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WANTED, AT ONCE, ONE GOOD COAT maker; prices \$1 to \$10, "My Tailor," Norfolk, Neb. 11-691-21* WANTED, YOUNG MAN THOROUGHLY EX

WANTED FEMALE HELP.

perienced in office work; no others need best references required. Address X 31,

LADIES WANTING FIRST-CLASS GIRLS apply Scandinavian Y. L. Home. Office, 295 N 16th. C.—M688 29* WANTED, LADIES TO SELL THE CELE-brated California corset. Send for terms, booklyn, N. Y. California Corset compan Cooklyn, N. Y. C. Mail 24* WANTED, FIRST CLASS MILLINERY TRIM-mers; 1614 Douglas st. C-540 20* WANT A FIRST-CLASS HAIR DRESSER none but competent used apply. Mrs. R. H. Davies, 1520 Douglas st. C-M583 3; no children. Apply, with references, after 4, 95; N. 27th. C. M621 21*

WANTED, A MIDDLE-AGED, REFINED AND chergetic lady; an excellent chance for such a person. Address X 41, Bee. C. M611 23

HOUSES, F. K. DARLING, BARKER BLOCK. HOUSES IN ALL PARTS OF THE CITY, THE O. F. Davis company, 1565 Farnam. D-735 CALL AT OUR OFFICE AND EXAMINE PHOtograph of very line 7-room moders cottage os
paved street, one-half block from car line; only
125.09 per month. Fidelity Trust company, 1702
Farnam st. D-135

5 6-ROOM HOUSES, MODERN AND CHEAP 608 N. 13th atreet. D-M716 829* FOR RENT-TEN-ROOM HOUSE, N. W. COR. Parism and 20the sts.; modern improvements; by Chas. Turner, 2316 Farnan st. D-849

FOR RENT, TWO 8-ROOM, ELEGANT BRICK flats; all modern conveniences; I block from lith street motor, \$25.00. Comptroller's office.

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NEW 4-ROOM COTTAGE NEAR REMIS PARK 19.00. Fidelity Trust company, 1702 Farnam. D-M482

FOR RENT, NEW 4-ROOM COTTAGE, 20TH and Sahler st., cellar, cletern, city water, ff. Enquire 1218 Farnam st. D-ML60 21

FOR RENT, TWO 12-ROOM HOUSES, 218 AND 218 N. 15th street, all modern conveniences, with range. Apply of the Byron Reed company, 212 S. 14th st. D-M551 25 FOR RENT, MODERN 8-ROOM FLAT, LANGE block, 606 S. 12th. D-577 25 8-ROOM HOUSE NEAR HIGH SCHOOL, \$99.00 inquire 2016 Capitol ave. D-(25-25*

6-ROOM COTTAGE WITH BATH, US NORTH 17th street. D-588-23*

FOR RENT-FURNISHED ROOMS

FURNISHED ROOMS. MIS DODGE. E-M68 22* NICELY FURNISHED ROOMS, MODERN. 2005 St. Mary's avenue. ROOMS FOR LIGHT HOUSEKEEPING. IN North 15th a reet. E-M564 21 PROOMS, FURNISHED OR UNFURNISHED.
2221 Spruce street. E-ME2 21

FOR RENT-ELEGANTLY FURNISHED, steam heated rooms, 694 So. 12th. E-400-21

FOR RENT-FURNISHED ROOMS PLEASANT ROOMS, NEWLY FURNISHED at 234 Harney st. E-MS2 21* LARGE FRONT PARLOR. MODERN CON veniences, furnished or unfurnished, with o without board; also small room upstairs, 52 So. 25th avenue. E-M616 27*

FURNISHED ROOMS AND BOARD. ROOMS AND BOARD, 2013 CAPITOL AVENUE F-M154 27*

ELEGANTLY FURNISHED SOUTH FRONT room or surie; private board; best convet lences, 2119 Douglas street. F-M557 25* "THE HILLSIDE," 18TH AND DODGE, NEW management, large rooms, furnished and un furnished, steam heat, excellent table board F-M533 24* HANDSOME FRONT ROOMS WITH BOARD references, 202 N. 18th. F-528-22*

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FOR RENT STORES AND OFFICES ply at the office of The Ree. I-916

FOR RENT, ROOM 55 BY 22 2D FLOOR OF my store, suitable for clonks and suits; good light and elevator service. Mrs. J. Benson.

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STORAGE, WILLIAMS & CROSS, 1214 HARNEY, M-741 STORAGE FOR HOUSEHOLD GOODS; CLEAN and cheap rate, R. Wells, 1111 Farnam.

