

TIPS ON ALL WALKS OF LIFE

Repeals of Judicial Decisions Affecting Varied Relationships

LEGAL LIMIT ON ACCIDENT INSURANCE

Policy is Void When Disease Acts as Even a Contributory Cause—Business Classification of Other Building.

Accident Insurance.

An accident policy did not insure against death occasioned wholly or partly, directly or indirectly, by disease or bodily infirmity. The insured was found dead near his team, a wheel having passed over his neck. The autopsy showed that death resulted from apoplexy. Defendant claimed that the apoplexy proceeded and caused the fall, while plaintiff claimed the fall was caused or thrown down by his team, the blow producing apoplexy. Held, that the court should have granted defendant's request to charge that the plaintiff could not recover, even if the death was caused by an independent disease or bodily infirmity contributed thereto. 48 At. Rep. (Vt.) 529.

Attorney and Client.

The mere petition of attorneys and others for the reinstatement of a disbanded attorney will not be considered, such attorney not being before the court in person or by petition asking for reinstatement and giving the reasons therefor. 65 Pac. Rep. (Mont.) 1042.

Banks and Banking.

A party who secured a loan from a national bank and given real estate security therefor cannot be held to deny the right of the bank to enforce the provisions of the mortgage because of the section of the United States statutes prohibiting the taking of real estate security for a loan negotiated by a national bank. 83 N. W. Rep. (Neb.) 148.

Banks and Banking.

The consignee of goods in bond, in consideration of a loan, delivered their note to a bank which received the delivery of these goods to the bank and the establishment of a lien thereon in its favor. A receipt was also given, acknowledging the delivery of the goods to the consignee, to be held in trust for the bank and sold for its account, the proceeds to be applied on the note. The goods were then taken from bond with the money borrowed from the bank without the delivery of a receipt specified in the contract. Held, that equity would carry out the terms of the contract and impose a lien on the goods, though there was no actual transfer of the goods, on the principle that "equity will treat as done what ought to be done." 19 N. Y. Rep. (N. Y.) 522.

Banks and Banking.

The contract of the shareholder of a national bank with the bank and its creditors regarding its debts is that, to an amount not exceeding the par value of his shares of stock, and not exceeding his equal and rateable proportion, he will pay, at such time and in such amounts as the controller of the currency shall demand, the debts and obligations of the bank. 106 Fed. Rep. 458.

Building Trades.

A complaint alleged that defendant, a national bank, by letter agreed that a draft drawn by plaintiff, not to exceed a certain sum, on a certain firm, for goods shipped to them by plaintiff, should be paid, and that in consideration of such guaranty plaintiff shipped the goods to such firm, but that the draft had not been paid, and defendant refused to pay it. Held, that where a corporation has entered into a contract not illegal, which the other party has performed, it will not be heard to claim ultra vires to avoid performance on its part, and, since the national banking act does not prohibit such a contract, the complaint stated a cause of action, and a demurrer thereon should be overruled. 38 S. E. Rep. (N. C.) 252.

Bicyclists.

Where plaintiff testified that defendant's flagman signaled her to cross the rail road tracks on which she was injured, an instruction that a bicyclist must, under all "ordinary circumstances," be treated as a pedestrian to the same rules as a pedestrian, and that he must stop, look and listen, was erroneous, as the term "ordinary circumstances" might have been understood to include the giving of signals to cross tracks, which, in the absence of apparent danger, might absolve both pedestrian and bicyclist from looking and listening. 129 So. Rep. (Ala.) 567.

Brewing Companies.

An agreement by a brewing company not to sell beer to anyone except defendant within a certain designated territory, contributory to defendant's place of business, is not within Rev. St. 1893, art. 5313, which defines as trusts all combinations of capital, skill or acts to create or carry out restrictions in trade, or to prevent competition in the sale or purchase of commodities. 61 S. W. Rep. (Tex.) 526.

Building Trades.

Where a contract sued on provided that no change should be made in any of the materials called for in the specifications, unless by permission in writing from the architect, it was error to instruct that the architect had power to authorize a change in such materials by verbal assent or by implication. 49 N. Y. Supp. 281.

Building Trades.

