EXCHANGE: HOUSE 5 ROOMS ON Military ave, near Hamilton, 52 feet front. Will do a payments. 166k156 on with and Hamilton, clear, to exchange nor. South Omaha, 28th and 1 sts., clear, Graham. 305 McCague Bldg. 983 28

Z-2409 ACRE BANCH S. E. WYOMING. UNDER direigation fenced, cross-fenced, good balldings, near railroad station. Will trade for rental prop-erty. Omaha, and assume moderate encumbrance, or for Nebraska lands. G. G. Wallace, Brown block, Omaha. 985-28. Z-EXCHANGE, STOCK OF GENERAL MER-chandise of \$1,000.00; will take part cash and clear real estate. Address Miller & Co., Litchfield, Neb. Mills 30°

Z-WANTED, STOCK OF GOODS IN EXCHANGE Zor desirable residence property (new house) in Council Bluffs, In. For particulars address, Lock Box 144, St. Paul, Nebraska, Z-FOR SALE On EXCHANGE FOR EASTERN
Nebrasks land or Omals or Council Bluffs rest
dence property, one fine bred Hambletonian stallon, to hands high, weight in good condition 1,200
pounds, stred by Ringwood, seven years old and
sure foal gutter, reason for disposing of him, other
business to attend to. A good chance if taken
soon. Write or call on Goo. Walters, Panama, Ia.
153 1

WHAT HAVE YOU TO OFFER FOR 15-R-OM boarding house and 2 lots in Co. seat on U. P. ad B. & M. R. R.? G., Oconto, Neb. 160 30\*

## FOR SALE REAL ESTATE.

ELEGANT CORNER FOR RESIDENCE, IST FF Eng., \$18,000: handsome residence, \$9 ft. lot. \$18,000: fine farm, 12 miles out, \$6,000. F. K. Darling, Barker

Cithedity for the money. That elegant 7-room cottage we are just completing in Avondate park, the mile from postofiles. Furnace, buth, manual, gas, sewer, hot and cold water, sodded yard, trees, stone walk and pavel street. Only \$4,000.00. Terms casy. Buy now so, we can finish to sait you. Fidelity trust to 1702 Farnam. M576

A FINE LOT WITHIN THE MILE LIMIT For A FINE LOT WITHIN THE MILE LIMIT For S50,000.00 will be expended for improvements before duty I, which will add 2 per cent to the value of these fors. We desire to sell 4s of the Burt street of the before May I, and as a special inducement will make a discount of \$100.00 per lot to the first six purchasers, \$30.00 cash and \$500.00 on or before flay years. If this isn't a bargain, where will you find one? 7 houses now being built in this beautiful addition, close to cars, schools etc. Let us show addition, close to cars, schools, etc. Let us s you this property at once. Fidelity Trust Co. Farnam st.

Parnam st. 508

R-ROOM HOUSE, 2 LOTE, 5-ROOM HOUSE & Baces, & price. Address 5229 Center street.

Miss. MI\*

LOTE, BLACK is. MYERS/RICHARD & TILDEN S.

Labeltion. Putman Crasses, 1506 Dodge 8t.

451m9\*

FARMS: WE HAVE THE BIGGEST LIST IN the United States. We have enough to fill every page of the Boe or World. If you want an loward or Nebruska farm, come to headquarters. Bogus & 630M14 FORSALE HOUSES, LOTS PAUL, 1935 FARRAM. OR SALE - LOT 50X123 FEET (TO ALLEY)
only two blocks from paved street and car line. Price \$600.00. 14 cash, balance in one years. Apply 1012 Farnam street.

THINK OF IT: GRORGIA AVE. PROPERTY and only \$30.00 per foot, between Mason and Pa-cific streets. Virginis ave. only \$45 per foot, a joining property beld at \$70 to \$100 per foot; 3 sales made in one week. Fidelity Trust Co., 1702 Farnam FOR SALE, BARGAIN, SACRIFICE SALE BY nonresident, four 50-foot lots in Briggs' Place add., lots 5 and 5, block 7, on Dodge street, near 7th street, and lots 25 and 28, block 11. Harney street, near 43d street. For special price and terms address owner. F. C. Johnson, 1316 Chamber of Commerce, Chicago, 111. M779 M3\*