M-742 BEST STORAGE BUILDING IN OMAHA, U. S. gov. bonded warehouse. Household goods stored. Lowest rates 1913-1915 Leavenworth. M-74

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WANTED, A HORSE AS A GIFT, OR FOR ITS keeping this winter. City Mission laundry, 316 South 20th. Telephone 1716. N-Misso 22*

PAYMENTS EASY, YOU WONT MISS YOUR money. Low prices on furniture and household goods. Enterprise Credit Co., 612-615 N 18th st. 04-745

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1'-614-S-23*

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FOR SALE, FULL BLOOD HOLSTEIN BULL calf, registered. 2228 Webster street.

Q-406 E1*

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FOR EXCHANGE. 1 HAVE CASH, IOWA AND OTHER LANDS to exchange for merchandise. H. A. Wagner, Omaha, Neb. Z-M865 LAND TO TRADE FOR CATTLE OR HORSES. Land located in Hitchcock Co., Neb. Address P. O. Box 119, Red Cloud, Neb. Z-M511-24 P. O. Box 119, Red Cloud, Nec.

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Z-Missi-St7

I WISH TO TRADE TWO FINE BROOD marcs, both safe in feal to standard sons of Onward and Red Wilkes, Also two standard bred fillies, one by Shadeland Onward, the other by Eventime. Want clear Omaha or Council Bluffs property or land. No cash. Address F. S. Gay, Pullerton, Neb.

Z-Missi 22*

FINEST FARMING LAND IN MERRICK county to exchange for a stock of general merchandise. Box 154, Clarke, Neb. Z-M612 21*

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29 ACRES CLOSE IN, \$46.00.
28 acres, with house, \$2.50,
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200, near Omaha, \$5.000,
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C. F. Harrison, \$12 N. Y. Life, FOR SALE, IN COUNCIL BLUFFS, A VERY desirable modern 7-room house, extra chold location, \$7,500. Address Puscy & Thomas, 3 First Natl. Bk Bldg, Omaha. RE-M576 24 POR SALE, 2,600 BUSHELS CORN,

TYPEWRITERS.

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Send for our list of second-hand and shop-worn hicycles. Repairs and cycle sundries of all kinds. M. O. Daxon, 402 N. 15th st. 779

LOST, WEDNESDAY, BETWEEN MIAMI AND Curring on 22d street, ladies feather boa. Return 2619 Douglas and receive reward.

LOST-575 29* STRAYED, BROWN BIRD DOG ABOUT ONE year old; brown leather collar on neck; an-swers to name of Nerol Reward for return to 1212 North 19th. LOST-579 20* LOST-A LADY'S GOLD RING, CLUSTER OF rubbles and pearls; return to Mrs. A. J. Ford, Millard hotel, room 96, and receive reward, 563-20*

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DRESSMAKING IN FAMILIES. 210 S. 10TH. M492-015* DRESS MAKING AT NORTHEAST CORNER 16th and Howard. Wool dresses, \$8.00. MAST 21* HULDREN'S CLOTHES AND PLAIN SEWING denc. at 1809 Parnam street. M579 22*

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SCHOEDSACK, TWIN CITY DYE WORKS, 1521. Farmam street. Dyeing of every descrip-tion and dry cleaning. 197 FURNACES.

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EAGLE CORNICE WORKS, JOHN EP neter, prop., 198, 110, 111 N. 11th, Estab. IS

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5:00nm. Deadwood Express. 5:10pm
5:00nm. (Ex. Sat.) Wyo. Ex. (Ex. Mon.) 5:10pm
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5:30pm. St. Paul Express. 5:40am

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SUPREME COURT PROCEEDINGS.

National bank vs Young; Tecumseh National

because of a doubt as to a mere preponder ance of the evidence. nce of the evidence. Lowe against Riley. Appeal from Douglas ounty. Affirmed. Opinion by Commissioner In the supreme court yesterday the follow ing proceedings were had:

Ryan.

A bill of exceptions must contain all the evidence upon which questions of facts are to be determined, a reference in such bill to evidence to be found by reference to another bill filed in an independent case not believe sufficient. Siste ex rel Ransom vs Irey, advanced Harris vs Nichols, dismissed, Motions to quash bills of exceptions in the following cases were overruled: Tecumsoh National bank vs Head; Tecumseh National Saunders; Tecumseh National bank vs Best; recumseh National bank vs Brown; Tecumseh National bank va Hull; Tecumseh

bank vs Kershaw; Tecumseh National bank vs Corson; Tecumseh National bank vs Turpany vs Aldrich, motion to quash bill of ex-ceptions sustained. Case Plow Works vs Hayward, motion to quash bill of exceptions sustained. Coburn vs Watson, motion to dismiss overruled. Hoagland vs Van Etten; Cooley vs State and Gelligher vs State

suggestion of diminution of record denied. Specht vs Specht, motion to dismiss over-ruled. Merrill vs Wright, motion for leave Tuisd. Sterrill vs Wright, motion for leave to amend petition overruled.