Defendant employed a competent architect to draw plans for a building, and the specifications were approved by the building department of the city, and provided that five iron columns should be placed through the center, on concrete foundations, to support the building, and that such foundations should be laid on a firm bottom, and be inspected by the architect. The contractor built the foundation for the

center column on the edge of an old concrete foundation, and the foundations for the iron columns of 12 instead of 15 inches concrete, as required by the specifications, and the building collapsed, resulting in the death of plaintiff's intestate. The foundations were not inspected by the architect as they were constructed, and defendant was not aware of the existence of the defect. Held, that the evidence was not sufficient to justify a finding that defendant was guilty of negligence, as the builder was an independent contractor, and the architect was exercising an independent calling, and his failure to properly inspect the construction of a building cannot be attributed to defendant. 39 N. E. Rep. (N. Y.) 914.

Civil Engineers.

A contract provided that, in consideration of the payment of \$10 per day, a civil engineer was to lay out a sewer system for a village and superintend and inspect, as supervising engineer, the construction of any sewers authorized to be constructed within a year from the date of the letting of the contract. The contract specified no time for the duration of the employment. Held, that such contract should not be terminated at any time, as being a contract for indefinite hire, but, in the absence of good ground for discharge, the engineer was entitled to employment until the completion of the sewers. 68 N. Y. Supp. 1020.

Corporations.

Where the subscription to the capital stock of a corporation does not fix the time for the payment of such subscription, nor provide that it is to be paid when called for by the company, such subscription becomes due and payable at once, and the statute of limitations in favor of the subscriber, as to the unpaid subscription, begins to run from the date of the subscription. 129 So. Rep. (Ala.) 611.

Credit Men.

Where defendant's assignor purchased goods from plaintiff and in settlement of a balance due thereon executed a note, which plaintiff accepted in payment and credited the account to the sum thereof, the assignor cannot maintain a claim for such of the goods as remained unsold on the ground that they were fraudulently obtained, while retaining the money and the note. 59 N. E. Rep. (Ind.) 938.

Credit Men.

A creditor may sue on the statute of limitations against another creditor of the debtor's estate, though the debtor himself has not relied on such defense. 38 S. E. Rep. (Va.) 352.

Custom and Usage.

Where oats were sold and charged for by the bag, according to a trade usage and the understanding of both parties that a "bag" meant sixty-four pounds or two bushels by weight, sixty-four pounds of oats were actually weighed and put into each bag delivered, the sale was a sale by the bushel, as required by Pub. St. c. 50, Sec. 21, and not a sale by the bag. 59 N. E. Rep. (Mass.) 806.

Distillers.

Where plaintiffs have the sole right to use a certain trademark, as applied to whisky of their production, another will be restrained from refilling plaintiffs' barrels carrying such trademark, to palm off his product as that of the plaintiffs. 106 Fed. Rep. 498.

Elevator Companies.

The fact that grain stored in an elevator is to be shipped out of the state does not make a state statute requiring a license for conducting the business of such elevator in the state amount to a regulation of interstate commerce. 21 Sup. Ct. Rep. 423.

Fire Insurance.

An action on a policy was not barred by plaintiff's failure to file proofs of loss within the required time, where the adjuster told plaintiff not to telegraph the company, as he would make up proofs of the loss and send them to the company, such statement constituting a waiver of proof by insured. 38 S. E. Rep. (N. C.) 256.

Fire Insurance.

Plaintiff, a farmer, obtained a policy of insurance upon "live stock," etc. "Stock insured against lightning anywhere in Kent, Allegan and Ottawa counties. Situated in Allegan county, Michigan, on section 5, in the township of Heath." Plaintiff, absent from his home with his horses on business, stopped overnight at the house and stabled his horses in the barn of a relative. The barn was struck by lightning, burned and the horses destroyed with it. Held (1) that the insurance was not limited to the loss of stock upon the farm; (2) that the policy covered loss from both lightning and fire, the immediate result of the lightning. 85 N. W. Rep. (Mich.) 454.

Fraternal Insurance.

By a policy of a mutual benefit society the life of deceased was insured except from suicide. His body was found shot, with a borrowed pistol in his hand. He was subject to fits of despondency and had requested that if anything happened to him his body be sent home. The coroner's jury found that he committed suicide. Held, that the trial court should have directed a verdict for the defendant in an action on the certificate. 29 So. Rep. (Miss.) 523.

Individual Duty of Citizens.