FOR SALE AT A BARGAIN, AN ELEGANT frome in Council Bluffs with about two acres of ground; nicely improved. Will take land or other good clear property in part payment at cash prices Address C12, Bee Office, Council Bluffs. M951 29 FOR SALE, HOUSE AND LOT CHEAP, AS owner is about to leave the city. Inquire at 420 North 39th St. M808 M4

BARGAIN, FINE RESIDENCE LOTS ON Dodge at. lots 9 and 10, block 6, Kilby Place, orner, \$4,000 for both. W. T. Graham, McCague idg. 983.28

WANTED BUYERS FOR SOME OF THE BEST farms in Antelope and Boone tos. also several fine ranches for sale. Address J. B. McNair, Elgin Neb. 922 27\*

POR SALE—SMALL FARM, ALL IN CULTIVAtion, 5 miles from railroad junction. Address
P. O. Box 86, Archor. Neb. M097 29\*

Pig BARGAIN—I HAVE JUST HAD PLACED
In my hands for quick sale the five-room cottage and lot, northeast corner of 23d and Capitol
avenue, only one block west of High school. This
is the cheapest choice piece of inside residence
property in the city. If you wish to consider the
purchase of this property call and see me at once. purchase of this property call and see me at once Hicks, agent, 305 N. Y. Life building. Mile 30

Hicks. agent. 355 N. Y. Life building. Mile 30

1 avenue, every convenience, \$5,000.
Troom house \$21 South 20th street.
Troom house \$21 South 20th street.
Froom house \$21 South 20th street.
Froom in mile northwest on easy terms at \$1,850.
Sightly Hanscom place 10t \$2,100.
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SUPREME COURT SYLLABI. Chief Points Covered by Decisions Handed Down by the Judges Wednesday. Lincoln, Neb., April 27.—[Special to The Brg.]-On Wednesday a number of cases were decided by the supreme court, of which the following are the syllabi:

Wood River bank vs Dodge et al. Error from Hall county. Reversed and remanded. Opinion by Mr. Chief Justice Maxwell.

set aside.

2. A juror will not be permitted to state to his fellow jurors while they are considering their verdict facts in the case within his own personal knowledge but not given in evidence. He should make the same known during the trial and if desired, testify as a witness in the case. McCord, Brady & Co. vs Krause. Error from Cass county. Order of dissolution vacated and cause remanded for further proceedings. Opinion by Mr. Commissioner Rvan.

In the action of a judgment, creditor against the debtor, the validity of chattel mortgages made by the debtor to other parties cannot as against such mortgages be adjudicated.

2. As between plaintiff and defendant alone, upon motion to dissolve an attachment of the chattels mortgaged, the defendant can be heard only because of his residuary continuent participated in the said. gent interest which may remain after the said mortgages are satisfied.

Whipple vs Hill. Error from Greeley county Affirmed. Opinion by Mr. Justice Norval. The affidavit upon which the attachment in this case was issued examined and held suffi-

cient.

2. Where a motion to discharge an attachment on the ground that the facts stated in the affidavit are untrue is heard upon conflicting affidavits, the decision of the trial court on the metion will not be disturbed unless it is clearly against the weight of the evidence. syldence.

3. Section 38, chapter xix, Compiled Statutes, providing that "no court can be opened nor any business be transacted on Sunday or any legal holiday," etc., does not prohibit a county judge from issuing on a legal holiday an order of attachment on a debt past due, since that is purely a ministerial and not a judicial act.

Haritt as Electhant Force from Saline

Hewitt vs Eisenbart. Error from Saline county. Reversed and remanded unless within thirty days defendant file remititur of \$55 and interest at 7 per cent from date of judgment. Opinion by Mr. Commissioner Irvine. Irvine.

A judgment will not be set aside because an expert witness was permitted to answer a hypothetical question assuming a fact unsupported by the evidence, where such fact was the only hypothesis of the question, not combined with others based upon the evidence, and the answer could not mislead the jury.

2. It is not prefudicial error to permit an expert to state what steps he would take in a given case, if the question does not refer to

POWER

any matter in dispute, but is merely introductory in its character.