Motions for rehearing were overruled in the following cises: Stephenson vs Flagg; Seroggin vs National Lumber company; Chicago, Burlington & Quincy Railway company vs Hitchcock county; Smith vs Phelan; the following cises: Stephensen vs Flagg;
Scroggin vs National Lumber company;
Chicage, Burlington & Quincy Railway company vs Hitchcock county; Smith vs Phelan;
Van Etten vs Howell; Hanover Fire Insurance company vs Gustin; Grimes Dry Goods
company vs Shaffer; Brown vs Bitner; Jenkins vs Mitchell; Feree vs Stubbs; Minick
vs Brock; Ellison vs Albright; Merrill vs
Wright; Union Pacific Railway company vs
Erickson; Union Pacific Railway company vs
Davis; Briggs vs First National bank; Doll
vs Crume; Lamb vs State; Von Dorn vs
Mengedoht; Baird vs Woodard; Fullerton
vs school district of Line in.
Foley vs Holtry, rehearing allowed.
The following cases were argued and sub-

The following cases were argued and sub-nitted: Gedman vs Converse, Omaha & Republican Valley Rallway company vs Cook. Clark against Kelsey. Appeal from Doug-as county. Reversed and remanded. Opin-on by Chief Justice Norval. All verbal negotiations or understandings of parties had prior to the execution of the

written contract are merged in the written agreement.

2 The contract of employment set out in the opinion construed, and held that the employe was obliged to bestow all of his time and attention, if the same were required for the successful prosecution of the business of his employer, and that such employe was prohibited, during the term of his employement, from engaging in any enterprise or business on his own account of the same character as that of his employer, or which conflicts with the interests of the latter. 3. A cause should be tried upon the issues

formed by the pleadings.

4. An account stated does not bar a recovery for items not within the contemplation of the parties when the settlement was Clark against Carey. Error from Douglas ounty. Affirmed. Opinion by Justice Post. A prosecution for bastardy may be had in the county of the complainant's actual restence and in which the child in question liable to become a public charge not idence and in which the child in question is liable to become a public charge, not-withstanding the complainant may have a legal settlement in another county or state.

2. Motions for continuance are addressed to the discretion of the trial court, and its orders in the allowing or refusing thereof will not be disturbed unless there appears to have been a clear abuse of discretion.

3. It is not error in a prosecution for bastardy to order the accused, on conviction, to pay to the complainant a specified amount of money for the support and education of the illegitimate child.

4. Some discretion is allowed the trial court in fixing the amount in which the accused, upon conviction for bastardy, shall stand charged, and a judgment in such case will not on appeal be held to be excessive in the absence of a manifest abuse of discretion.

of the action of a trial court in the admission or rejection of testimony, the portion of the testimony in which it is claimed the error occurred must be specifically and definitely described or pointed out in the assignment in the petition in error.

3. Where the errors claimed to have been committeed by the trial court either in the giving or refusing certain instructions are grouped in one assignment in the petition in error, they will be examined no further than to determine that one of the instructions given was proper and unobjectionable, or one of those refused was rightly refused.

4. Where there is sufficient evidence to sustain the finding of a jury, such finding will not be disturbed unless it is clearly wrong.

ing to give an instruction requested by plaintiff in error, examined and held not plaintiff in error, examined and held not erroneous.

2. Where an instruction is requested in which it is attempted to include all the issues under the pleadings and evidence in the case, but it omits one of such material elements, it is not error to refuse to give the instruction.

3. False statements in regard to the affairs of a corporation by one of its officers, who possesses full knowledge of its condition, made for the purpose of inducing parties to purchase of him shares of stock of the corporation owned by him, who purchased the stock relying on such statements, having no knowledge of the truth or falsity of the statements and no full means of ascertaining the facts constituting such knowledge, are sufficient to raise a cause of action in favor of the purchaser for damages.

4. The evidence held sufficient to sustain

such knowledge, are sufficient to raise a cause of action in favor of the purchaser for damages.

