"RLACK" PROPHE

any man who does not change his

HAT, SHIRT, UNDERWEAR, BELT, SOX, SUSPENDERS AND TIE

on that glorious day, the Fourth of July-it's a cinch that sooner or later he's got to die.

Still Selling Genuine Panamas for \$2.50

BLACK

107 South Sixteenth Street, Omaha.

"AS YOU LIKE IT" DOES BETTER

Second Open Air Performance Proves

More Successful Than the

First.

The second performance of "As You Like

It" in Hanscom park last night was as de-

lightful as could be imagined. An audience

larger if anything than that of the first

night was lured to the beautiful natural

amplitheater in the south end of the park

and thoroughly enjoyed the piece, which

was given under the direction of Miss Lil-

lian Fitch by amateurs of her dramatic

delicate color and form, accompanied by

charming novelty that made every auditor

Viewed in the light that the actors only

w and then don the masks and invoke the

quite remarkable. Several in the cast,

characters, are worthy of more than pass-

Rosalind of Miss Fanny Jayne Dietrich,

who in many ways recalls Henrietta Cros-

man. Her elocution and the easy assump-

admirable. George B. Phelps' Orlando is

one commanding study, forcing a definite

spirit of the determined but unsophisticated

young man upon the mind; strong not so

much in the grace of making love as in characterizing a period in the career of

very resolute nature. The Touchstone of eorge Liggett is one of which a profes-

sional might not be ashamed, although

somewhat marred by defects in phrasing.

Miss Enid Valentine was a sweet and en-

that the author intended. Those who had

nterest in the comedy. Hal Buckingham,

Though he had to read his lines from the

In writing the music for the songs, "Un-

der the Greenwood Tree," and "It Was a

Lover and His Lass," Mr. Thomas J. Kelly

accomplished something very satisfactory,

his labor resulting in two little gems of

song exquisitely appropriate. Sung by Mr.

Jessen, the composer's own pupil, the ren-

dition probably was quite as the latter

The Duke Mr. J. Thomas Stringer
Duke Frederick Mr. Jerome Latsch
Amiens Mr. Hans C. Jessen
Jaques Mr. O'Donnell
Le Beau Mr. Stuart Hunter

Miss Hazel Claire Ero Assisted by

Miss Laura Congdon as Hymen; at-tended by Miss Nathalie Merriam.

Miss Mary McShane, Miss Edith Thomas, Miss Edith Dumont, Miss Elizabeth Field, Miss Mildred Lo-max, Miss Edna Keeline, Miss Bess Hafer, Miss Marion Connell, Miss Bessie Brady.

Man Thought to Be of Bellevue

Family Loses Life Near

Stoux City.

Information was received at the police

station Friday morning to the effect that

Tom McCarty, believed to be one of the

McCarty brothers of Bellevue, was killed

by a railroad train Thursday night at

said to have been beating his way on a

box car. Jesse McCarty has gone to Sloux

City to identify, if possible, his brother.

cuts, burns, sores. 35c.

want ad page.

Fatalities Prevented.

After an accident, use Bucklen's Arnica

Mr. Arthur Kennedy

gaging Cella, quite the compani

scarcely mar the presentation.

Following was the cast;

William
Touchstone.
Dennis.
Sylvius.

Specially pleasing was the

work at last was done.

OUR LETTER BOX

OMAHA, June 30 .- To the Editor of The Bee: A letter appearing in a local paper "Are We Military Mad?" Impels me to comment contrarily to the writer of this article signed "Observer."

I had a boy among the campers, one of the youngest of the camp, and I am proud to think that he had grit enough to carry out the requirements and discipline only found in military camps. It takes more than a baby boy (at least in spirit) to sleep on the ground and rough it. I find that to nstill a little militarism in a boy is for his and his country's good. We can recall the utility of military training in our own Thurston Rifles at our late war, I have heard foreign people visiting here laud the military conduct of these same citizen sol-

A little rough fun is likely to be the consequence of boys breathing the pure ozone of the open, but the home influence in wellbrought-up children should be enough to prevent the swaying of their minds in any indesirable direction. That no undue exitement was noticeable when one of the boys was hurt during some of the camp sport is still more creditable to the lads. I should say. The excitable class are generally the ones that cause the damage at vital ments; ready to harshly criticise when after calm thought they might have seen the intent of the officers of the camp, i. e., make self-reliant, well mentally controlled and manly boys. I am sure that my son has returned to his home as pure as when he left it, even if the dean does A FATHER.

