

EVERY HUMOR FROM PIMPLES TO SCROFULA CURED BY CUTICURA WHEN ALL ELSE FAILS

SPEEDY CURE TREATMENT—Warm Baths, with CUTICURA SOAP, gentle applications of CUTICURA (ointment), and mild doses of CUTICURA RESOLVENT, blood purifier, speedily cure torturing, disfiguring, itching scaly and scrofulous humors when the best physicians and all other remedies fail. NOW IS THE TIME TO USE THEM.

WAS HILL'S BOND A VALID ONE

Question Finally Submitted After Extensive Argument on Both Sides.

STATE CONTENTS SURETIES ARE HELD

Omission of the Treasurer's Signature an Irregularity that Does Not Release Those Who Guaranteed Him—Taking Testimony for Defense.

LINCOLN, May 7.—(Special.)—At 9:30 a. m. the supreme court was on the bench. Then followed a long wait for Mr. Lamberston. At last Judge Wakeley appeared, and General Cowin resumed his argument as to what was and what was not a contract.

General Cowin cited a case in New York in which it was held that too great care could not be taken in the execution of instruments. In the case cited the judge had said that if the decision which he rendered would have the effect of indicating this principle of carelessness it would do great good. General Cowin was attempting to show that strict compliance with commonly accepted definitions of signatures was held to be material. The defense in the case at bar was setting up that Hill had not signed his treasurer's bond for the last two years of his term. Counsel held that if the bondmen of Hill had fixed the condition that Hill should sign the bond and Hill had failed to do so the bondmen were not held. General Cowin then referred to a case in the Fifty-sixth New York reports, similar in detail to the one at bar. From the Fifteenth New Jersey, p. 124, the counsel read briefly of a case in which one of the bondmen had failed to affix his signature, a bondman whose name appeared in the body of the instrument. It had been held by the court in this case that, as the principal had given express instructions that the bond should not be delivered until all had signed it, and that it was found in defendant's hand without the name of the one bondman, contrary to instructions of defendant, neither defendant nor any of the bondmen were liable.

From the various authorities cited General Cowin drew the principle that if a surety had been approached and asked to sign a bond and had made it a condition that B. and C. should also sign it, although this surety might sign it at the time, he could not be held until B. and C. both signed the instrument.

It is expected that testimony will be given to show that a similar condition existed in regard to Hill's bond. Judge Wakeley said that it was not noted by the state that the authorities agreed on certain points made by General Cowin, but that none of them applied to the case at bar. General Cowin contended that to say that state authorities charged with taking due notice of the obligations of others was to give them a license to do official business as loosely as boys playing marbles on the sidewalk. He then called for the original bond of Hill for the purpose of illustration. Counsel for the state has urged that it made no difference whether a maker of a bond affixed his name at the top, in the middle or at the bottom of the instrument.

VALUE OF SIGNATURES. Counsel then said that his learned friend, Judge Wakeley, had gone back into the remote centuries in his search through common law. But he would go back further, even to the eleventh century, and he did so, quoting from the English statute of frauds. He read the syllabus of a case in which a deed had been written out by the maker, who had omitted to sign his name. But the lord chancellor had held that as the maker had written "I, J. B. do hereby, etc." the deed was valid. Referring then to the original bond Hill, counsel cited attention to the fact that Hill's bond did not read, "I, John E. Hill," but, on the contrary, "We, John E. Hill, C. W. Moshier, etc."

In the present case, the bond was general and specific. In the Hill bond it was general and collective. Up to the hour of noon adjournment General Cowin had quoted authorities on speaking two hours and a quarter, all tending to show that no name was a signature in an instrument unless it were proved that the signer intended to sign his name. "It could not," he said, "be shown by parole testimony that Hill ever intended that the name of himself in the body of his bond was to be his signature."

General Cowin then thanked the court, and said that, so far as he was concerned, he submitted the case on the point of admitting the validity of Hill's bond. He had shown the admissibility of Hill's bond in evidence because he believed it invalid. Upon the original bond in question the blank line tended for the signature of Defendant Hill was not filled out.

When court reconvened at 2 p. m. Chief Justice Norval requested counsel of the defendant to prepare a complete list of the authorities upon the last question argued, namely, the validity of ex-Treasurer Hill's official bond.

WAKELEY ON VALIDITY. Judge Wakeley, resuming the dropped thread of the argument, said he advanced the state's contention that Hill's sureties are held bound by the terms of the bond, whether or not Hill is declared to have legally executed it individually. He took no issue with the counsel for the state on this point, but that where one of the sureties on a bond has failed to sign the other sureties are released from their contract. Upon the contrary, he was willing to correctness of this theory, but he started out upon the principle that the requiring of the principal's signature was for the benefit of the obligee, and positively not for that of the sureties. The state will hold that if Hill has placed himself in a position where he is estopped from claiming as to his signature, he must take by the consequences. Judge Wakeley then returned to the claim of the defense that an instrument may be drawn by any man, in a momentary illness, in which his name appears in the body of it, but which he fails to sign or has any intention of signing. The case bears no similarity to the one at bar, for the reason that there would be no delivery in that event, while signing and delivering is included in the term "executing a bond."