By the common law it was the duty of every one against whose person or property a crime had been committed to prosecute the guilty one to conviction. He was, in the discharge of his duty, often compelled to employ counsel, procure the indictment to be drawn and laid before the grand jury, with the evidence in its support, and, if found, to see that it was properly prosecuted before the jury of trials. The common-law rule is not observed with us. The reason for its adoption does not obtain here. We have public prosecutors in every county. With us, whatever has been committed by the true rule is believed to be that the party may institute a separate proceeding for damages as promptly as he chooses, only he must not bring on the trial in advance of

his public duty. The duty of a private prosecutor was made for his own benefit, and appeared before the grand jury, and secured or failed to secure an indictment. 48 At. Rep. (N. J.) 590.

Inventors.

The doctrine that an inventor is entitled to the beneficial uses of his invention, although not disclosed by him in his patent, cannot be so extended as to constitute an independent invention of which he had no conception. 106 Fed. Rep. 519.

Landlord and Tenant.

When the tenant is in exclusive possession and control of rented premises, the landlord is under no duty of examining the same with a view to ascertaining whether or not repairs are needed, unless requested so to do. 38 S. E. Rep. (Ga.) 204.

Landlord and Tenant.

Where a landlord and tenant having a lease for one year, but three months of which has run, agreed that the tenant should occupy the building at a fixed sum per month so long as he should remain therein, such agreement was valid and binding on the parties, though the rent agreed on was less than the rate fixed in the lease. 35 N. W. Rep. (Mich.) 464.

Mental Incompetence.

Where an action is brought on a book account and the books offered in evidence are shown to have been kept by plaintiff's intestate the defendant may show that the mental condition of intestate made him incapable of keeping the books correctly. 38 S. E. Rep. (Va.) 182.

Missionary Societies.

A payment of a bequest by an executor to a missionary society out of funds that have been paid to him as an attorney by a client to be used in completing a purchase of land, but which the attorney misappropriates to cover up his defalcation as executor, does not make the society liable as a trustee or malefactor to such client for the amount received by it from such society, where the society has no such knowledge of the misappropriation and proceeds to expend the money in good faith before it has any notice thereof. 21 Sup. Ct. Rep. 395.

Place of Residence.

A man having a wife and children, with whom he permanently resides in a given county, did not, by not availing himself of another county, renting a furnished house therein and occupying the same with his family during the period covered by the performance of such contract, acquire a domicile in the latter county, where he did not intend to abandon his domicile in the county first referred to, or that he or his family should permanently reside elsewhere, but did intend that his and their way in the county wherein the contract was to be performed should be temporary only and terminate upon the completion thereof. 38 S. E. Rep. (Ga.) 296.

Police Officers.

The carrying of arms in a quiet, peaceable and ordinary manner, but concealed on or about the person, is not either a breach of the peace or wrong in itself. Neither does it or itself tend to a breach of the peace, but it becomes a misdemeanor only because it is prohibited by statute. The statute does not declare it to be a breach of the peace, nor does the statute authorize an arrest without warrant for its infraction. 29 So. Rep. (Fla.) 535.

Police Officers.

Under a statute which declares every cashier of a national bank who embezzles the money of the association guilty of a misdemeanor, a chief of police may not arrest such an embezzling cashier without a warrant, under a law providing that a peace officer may arrest a person for a crime committed or attempted by him, or when a felony has been committed, and he has reasonable cause to believe such person committed it. 69 N. Y. Supp. 268.

Police Officers.

Where a police officer arrested a person for a felony without a warrant and without reasonable cause, he was liable in damages for false imprisonment, though the person arrested was afterwards found guilty of a misdemeanor in carrying concealed weapons at the time of the arrest, the subsequent conviction for the same being a mere assurance of illegality of the arrest on an unfounded charge. 30 N. E. Rep. (N. Y.) 899.

Public Contractors.

A New York statute provides that there shall not be used on any municipal work within the state any stone which it is necessary to dress or carve for such use, unless the same shall be prepared for use within the boundaries of the state, and there shall be inserted in all contracts hereafter awarded by municipal authorities, requiring the use of dressed or carved stone, a clause to the effect that such stone shall be prepared for use as required by this act. Held, that the statute was unconstitutional, as depriving municipalities and those contracting therewith of the right to freely contract. 30 N. E. Rep. 775.

Railroad Companies.