FUNERAL OF MRS. STODDARD Impressive Services Conducted by Rev. John Williams of St.

Barnabas Church

In view of the tragic manner in which Mrs. Dorothy Stoddard met death Wednesday evening the funeral service held Friday afternoon was particularly impressive Rev. John Williams, rector of the St. Barnabas church, read the Episcopal service, the full choir of the church tenderly in voked the blessing of heaven in song, after which the following friends of the Stoddard family bore the body to the funeral E. M. Martin, Milton Darling, J. R. Ringwalt, C. W. Partridge, Warren Switzler and Barton Millard. The interment was at Prespect Hill cemetery. The out-oftown relatives attending the funeral were: Mrs. C. W. Cully of Chicago, mother of Mrs. Stoddard, and Mrs. Ernest McCord of Keosauqua, Ia., stepdaughter of the dead

Among the many beautiful floral tributes sent were one from the officers of the National Biscuit company, of which Mr. Stoddard is local manager, and another from the employes of the local factory. Mrs. Stoddard was killed by falling from

a buggy near Twenty-second and Howard

streets. The musical part of the funeral service was: Processional, "O Paradise;" "Jesus, Lover of My Soul;" Dei Profundi, Psalm 130, Recessional, "There is a Blessed

ONLY TWENTY NEW SOLDIERS

Small Number of Applicants in June Prove Fit for Army Service.

The officers at the recruiting station are summarizing the work of their department for the month. They find that, although they have had many applications for enlistment, the material has been unusually poor. Out of about 150 applicants only twenty have been admitted to the service, as compared with fifty last month. Out of sixty who passed the moral standards required eight only were retained by the examining physicians as being ablebodied. The thirty regiments of infantry are pretty well recruited up, and for this M'CARTY KILLED BY TRAIN reason the government is much more particular than formerly.

There are still nine regiments doing duty in the Philippine islands. Their work is simple garrison duty, as only in the Island of Mindanuo is there necessity for military rule. The city of Manila has begun to take on a decidedly American appearance. The mineral wealth of the islands is being slightly developed and the military men tre hoping for the discovery of large bodies of coal, which they say would be worth or more than the richest gold mines.

A LOVELY COMPLEXION

New York Lady Proves That Every Woman May Have It By

JSING CUTICURA SOAP

Mrs. R. Reichenberg, wife of the well-known jeweller of 146 Fulton St., New York, says: "I had a friend who was justly proud of her complexion. When asked what gave her such a brilliant and lovely complexion, she replied, 'A healthy woman can be sure a fine skin if she will do as I do, use plenty of Cuticura Soap and water.' She insisted that I follow her example, which I did with speedy con-I find that Cuticura Soap keeps the skin soft, white, and clear, and prevents reduces and roughness."

Omaha to Have a Celebration Along Sane and Rational Lines.

MAYOR MOORES ISSUES A PROCLAMATION

Ordinance Prohibiting Sale and Use of Dangerous Explosives and the Like Will Be Strictly Enforced.

Omaha is booked for a safe and sane celebration of the Glorious Fourth if there is any virtue in an ordinance prohibiting the sale of dangerous explosives and noisemaking devices, supported by a proclama tion of the mayor, calling attention to its provisions, and directing the chief of police to see that it is properly enforced. People who were in Omaha last year, when the diabolical contraptions for making a noise reached the zenith of infernal efficiency and persistent application, will well recall the din and strife that resounded through the city from early on the evening of the 3d to late on the morning of the 5th. One of the favorite methods was to place blank cartridges by the hundreds along the street railway ralls, to be expleded by the passing trolley cars. This makes a racket that is only approached by the use of a machine gun. Then the continual fusillade of the double-acting pistols in the hands of men and boys, reinforced by the toy cannon made to shoot 10-gauge shells, with the occasional intervention of the shotgun and the roar of the giant dynamite cracker, with the continual popping of the pesky torpedoes, kept the city in a state of uproar compared to which the bombardment of Port Arthur was just a prelude. If the authorities can prevent it, the stranger within Omaha's gates on Tuesday next will have no occasion to fear for his life, for the day will be one of comparative quiet.