3. Declarations of a party to the suit, explamatory of his physical condition at the time the declarations are made, are admissible where the circumstances warrant the inference that they were made spontaneously and not with a view to their effect upon the controversy. Whether or not they fall within this rule must be left largely to the discretion of the trial court.

of the trial court.

4. Testimony as to the physical condition of a plaintiff in a malpractice case just before trial and two or more years after undergoing the treatment complained of, is competent where such condition is shown to be the result of the injury in question and is of a permanent nature.

of the injury in question and is of a perma-neut nature.

5. The law requires of a surgeon in the treat-ment of his patient the exercise of that de-gree of knowledge and skill ordinarily pos-sessed by combers of the medical profession.

6. In a maioractice case it is not necessary to sustain a verdict for the plaintiff that all the expert witnesses called should consider the treatment pursued by defendant impro-per; nor will the fact that all such witnesses agree that a portion of such treatment is proper under some circumstances in itself de-leat a recovery. feat a recovery,

7. There can be no recovery, for expense in curred in efforts to cure an injury unless it be

shown that the expense so incurred was rea-sonably necessary. Wagner vs. Haines. Error from Gage county. Affirmed. Opinion by Mr. Commissioner

Ryan. In an action for the recovery of possession In an action for the recovery of possession of farm lands and a dwelling house from defendant's alteged foreible detention of both conjunctively, plaintiff's request for an instruction which defined the rights of the defendant to the whole subject of controversy as though to be tested by his right to the possession of the dwelling house alone, was properly refused.

Parish et al vs. McNeal. Error from Pawnee county. Affirmed. Opinion by Mr. Justice Norval.

A person having a direct local interest in

A person having a direct legal interest in the result of an action in which the adverse party is an administrator of a deceased per-son is not precluded by section 32% of the code from testifying to a transaction between

who has testified in regard to the same trans-2. When a person, who is precluded by the provisions of said section from testifying against the representative of a deceased person, is permitted without objection to testify to a conversation or transaction had with such

Held, the verdict is sufficient, both in form and substance. Rodgers vs Graham. Error from Adams county, Judgment of district court af-firmed, except as to costs, which is re-versed. Opinion by Mr. Justice Norval.

eased person, it is a waiver of the benefit

The petition examined and held sufficient, also that it is not objectionable because it fails to allege that the note, for the payment of which the mortgage set forth in the petition was given to secure, was due, since it states the date the note matured, which was prior to beinging the suff rior to bringing the suit.

2. When the defendant in an action of re-

2. When the defendant in an action of replevin contests the case in the trial court on the merits, wholly on an affirmative claim of ownership and right of possession of the property in himself, no proof of demand and refusal is necessary to entitle the plaintiff to recover costs, in case the verdict is in his favor.

3. Where in an action by a mortgage against the mortgager to recover the mortgage against the mortgager to recover the mortgage was given to secure a numrous loan of money, the defendant is entitled to recover easts, although the verdict is in favor of the plaintiff.

Bedford vs. State. Error from Hall county. Bedford vs State, Error from Hall county. Reversed and remanded, Opinion by Mr. Chief Justice Maxwell.

In a criminal prosecution, evidence which on is face is clearly incompetent and prejudicial othe accused should not be introduced and to the accused small not be introduced and if the prosecution, without a promise to prove other facts to render it competent, is permitted to introduce such evidence and it is thus placed before a jury, an order of the court afterwards made to strike it out does not wholly cure the wrong and may be cause for processing the independ. 2. Letters written by third parties in another state to third parties in this, but not in answer to letters written by the necused nor con-nected therewith, are not admissible in evi-

Lincoln National bank vs Virgin, et al. Appeal from Seward county. Reversed. Opinion by Mr. Justice Post. Opinion by Mr. Justice Post.

The rule is that a default by a party defendant is a confession only of such matters as are properly alleged in the petition or complaint. But a recognized exception to that rule is that where in a foreclosure or other kindred proceeding a defendant who is called upon to disclose and set up his supposed but unknown interest in the subject of the matter, makes default he will be held to have admitted that his interest therein is subject to that of the plaintiff.

2. A judgment of a court upon a subject within its general jurisdiction, but which is not brought before it by any statement or claim of the parties, and is foreign to the issues submitted for its determination is a mallity.