Under a Michigan act providing for fixing the rate for transportation of passengers by railroads, it is competent for the railroad commissioner, in fixing such rates, to include in the computation the amount of the interstate fares earned by that portion of the road lying within this state. 88 N. W. Rep. 496.

Railroad Companies.

A passenger train made regular stops at all the stations for a distance of fifty-one miles, the last stop being about ten miles from its destination, and in the last ten miles it passed four stations without stopping. Held, that whether or not it last stopped, and as an independent contractor, it became a through train after its last stop, before reaching its destination, was for the jury. 59 N. E. Rep. (Ill.) 950.

Railroad Companies.

Reduced rates given for the transportation of freight by a carrier, in consideration to support a special contract, exempting the carrier from liability for loss or damage by fire not caused by the carrier's negligence. 29 So. Rep. (Ala.) 602.

ENLISTING IN THE NAVY

Engineer Casey's Recruiting Station is a Busy Place These Days.

MANY YOUNG MEN WANT TO GO TO SEA

Interesting Scenes in the McCague Block, Where Would-Be Taras Congregate to Present Their Applications.

A dozen or more young men stood busily up and down the corridor on the fifth floor of the McCague block yesterday, affecting the "castle" and trying to keep step to something classical by Chopin which filtered through the silken portieres from an adjoining studio. Some of the more enthusiastic about-to-be mariners jauntily struck a gait betwixt an Atlantic pitch, while the more bashful contented themselves with a Pacific waltz. They were waiting to be examined by Surgeon R. P. Crandall of the naval recruiting detail, which is playing a queer engagement in Omaha. One young man with a natty checked cap strolled through the hall softly humming:

When I was a lad I served a term, As office boy to attorney's firm, I cleaned the windows, scrubbed the floor, And polished up the handle of the big front door.

I polished up the handle so carefully That now I am a ruler in the queen's navy. It was weary waiting, as the surgeon devoted more than an hour to each applicant, and the candidates spent the time casting sheep's glances at the young women who passed to be examined by Surgeon R. P. Crandall of the naval recruiting detail, which is playing a queer engagement in Omaha. One young man with a natty checked cap strolled through the hall softly humming:

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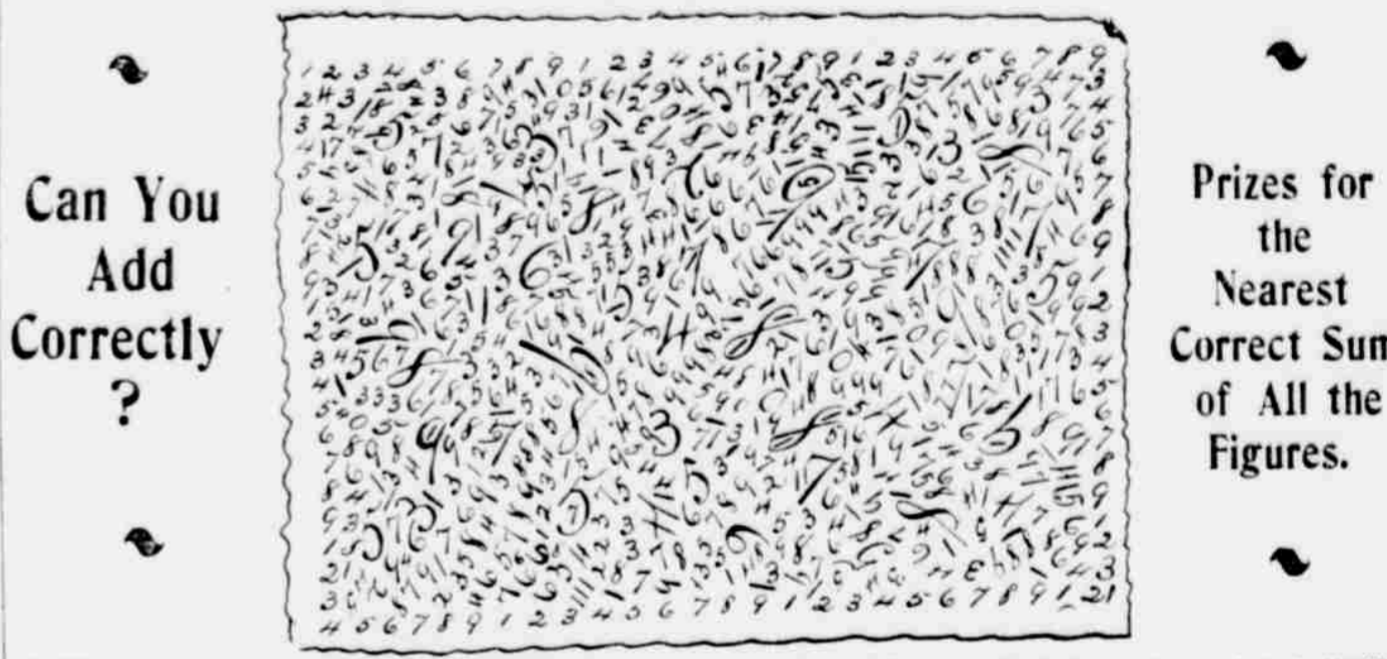
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THE FIGURE PUZZLE