4. The evidence held sufficient to sustain the verdict.
Comstock against Cameron et al. Error from Douglas county. Affirmed. Opinion by Commissioner Ryan.
Where the undertaking of a surety was that buildings should be erected by his principal upon certain real property and the same turned over free from incumbrance, proper records showing the filing of claims for mechanics' liens and a decree establishing the same as claimed, are admissible as proof of the existence of liens against said property in a suit against the surety on his undertaking, notwithstanding the fact that such surety was neither named in, nor made a party to, the proceedings evidenced by such records.

Patterson against Murphy. Error from Douglas county. Reversed. Opinion by Commissioner Ryan.

A party whose cause of action is founded upon a written contract is limited as to his rights by the terms of such contract, and a recovery contrary thereto cannot be sustained.

2. Where a vendee had failed to perform

Beindorff against Kaufman. Appeal from Douglas county. Affirmed. Opinion by Commissioner Ryan.

As bearing upon the defense of duress per minas interposed against the foreclosure of a mortgage, the actual guilt of a son is not material where his parents have been compelled to make such mortgage to secure his debt by alternative threats to begin and promises to forbear a prosecution against him solely conditioned upon the consent or refusal of his parents to make the mortgage demanded.

Storz & Her against Riley et al. Error from Douglas county. Affirmed. Opinion by Commissioner Ryan.

Where there is evidence upon which the jury might have found for either litigant, the verdict of a jury will not be disturbed

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to evidence to be found by reference to another bill filed in an independent case not being sufficient.

2. Where there is not such a bill of exceptions as will permit of a consideration of the facts upon the evidence, and where the averments of the petition for a receiver were in no way denied except by affidavits used as evidence, the rights of the parties must be determined solely upon the allegations of the petition accepted as true.

Munro against Callahan. Error from Douglas county. Affirmed. Opinion by Commissioner Ragan.

A justice of the peace has no jurisdiction to try and determine the guilt or innocence of a party charged with being the father of a bastard child.

2. A bastardy proceeding is essentially a civil proceeding, and can only be tried on its merits in the district court.

3. The examination by a justice of the peace of a person charged with being the father of a bastard child, is in no sense a trial of the merits of the controversy, and the statute does not contemplate the taking of any such testimony in such proceeding on behalf of the party accused. Daly against Melendy, 32 Neb., 852, followed and reaffirmed.

4. The deposition of a witness who resides

from Douglas county. Affirmed, Opinion by Commissioner Fagan.

One Crew borrowed of a trust company \$4,000, agreeing to repay it in five years with semi-annual interest; to secure the payment of this debt Crew executed to the trust company a mortgage upon his real estate; this mortgage provided that Crew should insure the mortgaged property against loss by fire for five years for the benefit of the trust company. About the date of the mortgage an insurance company issued to Crew a policy insuring the property against loss by fire far five years. This policy contained the following: (a) if the property be sold or transferred in whole or in part without written permission in this policy then, and in every such case, this policy is void; (b) when the property shall be sold or incumbised or otherwise disposed of, written notice shall be given the company of such sale or incumbrance or disposal, otherwise this insurance on said property shall immediately terminate. Attached to this policy and made part thereof was a "mortgage slip" as follows: "It is hereby agreed, that this insurance as to the interest of the mortgagee only therein shall not be vindicated by any act or neglect of the mortgagor or owner of the property Insured, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy.

"It is further agreed that the mortgagee shall notify said company of any change of ownership or increase of hazard which shall come to the knowledge of the said mortgagee, and that every increase of hazard not permitted by this policy to the mortgage, and that every increase of hazard not permitted by this policy to the mortgage, and that every increase of hazard not permitted by this policy to the mortgage, and that seem of the said mortgage and shall came that as to the mortgage debt, but no such subrolateral to the mortgage debt, but no such subrolaters and the mortgage debt, to the extent of such payment; or at its option may pay to the mortgage debt, but no such subrolaters, and shall t

in the absence of a manifest abuse of discretion.

5. Errors of law to be available in this court to the complaining party must be specifically assigned in the petition in error. Hogeboom against Robertson et al. Appeal from Dougias county. Affirmed. Opinion by Justice Harrison.

The evidence in the case examined and hold sufficient to sustain the findings and judgment of the court below.

Wonderlich et al against Walker. Error from Gage county. Opinion by Justice Harrison.

"Where the goods of P are wrongfully levied upon and sold on an execution and attachment against A, and the plaintiffs in those actions directed the levy and sale and indemnified the officer, they are jointly liable with him and his sureties for the wrong." Former decisions of this branch of the case followed and adhered to. Sec 33 Neb., 504.

2. In order to obtain a review in this court of the action of a trial court in the admission or rejection of testimony, the portion of the insurance company to recover the full amount of its claim."

