Points Covered in Opinions Handed Down by the Judges During the Week.

FITZGERALD AND MALLORY WIN A SUIT

Judgment for Three-Quarters of a Million Againt the Missouri Pacific Burlington Voluntary Relief Association Also Knocked Out.

LINCOLN, Neb., June 28 .- (Special to The Bee.)—The supreme court today handed lown an opinion in the celebrated case of Fitzgerald & Mallory Construction company against the Missouri Pacific railroad. It has been in the courts for almost six years, and the judgment, \$764,942.08, with interest at 7 per cent from December 16, 1891, is a good advance on what Judge Tibbetta found due, \$520,572,43. John Fitzgerald is the man who has been pushing the case and he will get about \$200,000 of the

Another decision of peculiar interest at this time is one concerning the Burlington Voluntary Relief association. In this case the company sought to evade payment on the ground that the assured had not made formal application, and that the money taken from his pay as assessments on his insurance was offered to be returned to him. The court holds that even though no formal ap-plication for membership was made the fact that the head of the relief department with-held from the wages of the assured a sum equal to his assessment operated as an ac-ceptance of the risk. It was also held that the tender of a time check in returning the assessments was not a legal tender, and even if it were it could not relieve the department of responsibilities already assumed. On June 26 the court met pursuant to adjournment, and the following proceedings

Erb against Eggleston, advanced. Omaha against Richards, leave granted to file amended petition in error. Motions were submitted in the following

Douglas county against Baird against Woodard; Einspahr against Exchange National bank; state against Hill; Hudson against Pennock; Thompson against Harris; city of South Omaha against Tax-payers league; Kilpatrick against Schaffle; Farmers Loan and Trust company against Muninger; Carpenter against Lingenfeltar; Owen against Udall, motion for rehearing denied; Lamb against state, motion for rehearing denied; Wiggins against Hume, dismissed; Micklewait against Palmer, dis-missed; Johnson against Parmaic, dismissed; Miller against Mahoney, dismissed. On Wednesday, June 27, the proceedings

Thompson against Harris, motion to correct judgment sustained. Boyd against Boyd, decree as per stipula-

Leave to file amended petition in error in Farmers Loan and Trust company against Muninger. Kilpatrick against Schaffle, motion to dis-

miss sustained. Baird against Woodard, motion to dismiss appeal overruled. Motion to vacate writ of prohibition sustained. South Omaha against Taxpayer league, ad-

Motions for rehearing overruled in following cases: Moon against Waterman, Bell against Beller, Stratton against Tarpenning, state ex rel Scott against Crinklaw, Chicago, Burlington & Quincy Railway company against Wymore, Hardin against Tower, Hoilister against Mann, Chappel against Smith, Hughes against Insurance Company of North America, Nebraska Loan and Trust company Hamer, Chicago, Burlington & Railway company against Wilgus, against West, Cortelyou against

Hill against state, plaintiff to serve and file briefs in twenty days, or judgment will Graham against Frazier, motion to dismiss

In the matter of the application of the ittorney general relative to rules, motion for rehearing denied.

morning the following order was made:

Whereas, The present term of office of the reporter of this court will expire before the convening of the next term of court, and whereas it is necessary that some person be designed to discharge the duties of said office during the interim, it is ordered that David A. Campbell, the present incumbent, be appointed to discharge the duties of said office until the further order of this court, upon his giving a bond in the sum of \$10,000. Said appointment to take effect upon the expiration of the present term of office. morning the following order was made

In the case of the state against Hill the balliff was permitted to amend return of summons by showing that a copy was left at the usual place of residence of the defendants. The motion to quash the summons directed to the sheriffs was sustained. All objections to service of summonre

Burlington Voluntary Relief Department against White, Error from Cass county. Affirmed, Opinion by Mr. Commissioner

against White. Error from Cass county. Affirmed. Opinion by Mr. Commissioner Irvine.