The presumption is here that Hill delivered this bond as his bond, and it was the only instrument upon which he could have relied in laying claim to his office. In reference to the claim of General Cowin, that the absence of the principal's signature invalidates the official bond, counsel declared that this would not be good law where there is in existence a state controlling the formation of such a bond, and said that only when the bond falls under the statute, then, and then only, does the obligee fall back upon common law bond. Our statute declares that no official bond shall be declared invalid by reason of any informality or irregularity in its execution. This provision, counsel for the state claims, covers perfectly the point in issue, in that Hill's bond was delivered as his official bond, notwithstanding there was an irregularity in its failure to sign it in the lawful way. The sureties had knowledge at the time they signed this bond that Hill's name was not yet attached to it. Proper diligence would have required them to ascertain whether or not he had signed before waiting for two years, and permitting him to handle the state's millions in the interim.

Reading from Throp on Public Officers, section 188, Judge Wakeley utterly demolished General Cowin's claim that an official bond is invalid if it departs from statutory provisions by informing the court that in this section it is held that where an official bond falls under the common law, it is held as valid under the common law. In the case of an oath of office, the statute requires that it be "subscribed to and sworn before the supreme court, or that he had made it operative by intending to sign it at the bottom when he wrote his own name in the body. This opinion, Judge Wakeley believed, settled the question of intention where a principal gives evidence by his delivery of the bond of his intention to sign and make it operative.

It was through Lase's cause that Phillips came to his death. On the 21 of February last Fred Lase drew a shanty upon a tract of land on the west side of the Missouri river, seven miles east of Tekamah, in the night, and made it his abode for the purpose of squatting on the land and acquiring a title from the government in time. Owing to its swampy nature no survey was made of this land at the time of the government surveys in the 50s, and it has since been the source of much trouble and litigation on the part of farmers who have laid claim to it. At the time the case was brought on, one of the defendants, had the land fenced and was farming it.

The witness testified that on the afternoon of the shooting he was warned to vacate the premises or suffer the consequences, but that instead he called in Robert Phillips and two other companions, all armed, to assist any attack that was expected, and on the night of February 8 unknown parties with guns assaulted the shanty. He further testified that he was not present at the time and his companions walked off with him, and called on the enemy in ambush to "stop shooting," and a voice replied, "not out if you are on the case until driven to it by the attorney general and himself."

There are 115 witnesses subpoenaed in the case, and only 100 have been examined a long trial is evident.

LINE OF PROSECUTION. The prosecution is leading out to lay a broad foundation, and the court is granting the state much material testimony. Counsel for the state has retained Isaac Olin Hopewell to assist him, and Mel Joy of Dakota City has been engaged by private subscription to aid in the prosecution. H. H. Bowers, whom Sears declined to countenance in the prosecution of the case, was a rival prosecutor in the case until driven to it by the attorney general and himself.

Speculation is rife as to which one, if either, of the defendants is guilty, and with the array of legal counsel on each side the defense few expect a verdict of guilty, while a very great number do not think the right man has been yet placed under arrest. The jury is kept under strict surveillance and not permitted to address or be addressed on any subject. The question of jurisdiction is working in, and the prosecution has had the Harrison county (Iowa), and constant lines on the land on which the murder occurred today. The deep mystery that seemed to enshroud the whole affair seems to be lifting, and the case until driven to it by the attorney general and himself.

WHO KILLED ROBERT PHILIPS

Interesting Murder Trial Under Way in Butte County.

STORY OF A STRUGGLE FOR LAND

One Hundred and Fifty-Five Witnesses Are Expected to Testify Before the Five Defendants Know Their Fate.

TEKAMAH, Neb., May 7.—(Special.)—The trial of the five accused murderers of Robert Phillips on "No Man's Land" is taking a broad foundation and shows evidence of an extraordinary case. The taking of testimony began with Fred Lase. He occupied the witness stand over three hours.

It was through Lase's cause that Phillips came to his death. On the 21 of February last Fred Lase drew a shanty upon a tract of land on the west side of the Missouri river, seven miles east of Tekamah, in the night, and made it his abode for the purpose of squatting on the land and acquiring a title from the government in time. Owing to its swampy nature no survey was made of this land at the time of the government surveys in the 50s, and it has since been the source of much trouble and litigation on the part of farmers who have laid claim to it. At the time the case was brought on, one of the defendants, had the land fenced and was farming it.