The policy on its issuance was delivered to the trust company, which retained the possession and title thereof. Crew sold and conveyed the mortgaged property without the written permission of the insurance of the conveyance of the property was destroyed by fire. The trust company learned of the conveyance of the property was destroyed by fire. The trust company is of the insurance company thereof until after the fire. Prior to the destruction of the insurance polley nor part with its possession. The mortgage debt was unpaid and not due at the time of the destruction of the insurance polley nor part with its possession and title thereof. Dut the trust company to recover the insurance of the conveyance of the property was destroyed by fire. The trust company is of the insurance company in or notice of any kind until after the insurance of the conveyance of the property was destroyed by fire. The trust company is of the conveyance of the

the trust company, in pursuance of its con-tract of guaranty, hald it off. Held: (i) That neither the sale and conveyance

his failure to give the insurance company notice thereof, voided the policy as to the trust company.

(2) That the status of the trust company was not of a mere assignee of the insurance policy issued to Crew, nor that of a person appointed to collect the loss for him; that the policy contained a contract between the insurance company and the trust company separate and independent from the contract between Crew and the insurance company; and that the right of the trust company; and that the right of the trust company could not be made to depend upon Crew's observance of his agreements with the insurance company.

(3) That the neglect of the trust company to notify the insurance company of the sale of the mortgaged property did not void the policy as to the trust company.

2. That, as by the terms of the insurance policy the loss was made payable to the trust company, and as it owned and held possession of the policy and had cuaranteed the payment of the mortgage debt, the suit was properly brought in its name, although the assignee of the mortgage debt was also a proper party plaintiff.

Beard against Ringer. Error from Douglas county. Affirmed. Opinion by Commissioner Ragan.

Affidavits used in the district court in sup-

a proper party plaintiff.

Beard against Ringer. Error from Douglas county. Affirmed. Opinion by Commissioner Ragan.

Affidavits used in the district court in support of a motion to set aside a default and judgment must be embodied in a bill of exceptions, if it is desired that this court shall pass upon their sufficiency for the purpose for which they were used in the court below.

2. The plaintiff in an action appealed from a justice of the peace or county court has fifty days from the rendition of the judgment appealed from in which to file his petition in the appellate court.

3. The time for a defendant to answer in an action appealed from a justice of the peace or county court does not begin to run until fifty days from the rendition of the judgment appealed from a justice of the peace or county court does not begin to run until fifty days from the rendition of the judgment appealed from excluding the day on which such judgment was rendered. Code of Civil Procedure, section 1,098, and 1,010 (a).

dyspepsia, returns again. Our traditional nother-in-law is nothing to it. To prevent repeated visits use Hostetter's Stomach Bitters. Also seek the aid of this comprehensive remedy for malaria, liver and kidney troubles, debility and nervousness. Question those who have been troubled with these and kindred aliments. They will testify to be-

indegment appealed from excluding the day on which such judgment was rendered. Code of Civil Procedure, section 1,098, and 1,010 (a).

Erb against Egglesten. Error from Gage county. Reversed and remanded, Opinion by Commissioner Irvine.

Negligence on the part of a railroad company cannot be inferred merely from the fact that the act complained of was upnecessary, nor from the fact that a necessary net was performed in an unnecessary manner. In order to justify the inference of negligence the commission of the act in the manner in which it was committed must under all the circumstances have implied a failure to exercise that degree of care which a pandent person would exercise under similar circumstances.

2. The evidence in this case examined and held insufficient to establish negligence on the part of the defendant.

Lichtenberger against Worm. Error from Douglas county. Affirmed. Opinion by Commissioner Irvine.

Where a default has been regularly entered against a defendant personally served with summons, it is largely within the discretion of the court to say whether he shall be permitted to come in afterwards and make a defence, and unless it be made to appear that there has been an abuse of discretion by the court below, in this particular, this court will not interfere. Mulhollan against Scoggin, 8 Neb. 22: Bernstein against Scoggin, 8 Neb. 22: Bernstein against Brown, 23 Neb. 54 followed.

2. The defendant appeared after answer day and filed a demurrer without leave; the plaintiff moved for default; the court did not enter a default, but gave defendants leave to answer in two days. Held, that the condition imposed of filing an answer within a short time was a reasonable exercise of discretion on the part of the trial court, at least in the absence of evidence of any of the circumstances surrounding the case.

R. It is the duty of the district court to afford to defendants a full opportunity to prevent unnecessary delays and discourage frivolous proceedings. In reviewing orders affecting the procedure is

After a brief absence the cheerful visitor