3. In a foreclosure proceeding by N. against the M. bank, a subsequent mortgages and V., their common mortgager, it was alleged that "the M. bank claims some interest in the

"the M. bank claims some interest in the premises, the nature and extent of which is to the plaintiff unknown, but is subordinate to plaintiff sclaim, wherefore plaintiff asks that it be compelled to set the same up or be forever barred." The defendants all having made default a decree of foreclosure was entered, in which it was found that the M. bank had no "right, title or interest" in the mortgaged property. In a subsequent action by the M. bank to foreclose its mortgage, held, that the former decree cannot be pleaded as a bar by V. or his grantees.

Balley vs State. Error from Seward county. Bailey vs State. Error from Seward county

Reversed and remanded. Opinion by Mr. Commissioner Irvine.

Reversed and remanded. Opinion by Mr. Commissioner Irvine,
A defect in the verification of an information is waived by pleading to the information.

2. Marriage is a civil contract requiring in all cases for its validity crily the consent of parties capable of contracting. The fact of marriage may be proved by the testimony of one of the parties.

3. Where a defendant is charged with adulterous cohabitation while living with his wife, proof of such adulterous cohabitation during any portion of the period laid in the information is sufficient to sustain the charge.

4. A single act of adultery at a time outside of the period of adulterous cohabitation thus proved is a separate offense, for which the defendant may be punished, although committed within the period of adulterous cohabitation laid in the information.

5. In a prosecution for adultery the only evidence of defendant's marriage was that of the complaining witness, the woman alleged to be defendant's wife. The marriage relied upon was by words of consent without the presence of a solemnizing officer or of witnesses. A new trial was asked on the ground of newly discovered evidence, the affidavits removing every question of negligence in procuring the evidence. The newly discovered evidence alleged consisted of the declaration of the complaining witness contradicting her testimony as to the marriage. Held, that under those circumstances the motion should have been sustained.

6. A motion for a new trial should be granted on the ground of newly discovered evidence tending to impeach a witness by showing declarations contradicting his testimony, where such evidence is of so controlling a character that it would probably change the verdict.

character that it would probably change the verdict.

Campbell vs Brosius. Error from Cass county, Reversed and remanded. Opin-ion by Mr. Commissioner Irvine. Allegations of value in a pleading are not to be taken as true by a fallure to deny them; and in all cases founded upon a quantum meralt where the value of the services is not expressly admitted, the question of value is in issue and must be proved and submitted to the jury.

Connell vs Gallagher. Appeal from Douglas county. Affirmed. Opinion by Mr. Com-missioner Ryan.

county. Affirmed. Opinion by Mr. Commissioner Ryan.

A deed in other respects sufficient and regular is effective as between the grantor and grantee therein, to pass complete title even though executed in a foreign state. It is there acknowledged before only a purported justice of the peace as to whose genuine signature, official character and power, there is no accompanying certificate of a proper officer having a seal.

2. A decree obtained for the purpose of obviating the objection that the acknowledgement of a deed was not shown to have been proved by the certificates of a duly authorized officer, is operative only against parties to the action and others in privity with such parties. Whatever rights are held by a stranger to such a suit are unaffected by such a decree.

3. To impeach the return of an officer of the due service by him of a summons, the evidence must be clear and satisfactory.

4. Where want of authority to appear for a defendant against whom judgment has been rendered is alleged to invalidate such judgment, the burden of proof of such want of authority is upon the party asserting the same.

5. In a power of automoy to convey real property, the true function of the description is not necessary to indentify the land, but may be only to furnish the accessary means of indentification. If such description can be made complete by an examination of the public records, and the records of judicial proceedings clearly indicated in such description, it is a sufficient indentification of the subject matter of such power of attorney.

Wood River Bank vs First National Bank of Omaha. Error from Hall county. Wood River Bank vs First National Bank of Omaha. Error from Hall county. Affirmed. Opinion by Mr. Justice Post.

Affirmed. Opinion by Mr. Justice Post.

The term protest as applied to inland bills of exchange includes only the steps essential to charge the drawer end endorsers.

2. Hank checks in this country are regarded as inland bills of exchange for the purpose of presentment and demand, and notice of dishonor and do not require a formal protest in order to charge the endorsers.