A relief department in the nature of a mutual insurance association was maintained in connection with a railroad company. The members of the relief department were employes of the railroad company. By their contract of membership they authorized the company to withhold from their wages certain sums to provide a fund for the payment of benefits in the case of sickness or death of members. The railroad company contracted to make up any deficiencies in the fund so provided, it also furnished the cirks and other employes for conducting the affairs of the department. The department was under the general management of a superintendent and subject to the supervisory control of an advisory committee. The by-laws of the department required an employe who desired to become a member to make application in a prescribed manner and submit himself to a physical examination. His application was then subject to the approval of the superintendent. W was an employe of the railroad. July 21 he expressed to a soliciting agent of the department his desire to become a member. The agent gave written notice of W's application to the superintendent of the department, the paymaster of the road and W's superior officer in the employ of the The agent gave written notice of W's application to the superintendent of the department, the paymaster of the road and W's superior officer in the employ of the road. This notice specified July 21 as the day when the application was to take effect. July 22 W was taken sick. No application was made in the form prescribed by the by-laws and no physical examination was had. No demand was made upon W either for such application or for such examination. W's name was placed upon the roll of members of the department and from the July pay roll there was deducted by the company for the benefit of the department the assessment due from W on the basis of membership from July 21 to September I. On August 7 the officers of the department were notified of W's disability. September 19 the superintendent wrote to W's superior office, stating that W was not a member of the department; that his contribution should be refunded by time check and that the notice of disability should be cancelled. September 20 an instrument called a time check was tendered to W and by him refused. A few hours thereafter W died; held:

1. That the department, by causing to be deducted from W's pay assessments on the basis of membership with knowledge of the fact that no formal application had been made and no examination had, was estopped from disputing W's membership.

2. That the fact that the relief department was a mutual insurance company did not relieve it from the operation of estopped from disputing W's membership.

2. That the fact that the relief department was a mutual insurance company did not relieve it from the operation of the rules of equitable estoppel.

3. That all of the transactions being with the knowledge of the superintendent of the department there was no question of the authority of subordinate employes to waive requirements, their acts being in such case the acts of the department.

4. That the department was not relieved from liability because of a rule which provided that where an employe had made a proper application and passed a physical examination the department should only be liable during a delay in the approval of his application for injuries or death caused by accident. The department, under the facts stated, was estopped not only from denying that there had been an application and examination, but from denying that the had been approved.

3. The tender of the time check before W's death did not release the department from liability; first, because it was not a legal tender, and secondly, because liabilities had already accrued against the department, from which it could not discharge itself by refunding the assessment.

5. A rule of the department providing that all questions or controversies arising between any parties or persons in connection with the relief department or operation with the relief department or operation with the relief department or operation.

of language or the meaning of regulations, or as to amperight, decision or act in connection therewith, should be submitted to the determination of the superintendent, whose decision should be final, subject, however, to an appeal to the advisory committee, illd not prevent the maintaining of this netion, for the reasons first, that in disclaiming W's membership before his death the superintendent was not adding judicially after a bearing of a controversy upon the subject, but was acting in an administrative capacity on behalf of the department alone, and secondly, that this was not a controversy with the department as to transactions between it and a member, but was an action by the widow after W's membership had ceased to enforce a liability accruing to her. Railway Conductors' Association against Loomis, 43 III app, 59, followed.

7. No beneficiary having been designated by W, the rules of the department construed and held to constitute W's widow his beneficiary.

by W, the rules of the department construed and held to constitute W's widow his beneficiary.

Von Dorn against Mengedoht Error from Pouglas county. Affirmed. Opinion by Mr. Commissioner Ragan.

Where a contractor agrees with the owner of real estate to furnish the material and labor and erect for him an improvement thereon, and such contractor voluntarily abandons the work before completion, the owner may charge the contractor with (a) The necessary costs of completing the improvement as the contractor agreed to complete it; (b) The amount of all payments made to the contractor on the contract; (c) The amount of all valid liens on the real estate for labor and material furnished the contractor and used by him in such improvement; and (d) The amount of actual damages the owner has sustained by reason of the contractor's default. The difference between the total of these items and the contract price is the measure of damages of both the owner and contractor; if such total exceeds the contract price exceeds such total, such excess is the amount the contractor may recover of the contractor may recover from the owner.

2. Where such a contract exists and the

tract price exceeds such total, such excess is the amount the contractor may recover from the owner.

2. Where such a contract exists and the owner rightfully terminates the same by virtue of some provision therein authorizing him to do so upon the happening of certain contingencies, then the contractor is entitled to recover from the owner the actual benefit he has received from the contractor's partial performance, and this is found by ascertaining the reasonable worth of such partial performance appropriated or received by the owner at the time of such receipt or appropriation, and deducting therefrom payments made to the contractor and the actual damages, if any, the owner has sustained by the contractor's default, if he has made one.

3. Where such a contract exists and the owner wrongfully terminates the same or the contractor's employment thereunder before the completion of the improvement the contractor's measure of damages is the reasonable value of his partial performance, increased by all actual damages sustained by him by reason of the owner's unjustifiable termination of the contract.

4. The mechanic's Hen law of this state makes no distinction between skilled and unskilled labor; and its policy is to insure to both classes remuneration for whatever they may do towards increasing the value of an owner's real estate by the erection of improvements thereon.