Mayor Moores' Proclamation. Here is the proclamation issued by the nayor yesterday afternoon:

The following ordinance regulating the sale and use of firearms, firecrackers and other explosives in the city of Omaha was passed by the city council on March 14, 1966, and became a law on March 16, 1966.

"Be it ordained by the city council of the city of Omaha; "Section 1-It shall be unlawful (except as the same may be necessary for the pub-lic or individual defense and safety, the school. Beneath the oaks and elms, backed as the same may be necessary for the public or individual defense and safety, the carrying on of any business, presentation of any play, theatrical, or stage performance, or public spectacle, or exhibition, duly authorized or licensed by the mayor; for any person, persons, co-partnership, or corporation, to hurn, explode or fire off, within the city of Omaha, any firecracker having a length of more than three inches or a diameter of more than one-half of an inch, or to burn, explode or fire off any torpedo having a diameter or length of more than one inch, or to fire off or explode any pistol, gun, cannon or riffe, or toy pistol, gun, cannon or riffe, excepting only such as are designed to fire flat paper caps. Any person, persons, co-partnership or corporation violating any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not less than \$1 nor more than \$25.

"Section 2—It is hereby declared unlawful for any person, persons, co-partnership or corporation visual offer for any or expose. by scenery of shrubs, grasses and vines that no artist could ever hope to equal in the goodnight songs of the birds and with the fireflys darting in and out, Shakespear's odd tangle of love, misfortune and tempestuous youth had an investure of linger in his seat when Hymen's triumphal aid of dramatic fire the performance was particularly those who bespoke the leading

"Section 2—It is hereby declared unlawful for any person, persons, co-partnership or corporation to sell, offer for sale or expose for sale within the limits of the city of Omaha (excepting at wholesale for out-of-town trade) any firecrackers having a length of more than one-half of an inch, or any torpedoes having a diameter or length of more than one-half of an inch, or any torpedoes having a diameter or length of more than one inch, or any toy pistol, toy cannon, toy gun or toy rife designed for firing metal cartridges or powder. Any person, persons, co-partnership or corporation violating the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not less than \$25 nor more than \$20 or be imprisoned not less than ten days nor more than thirty days for each and every offense.

"Section 4—It shall be unlawful for any toy for each and every offense."

"Section 4—It shall be unlawful for any toy pistol, toy cannon, toy gun or toy rife designed for firing metal cartridges or powder. Any person, persons, co-partnership or corporation violating the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not less than \$25 nor more than \$20 or be imprisoned not less than ten days nor more than thirty days for each and every offense.

"Section 4—It shall be unlawful for any toy pistol. Contract will be enforced unless it appears that it contemplates the use of unlawful or improper means, or that such means were employed in pursuance thereof to attain the object for which the contract was made.

2. While public policy forbids the enforcement of an illegal or immoral contract, it is equally insistent on the enforcement of contracts which are lawful and contract, it is equally insistent on the enforcement of contracts which are lawful and contract, it is equally insistent on the enforcement of contracts which are lawful and contract provides for a contingent provides for a contingent provides for tion of light-hearted, buoyant comedy are

"Section 4-It shall be unlawful for any the more alluring and spirited Rosalind person, persons, co-partnership or corpora-tion to set or place any torpedees, caps or explosives of any kind whatsoever upon the rail or track of any steam railway or the minor parts were not without talent explosives of any steam railway the rail or track of any steam railway street car company. Any person violatic street car company of this section sh ore than sufficient to sustain the pitch of any of the provisions of this section shall be deemed guilty of a misdemennor and upon conviction thereof shall be fined in a sum not less than \$10 nor more than \$25. "Section 5—This ordinance shall take ef-fect and be in force from and after its naving been called away, Mr. O'Donnell was forced into the breach at short notice. book he did so cleverly and so as to fect

Will Be Rigidly Enforced.