3. They are also due upon presentation and not entitled to days of grace.

4. A bank receiving for collection from a correspondent checks drawn upon it by a cus-

tomer, with instructions to protest in case of nonpayment, is required in case payment is refused for want of funds to give notice to the bank from which they were received not later than the next day after dishonor. And when they are held for two days in order to enable the drawer to provide finds for payment theresof a jury will be warranted in finding that the bank intended to accept them and become liable thereon.

5. The general rule is that where a bank delivers a note or bill to a motary public for demand protest and notice it will not be liable for the default of the latter.

6. But where such bill remains in the bank to be protested for mangayment by the president and manager thereof, a notary public, and who, nithough aware of instructions to the contrary, delays noting for protest and giving notice, in consequence of which the endorsers are discharged, such notary will be held to be the agent of the bank and the latter will be liable for his negligence.

Smith vs Gardner. Error from Greeley

Smith vs Gardner. Error from Greeley

county. Reversed. Opinion by Mr. Justice Post,
The possession of a promisory note by the maker after maturity thereof is prima facte evidence of payment.

2. But the force of the presumption of payment from the possession of a note by the maker, depends upon the circumstances of the particular case. It is error, therefore, to instruct the jury that possession of a note raises a strong presumption of payment or is a strong circumstance to prove payment.

Onder vs. Warran, Error, from Adams

Ogden vs Warren. Error from Adams county. Affirmed. Opinion by Mr. Chief Justice Maxwell. Contract set out in the opinion construed and held that Warren & Co. had a fleet upon the corn for the purchase money and their share of the profits, and were entitled to immediate passession.

2. Where a defendant lawfully in the possession of property denies the title and right of possession of the owners, no demand is necessary.

possession of the owners, no demand is necessary.

3. A receiver appointed by a court of record of another state to take charge of a business of a partnership there and to wind up its affairs may take charge of property of the direction in this state, but in such case there is a nerie substitution of parties and the receiver has no greater rights in such property than the parties themselves.

Rections Watch company or Manifold Another themselves.

Recuford Watch company vs Manifold. Ap-peal from Gage county. Reversed and remanded. Opinion by Mr. Commissioner

Irvine.

A funior mortgagee of chattels who agrees with the senior mortgagee and the mortgager that the goods mortgaged may be sold and the proceeds applied to the payment of the mortgages in the order of their priority as discussed by the records cannot, after such sale and appropriation of the proceeds, maintain an action to avoid the senior mortgagee for fraud in its inception without proof that the facts constituting the fraud were discovered after the agreement and sale.

2. In an action to avoid a conveyance or mortgage for fraud the facts constituting the fraud were discovered after the agreement and sale.

3. An action to avoid a conveyance or mortgage for fraud the facts constituting the fraud must be specifically pleaded; a general allegation of fraud is insufficient.

3. An agent for the purpose of selling goods will not be permitted to sell to himself, even though the sale be public and no actual fraud appear. In case to does so be will be required to account to his principals for any profit he pay by a realized.

appear. In case he does so he will be required to account to his principals for any profit he may have realized.

4. The findings and judgment in a case must be based upon the pleadings. A decree in an action between a mortgagor and certain mortgages of chattels, whereby a mortgage not attacked by the pleadings and the holder whereof is not a party to the action is declared void, is erroneous.

5. Unsequed creditors of a mortgagor of chattels are entitled to have the mortgages foreclosed as required by law, and a sale otherwise than as the law provides, although in accordance with an agreement of the mortgage and martgages, is no protection to those participating in the proceeds of the sale. They are liable to account to such creditors for the value of the goods, less the valid items.

6. A mortgage upon a stock of merchandlse, under that general description, attaches only

under that general description, attaches only to such merchandise as was in the stock when the mortgage was executed, and not to any Johnson vs Johnson. Appeal from Howard

Affirmed, Opinion by Mr. Chief Justice Maxwell.

The testimony tends to show that in 1882 one U, then worth at least \$5,000, erected a house and made improvements on the land of of his mother which cost to exceed \$2,000. He continued to assist her in a limited degree until 1886 when he died insolvent. In an action by a creditor whose claim had nearly all been contracted after 1882 and who received payment of her share of the assets of the estate of C por rata with other creditors, to subject the estate of the mother to the payment of the residue of her claim. Held, That the proof falled to show that C was insolvent when he assisted his mother or that his assisting her caused his insolvency and that the mother sestate was not liable.