5. An architect who furnishes drawings

of improvements thereon.

5. An architect who furnishes drawings and plans for an improvement on real estate and superintends the erection of such improvement in accordance with such plans, in pursuance of a contract with the owner, is entitled to a lien upon such improvement and the real estate upon which it is situated upon compliance with the mechanic's lien law of the state.

6. There is nothing in our constitution or

is situated upon compliance with the mechanic's lien law of the state.

6. There is nothing in our constitution or laws that prohibits a woman from holding the office of notary public.

7. The right of a woman to hold the office of notary public when she has been appointed and commissioned to such office by the governor can only be inquired into in a suit or proceeding brought against her for that purpose.

8. A motion for a new trial on the ground of newly discovered evidence should be overruled, even if the evidence alleged to be newly discovered is competent under the pleadings, when it appears that the witness by whom it is proposed to prove the facts alleged to be newly discovered testified on the trial of the case, was examined by the applicant for a new trial and no effort was made, at that time, to elicit the facts claimed to be newly discovered evidence. Brandt against Fitzgerald, 36 Neb. 683, followed.

9. The pendency of a motion for a new trial does not supersede a decree or judgment rendered or stay the execution thereof.

10. A judicial sale occurred on the 25th

of.

10. A judicial sale occurred on the 25th of April. The first publication of the notice of such sale was made on the 21st of March; as thirty days intervened between the date of the first publication and the date of the sale; held, sufficient. Carlow against Aultman, 28 Neb. 672, followed. Kofkin against Rosicky, Error from Douglas county. Judgment of the district court reversed, so far as the rights of plaintiff herein are affected, and decree ordered in this court in favor of appellant that the title of the property in dispute is in appellant, and be quieted in her except as against the mortgage liens thereupon prior to the death of the Spilineks. Online

as against the mortgage liens thereupon prior to the death of the Spilineks. Opinion by Mr. Justice Harrison.

1. Specific performance of a parol contract will be enforced by a court of equity where one party has wholly and the other partly performed it, and its nonfulfillment on the one hand would amount to a fraud on the party who has fully performed it.

2. Specific performance is a matter of discretion in a court which withholds or grants relief according to the circumstances of each particular case, where the general rules and principles governing the court do not furnish any exact measure of justice between the parties.

rules and principles governing the court do not furnish any exact measure of justice between the parties.

3. Held: That the oral contract in this case possessed the elements of certainty, and the proof establishing it was sufficiently clear and satisfactory.

4. A girl about 17 months old was given by her parents to her uncle and aunt under an agreement that they would adopt her and rear, nurture and educate her, and that she was to be as their own child, and at their death to receive or be left all the property which they might own. She lived with them until they died, some ten years afterwards, took their name, did not know or recognize her own father and mother in the true relation, but knew them as and called them uncle and aunt, and knew and recognized her uncle and aunt as father and mother. The uncle and aunt died possessed of real estate in the city of Omaha, the title to which they did not either by deed or will transfer to the child. Held: That there was such a part performance of the contract by the parties thereto as entitled her to a decree, giving her the title to the property by way of specific performance of the contract.

Doll against Crume. Error from Douglas county. Affirmed. Opinion by Mr. Commissioner Ragan.

The awarding of a contract by a municipal corporation for an improvement for it is a sufficient consideration to support

cipal corporation for an improvement for it is a sufficient consideration to support the promise of a contractor, made to the corporation, to pay for all labor and material furnished him in executing said contract.

tract.

2. Neither an express statute of the state nor an ordinance of a municipal corporation is necessary to its authority to require of its contractor a bond to pay for all labor and material furnished him in the execution of his contract with such corporation.

labor and material furnished him in the execution of his contract with such corporation.

3. Sample against Hale, 34 Neb, 220: Lyman against City of Lincoln, 57 N. W. 531, followed and reaffirmed.

4. Where one person makes a promise to another for the benefit of a third person such third person can maintain an action upon the promise, although the consideration does not move directly from him. Shamp against Meyer, 20 Neb, 223, Barnett against Pratt, 37 Neb, 329, followed and reaffirmed.

5. The city of South Omaha let a contract for grading its streets to one Davis, McGavock and Doll signed the contract as sureties for Davis. The contract provided that Davis should be paid 45 per cent of the estimated cost of the work when two-thirds of it was completed; that Davis would complete the work in 180 days; that he would pay for all labor and material furnished him in executing his contract; that "said parties of the third part (McGavock and Doll) hereby guarantee that the said party of the second part (Davis) will well and truly perform the covenant hereinbefore contained to pay all laborers are not paid in full by said party of the second part that said barries are not paid in full by said party of the second part that said third party hereby agrees to pay for said labor or any part thereof which shall not be paid by said second part within ten days after the money for said labor becomes due and payable;" on completion of time for the completion of his contract beyond the time fixed therein.