\$1,500 in Prizes and a Bull Pup Are You Good at Adding? Get the Correct Sum of the Figures.



CONDITIONS THE PRIZES

Every subscriber, new or old, will be entitled to one guess with every fifteen cents paid on subscription account. The more guesses you turn in the better your chances of winning.

You can guess as many times as you wish. The subscription price of the Daily (Morning or Evening) and Sunday Bee is 15 cents a week by carrier, or \$2.00 for three months by mail.

No one connected with The Bee, directly or indirectly, will be allowed to enter this contest.

Pay a 4 Weeks' Subscription and get 4 guesses. A 3 Months' Subscription and get 13 guesses. A Year's Subscription and get 52 guesses.

We Guarantee That Everyone Sending Us the Correct Sum Will Get a Prize. Total \$1,500 and a Bull Pup. There is no trick about the puzzle. It is absolutely a matter of skill and ingenuity. This Contest Closes at 5 p. m., Wednesday, May 29. The correct sum and list of prize winners will be published in The Sunday Bee, June 2.

USE THIS BLANK IN ALL CASES. The Bee Publishing Co., Omaha, Neb. Date Received Time Enclosed find \$ to apply on my subscription account. Name Street and No. Postoffice State Are you taking The Bee now? If not, when do you want it started?

Address All Answers to PUZZLE DEPT., THE OMAHA BEE, OMAHA, NEB.

Lighting the Home. Electricity is becoming rapidly domesticated, especially as the illuminating medium of private houses, where a few seasons ago it had, white light was unwelcome and avoided. Now the manufacturers of electric lamps, sconces, drop lights, etc., have discovered, or invented, means by which the glare of the incandescent lamp can be tempered to a wax light softness and have set artists to work to design lamps and burners that will decorate and not, as was formerly the case, disgrace beautiful rooms. To the manufacture of what is called muffled glass is due this vast improvement in the methods of lighting by electricity. This material is so treated in its manufacture that, though clear enough to allow the escape of light sufficient for the sustaining of a domestic need, it nevertheless so clouds the incandescent burner's intense brilliancy that the most sensitive eyes are not strained by it. Muffled glass is toned with every color, can be bought in the most lovely opalescent tints, in the soft gray green of ancient vitreous glass, or it will show the strange glint and sheen of mica. In muffled glass there are now special qualities made for table lights, for drawing room lamps, hall lanterns, conservatory sconces, ball room chandeliers and, least and not least, for student and nursery lights. All these articles of glass are scientifically prepared and tested for the special uses to which they are to be devoted. Glass of different degrees of weight and thickness must be bought for rooms of different sizes, and for writers' lamps the glass can

Novel Effects of Muffled Glass and Electricity. Carter's Little Liver Pills. Genuine. Must Bear Signature of Dr. J. C. Carter. See Fac-Simile Wrapper Below. Very small and so easy to take as sugar. CARTER'S LITTLE LIVER PILLS. FOR HEADACHE, FOR DIZZINESS, FOR BILIOUSNESS, FOR TORPID LIVER, FOR CONSTIPATION, FOR SALLOW SKIN, FOR THE COMPLEXION. PURELY VEGETABLE. CURE SICK HEADACHE. FREE MEDICAL ADVICE. Write us for the only safe and sure method of curing all chronic diseases. Dr. J. C. Carter is the only perfect system restorer. Free samples and books. Dr. J. C. Carter, Saratoga, N. Y.