2. There is proof that would warrant the court in finding that his mother, about 1880, leaves the session of the court in finding that his mother, about 1880, gainst the accused to prove a materia.

court in finding that his mother, about 1880, loaned C \$1,050. Gillespie vs Cooper. Appeal from Lancaster county. Decree in this court dismissing the petitions and cross-petitions of ap-pellees as to lots 8 and 9, block 124, in the city of Lancoln, and, as thus modified, de-cree of district court affirmed. Opinion by Mr. Commissioner Ragan.

by Mr. Commissioner Ragan.

Under section 12 of the civil code an action for relief on the ground of frand can only be commenced within four years after a discovery of the facts constituting the fraud.

The cause of action mentioned in said section is the fraudulent act complained of; and the cause of action accrues when discovered, and it is discovered when the party seeking relief is in possession of sufficient facts to put a person of ordinary intelligence and prudence on an inquiry which, if pursued, would lead to a discovery of the fraud; and the statute begins to run against a creditor from the discovery of the fraudulent act on the part of his debtor whether the creditor's claim has been reduced to judgment or not, as he is not limited to a creditor's bill in order to obtain relief on the ground of fraud, but may attach the property fraudulently conveyed. Irvine,

the property fraudulently conveyed. Irvine, C., dissents.

limited to a creditor's bill in order to obtain relief on the ground of fraud, but may attach the property fraudulently conveyed. Irvine, C., dissents.

3. A party defrauded must be diligent in making inquiry. Means of knowledge are equivalent to knowledge. A clew to the facts which, if followed up diligently, would lead to a discovery, is, in law, equivalent to a discovery. Accordingly, where a party was known by her creditors to have recently failed in business and to be insolvent, conveyed all her real estate by deed recorded October 28, 1884, in the county where she resided; and she in conversation with her creditors at that the said that the object of the conveyance was to beat her foreign creditors; that she had been advised to put her property out of her hands; that she intended to put her property in other hands until she could settle matters; that she had made arrangements by which she could pay all her home creditors; that there were some debts she did not feel bound to pay; that the object of the deed was to secure a debt to the grantee, and the surplus to be paid her; it was held that these facts were a discovery by the creditors on the date of the recording of said section 12, is discovered when the traudulent deed is recorded in the county where the debtor lives.

5. On the 28th day of October, 1884 C, being largely indebted to various parties, conveyed all her property, four city lots, to one R with a secret agreement between them that R should sell the lots and retain the amount of the debt owing him by C, and return the surplus property, or proceeds thereof, to C or such person as she might designate. Held, that this was a fraud on the other creditors of C, but as this fraudulent conveyance was discovered by them, on the date of its record, their suit to set it aside, commenced more than four years thereafter, was barred; but where it also appeared that while R held the title to the said four lots, he agreed with C that if she would find a purchase for, or sell them, he would find a purchase fo

county. Affirmed. Opinion by Mr. Com-missioner Ragan

missioner Ragan.

Ocharged J before a justice of the peace with the commission of a criminal offense. The jury found J not guilty and made a special indieg in these words: "And that the complaint was made without probable cause." I then sued O for damages, alleging that the prosecution was malicious and without probable cause, and set out in his petition the special finding of the jury. Held, that it was error to overnule O's motion to strike such finding out of the petition.

2. On the trial J offered in evidence the verdict of the jury acquitting him of the offense 2. On the trial J offered in evidence the verdict of the jury acquittleg him of the offens with which O charged him before the justice of the peace. Held that that part of the verdict acquitting him was competent, although O's answer admitted that J had been tried and acquitted. Held, further, that it was error to permit the said special finding to be read in evidence to the jury.
3. The foregoing errors were however, cured by the instructions of the court, and in this case were held to be without prejudice.
City of Grand Island vs Oberschulte. Error

City of Grand Island vs Oberschulte. Error from Hall county. Affirmed. Opinion by Mr. Chief Justice Maxwell.

Instructions set out in the opinion held not calculated to mislead the jury, and that the verdict is sustained by the evidence.

2. The vervict conforms to the proof.

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