One Crume sued McGavock and Doll for the value of labor he had performed for the completion of his contract beyond the time fixed therein.

pletion of his contract beyond the time fixed therein.

One Crume sued McGavock and Doll for the value of labor he had performed for Davis under his contract with the city. Held, first, that the contract between the city and Davis and his sureties and the promise and liabilities of the latter thereon, were of a dual nature; a promise to the city that Davis should perform the work in the time and manner he had agreed; and a promise, in effect, to Crume to pay him for the labor he should perform for Davis. Second, that the city's overpaying Davis and extending the time of performance of his contract did not release the sureties from their contract to pay Davis' laborers. Third, that if the city had precluded itself from calling on the sureties to make good to it any default of Davis its acts did not estop the laborers of Davis from enforcing against the sureties their contracts and promises.

Aiken against State. Error from Douglas county. Affirmed. Opinion by Mr. Justice Post.
Objections to an indictment or information on the ground of duplicity must be

THE BIG STORE

IS THE

Only House in America

GIVING COUPONS WITH SUGAR

And All Staple Goods.

Our Pre-Inventory Sale Offers Some Very Unusual Buying Chances.

Prices Are Whittled

Down to the

LOWEST NOTCHES

DURING THIS

CLEARING SALE.

ARE YOU ONE OF THE FORTUNATE BUYERS?

Dress Goods

32-inch wide printed dimities it light or dark ground on sale at 15c yard. Don't compare this with the 25-inch wide domestic dimities which are being sold in this city at 121/2c and 15c yard.

32-inch wide printed organdies, an-other bargain, and will go lively this hot weather at 15c yard. Mouselline de India in black ground, only 25c yard.

Fine white dotted Swisses, neat figures, pin head dots, etc., 25c, 35c

We devote more space to our wash

dress goods stock and display more wash dress goods than all the other stores in this city combined. If your dealer cannot fill your de-sires in this line drop in at Hayden's and get what you want. We don't expect you to spend any money with us upless we give you better value than you get elsewhere. Look over the tables filled with remnants of wash goods.

Coupons Free With All Purchases,

Furnishing Goods.

We have about 100 dozen cornets they have sold for \$1.00 to \$3.00; if you can find your size in this lot we will sell them for 35c, 50c and 75c.

CLEARING OUT CHILDREN'S HOSE 1 case of boys' blcycle hose, fast black, never sold for less than 25c, clearing price 15c.
Ladies' two-thread fast black cotton hose, extra quality, 17c, 3 for 50c, good value at 25c per pair.
500 26-inch silk umbrellas, \$2.50 quality, reduced to \$1.50.

Ladies' heavy pure silk mitts, extra

Gents' balbriggan shirts and drawers, 25c. good value at 40c. 100 dozen gents' negligee shirts, only 35c, worth 50c. 50 dozen gents' teck scarfs and 4-inhands, only 25c, worth 50c.

quality, worth 40c, reduced to 25c. Children's muslin pants, 9c, worth

Ladies' muslin drawers, 25c, worth

Ladies' jersey ribbed vests, 5c worth

121/2c. Gents' suspenders, 121/2c, worth 25c.

Gents' superfine brown cotton 1/2 hose, only 121/2c, worth 25c, special

Crash Toweling

Bleached or brown twilled crash only 4c yard.

Bleached buck toweling, 5c yard. Unbleached all linen crash, 5c yard, Bleached crash, all linen, 5c, 6c, 7c and Sc.
We call particular attention to our heavy bleached twilled crash, which used to bring 15c, but now we are selling the same at 10c a vard. Heavy huck toweling at 15c yard. Unbleached all linen crash, 8c, 10c and 123gc.

Cheese.

Again we quote you some prices: Full cream brick cheese, 5c per pound, Limburger cheese, 9c, 11c and 124c. Swiss cheese, 12%c, 14c and 16c Wisconsin full cream, 71/2c, 10c and 121/2c. All other cheese away down in price.

Crackers.

Crackers, 314c per pound; fancy XXX soda crackers, 5c; ginger snaps, 10c; sugar cookies, grandma's cookies, frosted creams, molasses cake, oatmeal and city sodas all at 10c; snowflake crackers, 79ac. We have about 50 boxes of lemon cream crackers that

Musical Instruments.