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STATE HOUSE CROWD PAY A VISIT TO OMAHA TO RECEIVE INSPIRATION.

LINCOLN, May 7.—(Special.)—A very bitter feud has developed here the past few days over the distribution of spoils by the various state boards—the Banking board, the Board of Public Lands and Buildings, the Irrigation board, and, last, but not least, the State Board of Transportation. The railroad contingent, which practically comprises the active republican workers of the machine brand, who held open house during the legislative session, are in the city, and are constant lines on the land on which the murder occurred today. The deep mystery that seemed to enshroud the whole affair seems to be lifting, and the case until driven to it by the attorney general and himself.

It was settled many months ago that Hon. Charles Morrill, regent of the university and chairman of the republican state committee, should have one of the \$2,000-a-year sinecures—a secretaryship on the State Board of Transportation. It was also understood that Morrill should be retained in the office, as he is about the only man among the secretaries familiar with the subject of railroad construction and matters of that kind.

It had been tacitly agreed at railroad headquarters that in the special car of Capt. Holdrege that the place to be vacated by Kouns should go to a Topeka Castor right-of-way investigation that he was awarded the place, and Morrill was to be retained in the office, as he is about the only man among the secretaries familiar with the subject of railroad construction and matters of that kind.

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THE BREAK IN PRICES HAS COME—WE MAKE THE

BREAK—For the next two days we will make prices that have never been made before—We have the goods now—All new goods, too—bought at the lowest figures ever known. We simply open wide the throttle and let her go to force out the biggest amount of Dry Goods ever disposed of in two days.—Come early, for it's the biggest Bargain Sale ever held in Omaha.

Corean Silks

The finest and prettiest effects of the 1895 conceptions—for waists, etc.—31 inches wide, checked, striped, plaid and figured designs—over 50 different patterns in every shade imaginable. The most elegant goods ever brought to this city and as far as price is concerned they are exceptional bargains at.....

Silk and Mixed Crepons

In beautiful designs—all new—this summer's styles and colors—50c quality; tomorrow.....

40 inch all wool English Serge; 37 1/2c the 60c quality for.....

46-inch Figured Mohairs, never sold under \$1. Tomorrow.....

46-inch imported Crepons; the very latest designs; worth \$1.50 go tomorrow at.....

Tumbling Tumblers

Flint Tumblers, still on sale tomorrow at wholesale price.....

Banded Tumblers, each.....

Like Cut Glass Tumblers.....

Nicely Engraved Tumblers.....

Thin Imported Tumblers.....

Hotel Goblets.....

The Ball and Nozzle Lawn Sprinkler, 98c

Tea Cups and Saucers 25c

Fine French China teacups and saucers, imported to sell at 75c, and sold in Omaha for \$1.00. Our price, 25c.

After Dinner Cups and Saucers, 22c

A fine line of assorted styles and decorations of French China after dinner cups and saucers at less than half value,.....

20 per cent discount on white China for decorating.

DAVID CITY, Neb., May 7.—(Special.)—Sheriff Derby arrested two parties at Columbus charged with having robbed J. H. Derby & Co.'s store at Bellwood on the night of April 23. They gave the names of John Murray and Charles Williams and when arraigned pleaded not guilty and waived preliminary examination and were jailed. Several pieces of goods with the coat marks still on them were found in their possession. Murray claims to live in Colorado, while Williams hails from Omaha.

Work in the West Fields. WATERBURY, Neb., May 7.—(Special.)—Twelve families of Russian Germans, fifty people in all, arrived in Valley this morning with the intention of working in the sugar beet fields this summer. They are to receive 25¢ per acre for keeping them free from weeds. The sugar beet company will furnish them with tents to live in and work will keep them busy well on into the fall. This company has put in sixty acres and are pushing work on the other 100 as fast as possible.



The Break in Prices Has Come—WE MAKE THE BREAK—For the next two days we will make prices that have never been made before—We have the goods now—All new goods, too—bought at the lowest figures ever known. We simply open wide the throttle and let her go to force out the biggest amount of Dry Goods ever disposed of in two days.—Come early, for it's the biggest Bargain Sale ever held in Omaha.



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Tumbling Tumblers



The Ball and Nozzle Lawn Sprinkler, 98c



Tea Cups and Saucers 25c



TODAY! THE TOPAKYAN COLLECTION

Oriental Rugs

Carpets and Portieres AT ABSOLUTE AUCTION

Wednesday, May 8, at 10 a. m. at 2 p. m. S. P. MORSE DRY GOODS CO.

MANHOOD RESTORED "CUPIDINE"

BEFORE AND AFTER

FOR SALE BY GOODMAN DRUG CO., & KUHN & CO., OMAHA, NEBRASKA.

"A HANDFUL OF DIRT MAY BE A HOUSEFUL OF SHAME." CLEAN HOUSE WITH SAPOLIO