Sheet music only 6c per copy, 5,000 copies of all grades of vocal music, olics, 25c, 35c and 50c. A full and complote assortment.

Musicians and others are invited to lock through our stock of mandolins, guitars, violins, pianos and organs. They will find a complete stock at the lowest possible prices. As a leader we offer an elegant guitar at \$3.75.

guitar at \$3.75.

Mandelins run from \$3.75 up.

Stewart banjos from \$10.00 up.

We are also agents for the celebrated

Washburn mandelins and guitars. Before buying a cheap or medium grade plane get our prices on the Chickering, the standard plane of the world. If you have been accustomed to music dealers' prices we know our figures will astonish you. New planos slways on hand for rent. Plano

tuning a specialty.
In organs we have all styles and prices Come and see our plano case organ, the latest novelty. In appearance it resembles a handsome upright plano. It has seven full octave keys.

Fruit and Fish.

dozen; nice sweet oranges, 15c 20c, 25c and 30c; codfish, 2½c per pound; nice herring, 15c per dozen; California salmon, 10c per pound; white fish, 3½c, 5c, 7½c and 19c. Everything in fish here at lowest prices.

Here are some of our prices: Country but ter, 19c, 12½c, and best country butter, 15c; again our separator is up for 18c and 20c. There is no butter made to equal our creamery; buy some and be convinced.

For fine quality and low prices in meats were formerly sold for 12½c, now go at 5c. and lard we are without doubt the leaders. Also we have something new; nice pound Callfornia sugar cured hams, 9c; corned beef, package of oatmeal crackers, very best made, 5c; pickle pork, 7½c; dried beef, 10c, 12½c for 12½. Be sure and call, at our grand and 15c; boneless ham, 10c; bologna head cracker sale.

House Furnishing Goods.

Mason fruit jar rubbers, 314c per dozen, get them while they last.

Jelly glasses, 24c per dozen,

Rockingham cream pitcher, 5c each. 24 sheets, all colors, shelve paper, fancy

border, 5c.

Silver metal tea spoons, 13c per set, worth

Silver metal table spoons, 26c per set, worth \$1.50.

Feather dusters Sc each. Terra cotta cuspidors, 13c each, worth

Ice cream freezers 98c each. No. 7 copper bottom wash boiler, worth

No. 8 copper bottom wash boiler, worth

No. 7 copper bottom tea kettle, worth \$1.00.

No. 8 copper bottom tea kettle, worth \$1.25.

A good tin tea kettle, worth 50c, 15c. An extra heavy dish pan, worth 25c, 9c.

Wash basins, 3c, worth 10c each. Milk pans, 2c, worth 8c each. Pie tins, 1c, worth 5c each. Stew kettles, 8c, worth 18c. Preserve ketties, 11c, worth 25c. Bread paus, 10c, worth 20c. Extra heavy Japaned dust pan, 5c, worth

The Western washer, \$2.25 each. Don't pay other dealers from \$2.00 to \$3.00 more for the same machine. Coupons free with all purchases.

Boys' **Clothing**

A boya' fine knee pants suit 25c, worth \$2.00.

Strictly all wool double or single-breasted knee pants suit, on sale at \$1.50; they are

Remember your choice of all our fine grade summer suits in knee pants, 3 to 15 years, your choice at \$3.25; they have been sold for \$5:00 and \$6.00 Call for coupons.

COUPONS FREE WITH ALL SALES.

Straw Hats

Clearing Worth: Sale Price

Men's straw hats..... Men's straw hats.... Men's yacht sailors ... Children's straw hats.

Children's straw hats. Children's straw hats. Children's straw sailors

Trunks.

Worth. Sale Price.

Crystal covered, iron bot-

tomed trunk, strong and

\$5.00

\$3.50

durable...... \$5.50 \$10,00

\$5.00

Black enameled, iron bot-Get a Free Coupon With Your Purchase.

made before verdict or it will be held to have been waived.

2. Different criminal acts which constitute parts of the same transaction, such as burglary with intent to steal particular of the property deproperty and larceny of the property described, may be charged in the same indictment or count thereof.

Union Stock Yards against Conoyer. Error from Douglas county, Affirmed. Opinion by Mr. Justice Harrison.

1. Contributory negligence is a matter of defense and the burden of its proof is on the defendant. If the plaintiff proves his case without disclosing any contributory negligence he will be assumed to be free therefrom.

case without discosing any contributory negligence he will be assumed to be free therefrom.

2. A fact may be considered as established which may be reasonably inferred from all the facts and circumstances proved in a case; and in civil actions it is sufficient if the evidence on the whole agrees with and supports the hypothesis which it is adduced to prove, and it is the duty of the jury to decide according to the reasonable probabilities of the truth.

3. Evidence examined and held sufficient to warrant the submission of the questions of negligence and proximate cause of the injury to the jury for their consideration and to sustain the verdict rendered.

4. The former decision of this case, reported in 55 N. W. rep. 1081, reaffirmed.

State cx rel Ressel against Whitney. Mandamus, Writ allowed. Opinion by Mr. Justice Post.

Where the existence of a municipal cor-

Where the existence of a municipal corporation is not questioned by the state it cannot be put in issue by a private individual in a collateral proceeding.

RECEPTION TO OMAHA MEN. Tour of the Jobbers Through Nebraska

Towns Bearing Fruit. FALLS CITY, Neb., June 28 .- (Special Telegram to The Bee.)-Richardson county's capital is in the hands of the Omaha Commercial club, eighty members of which arrived here this evening. Leaving Omaha at 7 o'clock this morning the party started on a hand-shaking tour among the retailers in the towns along the line of the Missouri Pa-cific. J. O. Phillippi was in charge of the train, which consisted of two day coaches and a baggage car, and stops were made at eleven towns between here and Omaha. Plattsmouth was the first city, and the party

spent over an hour there. R. B. Windom, president of the Board of Trade, welcomed the visitors and a carriage drive was given the tourists. At Nebraska City the entire town turned out to welcome the party. Whistles were blown, bells rung and a drive in carriages provided for the

At Auburn an hour's stop was made for dinner, after which the crowd moved toward this city, making ten-minute stops at the towns enroute. At every point the visitors have been received with enthusiasm, and the business

men expressed themselves as well pleased with the tour thus far, affording them at it has an opportunity to talk personally with customers. Messrs. Dickey, Blotcky and Broatch were left at Nebraska City, but regained the party this evening after a long, stern chase via freight. The order for tomorrow is: Breakfast at 4 a. m., followed by a hand-shaking expedition through the towns between here and Crete, where dinner will be served. The tourists will return to Omaha at 10 p. m. Friday night. Prohibs Meet at Hastings.

HASTINGS, June 28 .- (Special Telegram to The Bee.)-Some forty or fifty prohibitionists met here today in county convention A. E. Waldron was made chairman and E. O. Kent secretary. The following delegates were elected to go to the state convention at Lincoln, July 3 and 4: C. L. Jones, J. R. Penfield, M. M. Patterson, W. J. Parmenter, Dr. T. E. Cassell, Mrs. T. E. Cassell, Oscar Kent, Aaron Jones, Miss Berryman and M. L. Brass. The following were elected of ficers of the county central committee: E. A. Waldron, chairman; J. R. Penfield, secretary, and C. L. Jones, treasurer. The usual resolutions were adopted, demanding usual resolutions were adopted, demanding equal suffrage, prohibition of the liquor traffic, and opposing the expenditure of any public school moneys for sectarian purposes. Before adjournment the meeting was ad-dressed by C. E. Bently of Lincoln, chairman of the state central committee.

Demise of George R. Wilsey. BLAIR, Neb., June 28 .- (Special Telegram to The Bee.)-George R. Wilsey, an old resident of Blair, who conducts the largest dray line here, died this morning at 10 a.m. He was well known and highly re-

spected. The remains will be buried Friday at 4 p. m., under the auspices of the Inde-pendent Order of Odd Fellows lodge of this

Bee.)—Mrs. Letta Dunlap, aged 87 years and 6 months, died at the home of her daughter, Mrs. Jacob Herbst, yesterday morning. She was one of the oldest inhabitants of this county. She was born in Kent, England, and has resided here since

1870. Prof. David Dennis, son-in-law of Mrs. A. J. Weaver of this city, died in Salt Lake City Monday. Prof. Dennis was superintendent of the Salt Lake schools. The

funeral will occur in this city Sunday. REPORTS OF STATE ASSESSMENTS. Not Up to Those of Previous Years in Some

LINCOLN, June 28 .- (Special to The Bee. The reports of the assessments are coming in from the various countles to the state auditor. The reports of the first five counties received as compared with the reports made last year show a decrease of \$125,000. If this decrease is kept up throughout the state the difference between this year's assessment and that of last year will amount to about \$13,000,000. If the ratio of decrease should be kept up in some of the counties reporting, the auditor remarks, it will only be a matter of a year or two until they will report nothing assessable within their bor

State Auditor Moore is preparing a com parative statement of the net earnings and losses and general business of the insurance companies doing business in the state dur-ing the past five years, which will be of considerable interest, especially in view of the recent advance of rates made by the in-

surance companies.

J. B. Erion of the Bureau of Agricultural Statistics has completed the record of farm mortgages by counties, as shown by the reports of county clerks. It showed that during the year ending May 31 the total num-er of farm mortgages filed in the state to be 22,442; amount, \$22,342,411.16. Numbe satisfied, 21,308; amount, \$16,921,367.08. Th town and city mortgages amount to \$9,251,-175.50 in the same period, with \$8,332,092.52 satisfied. In Douglas county the number of farm mortgages recorded was 128, with an aggregate consideration of \$256,259.37, while the number of those satisfied was 91, having an aggregate consideration of \$119,520.82 The second baseman of the Jacksonville ball club was assaulted by a local colored man at the Capital hotel the other evening, but came out unscathed. The colored man

claimed that the ball player had tried to lead his wife astray.

The Citizens State bank of St. Edwards and the State Bank of Smithfield have incorporated under the laws of the state and propose to begin business. Articles of incorporation of the Electrical Medical association of the state of Nebraska

Afro-American deague, with Dr. M.

have been filed.

O. Ricketts of Omaha in the chair, is in session here. Delegates from Omaha, Ne-braska City, Beatrice, Hastings and other cities are in attendance: Twenty delegates to the state convention of the Ancient Order of Hibernians at Tecumseh left this evening. They are said to be after the scalp of Stite Delegate J. A. Kilroy, whose case was considered at the national convention is Omaha. Kilroy is said to have used his position in the order to defeat Bryan for re-election.

To Entertain the Veterans. TECUMSEH, Neb., June 28 .- (Special to The Bee.)-A company has been organized here and stock subscribed for the purpose

of placing a small excursion steamer on the

Nemaha river. The proposed boat is to

carry from thirty-five to fifty passengers and to be in running order by August 15, the time of holding the district Grand Army

of the Republic reunion in this city. W. A. Campbell is president of the new company and W. S. Jones secretary. Mob's Victim Fined. FALLS CITY, Neb., June 28 .- (Special to The Bee.)-Following the trial yesterday morning in which the four Salem young men were fined for tarring and feathering Martin

Thayer, a fight was precipitated between

the same boys. Thayer was arrested and fined \$1 and costs. Three Serious Accidents.

BLUE HILL, Neb., June 28 .- (Special Telethe wheels of a freight train this morning while attempting to get off at the depot. His feet were frightfully mangled, and amputation was necessary. He came here recently from West Virginia in search of a

NEBRASKA CITY, June 28.—(Special Telegram to The Bee.)-E. F. Thorp, one of the oldest and most highly respected citizens of this county, was thrown from his buggy during a runaway today and badly injured. His body was terribly bruised and a rib broken. Mr. Thorp being quite well advanced in years, his injuries may result seriously. Isaac, the 8-year-old son of Ben Hakan

ing with a dark lantern. The lantern ex-ploded and the boy's hands and arms were shockingly burned before the flames could Fremont Brevities. FREMONT, Neb., June 28 .- (Special to The

was badly burned last night while plays

Bee.)-John F. Geiger was granted a divorce from Dora H. Geiger in district court on the ground of abandonment. Frank Pugh left for a 500-mile wheel run, which will land him in Walworth, Wis.
The relatives and friends of Mr. and Mrs. I. H. Wintersteen met at the residence of David Franklin yesterday to join in the celebration of their fiftieth wedding anni

versary.

The following officers were installed at the last meeting of the Masonic lodge: Ed Alris, W. M.; Julius Beckman, S. W.; E. Schurman, treasurer; George Storey, secretary. Daughters of Veterans Elect Officers. GRAND ISLAND, June 28 .- (Special Telegram to The Bee.)-The convention of the Daughters of Veterans closed today. The following officers were elected: President, Ida King, Grand Island; vice presidents, Carrie Prouty, Gibbon, and Bertha Talbott, Red Cloud; treasurer, Alma Redding, Lincoin; secretary, Margaret Brown, Grand Island; installing officer, May Bevin, Grand Island; mustering officer, Stella Allen.

Geneva was selected as the place for holding

the next year's convention. Veteran Turner Honored. GRAND ISLAND, June 28 .- (Special to The Bee.)-The editor of the Independent Fred Hedde, received a cablegram from Kiel, Germany, from a committee of the Turner verein, congratulating him and ex-tending best wishes as a charter member and organizer of that society, the oldest in Schleswig-Holstein. As far as known, Mr. Hedde is the only living member among those who organized that society, which is now celebrating its fiftieth anniversary.

Arcadia Masons Elect Officers. ARCADIA, Neb., June 28.(-Special to The Bec.)-Guage lodge No. 208, Ancient Free and Accepted Masons, held a public installation of officers last evening: The follow-ing officers were installed: W. B. Reynolds, W. M.; P. Christian, S. W.; G. H. Kinsey, J. W.; S. W. Goddard, treasurer; Dr. A. E. Bartoo, secretary; J. W. Monteith, S. D.; W. D. Bennett, J. D.; J. Rowley, chaplain; J. Parker, tyler; J. Monteith, W. S. Owen, stewards. Sudden Death of a Pioneer

PALMYRA, Neb., June 28 .- (Special to The Bee.)-William M. Thaler, who had his hip broken by being thrown from a carriage last winter, died suddenly of heart failur this morning. Mr. Thaler had been a resi dent of Otoe county since 1857. He was a member of company A, Seventy-third Illinois infantry. He was 58 years old and leaves a wife and two grown children. Corn Growing Rapidly.

BLUE HILL, Neb., June 28 - (Special

Telegram to The Bee.)-This locality had

several heavy rains lately. Hot winds pre-vailed yesterday for three hours. Corn la knee deep and growing rapidly. No Aid for Wealers. GRAND ISLAND, June 28 .- (Special to The Bee.)-Higginson's branch of Commonwealers is camped nine miles below the city, near Doniphan. They came down the Platt Commander Higginson has been in the city two days seeking aid and provisions, but neither the county nor city authorities will

or can do anything for them Small Blaze at Nebraska City. NEBRASKA CITY, Neb., June 28 .- (Speial Telegram to The Bee.)-The Stock exchange building, owned by the Union Stock Yards company, in which Secretary of Agriculture Morton is largely interested, was damaged about \$700 by fire this morning, Irsurance, \$5,000. Origin of the fire is un-

Nebraska Loses an Educator.

GENEVA, Neb., June 28 .- (Special Tele-

gram to The Bee.)-Prof. H. L. Chaplin, for

six years past the city superintendent of schools, has been elected superintendent of schools of Sterling, Ill. It is understood that he has accepted the position. Knocked Out of Time By that able blood depurent, Hostteter's Stomach Bitters, the young glant, rheumatism, withdraws, beaten. In maturity it is harder to conquor. Attack it at the start with Hostetter's Stomach Bitters, and save yourself years of agony and constant danger, for this malady is always liable to attack

nervousness and kidney complaint is the Bitters. Balloon nightly at 8 at Courtland Beach.

the heart. Potent in malaria, dyspepsia

TRIED THE WEALERS. Federal Officials Return from Holding Court

at Fort Sidney. Judge Dundy, Commissioner Frank, Dis trict Attorney Sawyer, Marshal White, Attorneys Kelly and Wheeler, and the officials who went out to Fort Sidney to try the crowd of Commonwealers captured at Big Springs returned to this city yesterday, having completed their duties. Nearly all the Wealers pleaded guilty to the charge of interfering with trains in charge of the government, which makes them in contempt of court. Twenty-five of them were tried and nine dismissed. Judge Dundy deferred his decision and will sentence them with those who are in the Douglas county jail, awaiting sentence on the same charge, a

the same time.

Judge Dundy was ill part of the time he was out to Sidney, but he is better now and may open court this morning to hear cases in equity. He has discharged the jurors and it is not likely that they will be reconvened during the present term of DeWitt's Witch Hazel Saive cures ulcers.

DeWitt's Witch Hazel Salve cures piles. Balloon nightly at 8 at Courtland Beach. Fainted from Exhaustion. Otto Reimers, a German actor without

family in Omaha, fell to the pavement at the corner of The Bee building shortly after 2 o'clock yesterday in what appeared to be a severe sunstroke. Dr. Towne of the Board of Health was called as he was passing. He at once pronounced it a case of physical exhaustion, as the man's temperature was entirely too low for sunstroke. Reimers has been in the St. Joseph hospital for a number of weeks and was yesterday given a letter to County Commissioner Live-sey with a request that he be admitted to the county hospital. He was on his way to the court house when overcome. He was taken to the county hospital later.

Popular music at Courtland Beach.

Fine Arts Academy Reception. The young ladies of the Omaha Academy of Fine Arts will appear in costume this evening at the reception to be given at the tudio in the Natatorium building on Howard street. The work of the students for the past year in oil and black and white, from life and casts, will be shown, electric lights having been put in for the purpose. Refreshments will be served, and a number of leading musicians will be present and assist in a short musical program, including Hans Albert, Mrs. Nye, Mr. Gahm and others.

Balloon nightly at 8 at Courtland Beach.

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