The attention of the citizens of Omaha is alled to the above ordinance, with the in-properties of the citizens of Omaha is properties.

forced.

Every year our papers on July 5 are filled with accounts of lives lost, men and children maimed for life by explosions from fireworks, blank cartridges, toy pistols and other dangerous explosives. Let us make the year 1955 an exception so far as Omaha is concerned.

wished; certainly highly agreeable to the audience. Not a little of the enjoyment of the event was lent by the piaying of Miss Allen's string orchestra of thirty pieces.

The play was given under the auspices of the Woman's club for the benefit of the public playgrounds.

Following was the cast;

Special attention is called to section 4 of this ordinance, as to the placing upon the car tracks of any street railway within the city limits any torpedoes, caps, bombs or explosives of any kind.

All bonfires upon any of the streets, allevs or parks in city limits is hereby prohibited.

levs or parks in city limits is hereby prohibited.

The sale or gift of toy pistols or metal
caps to children is prohibited and parents
are especially requested to protect their
children against the danger resulting from
the use of such toy pistols, percussion caps
and other dangerous explosives.

The police are hereby ordered to be vigilant and exercise discreet authority in the
enforcement of the restrictions of this proclamation.

FRANK E. MOORES.
Mayor.

Mr. Arthur Kennedy
rd. Mr. Stanley Rosewater
Lord. Mr. Harry Montgomery
Mr. Redick
Mr. John Redick
Mr. Max Rehfeld
le Bols. Mr. Carl Weston
Mr. George B. Phelps
Mr. Fred Eckstrom
Mr. Eugene Stringer
Mr. Jerome Latsch
ne. Mr. George Liggett
Mr. Graydon Fox
Mr. Arthur Kennedy Insuring Against Twins, An English gentleman of limited means had married recently into a very prolific family. There was prospect of an addi-

tion to his household. "Twins," reflected the gentleman, "are much more expensive to support than one child." And he sent his broker to one of Lloyd's underwriters. The underwriter set an actuary to look over vital statistics and

SAFE AND NOISELESS FOURTH sum, I think, of 25 guineas, he insured the

> This somewhat threadbare tale shows fairly both sides of the game of insurance. The evident side is chance. The underwriter invited a loss of £973 15s, for which

presented her impecunious husband, with one fine son. The underwriter, deducting, say, £2 as the value of his time and his actuary's, set down a net profit of £245s, for which he had advanced nothing-but the risk, science.-Leslie's Monthly.

13574. State Electro Medical Institute against Platner. Error from Douglas. Re-versed and remanded. Sedgwick, J. Barnes,

ror from Hoit. Reversed and dismissed. Ames. C. Division No. 1.

1. Railway companies, in the absence of statutory provisions limiting and restricting their powers, are vested with a very broad discretion in the matter of locating, constructing and operating their railways, and in locating, maintaining and discontinuing their freight and passenger stations, and with the exercise of such discretion the courts will not interfere except in cases of its abuse.

2. It is not an abuse of discretion for a railway company to discontinue, under the circumstances of this case, the employment of a station agent at a country place nearly equally distant, and not more than five to seven miles, from three thriving villages where regular railway service is maintained and where are carried on the mercantile, mechanical and professional businesses usually found in such towns.

1880. Stroemer against VanOrsdel. Error 13800. Stroemer against VanOrsdel. Error from Gage. Affirmed. Albert, C. Division

No. 2

1. A contract between an attorney and client for services to be rendered by the former is not necessarily invalid because a part of the services to be rendered is the procurement of legislative action, nor because such contract provides for a contingent fee. Richardson v. Scott's Bluff Co., No. 100 modified.

law presumes a continuation of his original

is not conclusive.

andlord is conclusive against him and he cannot impose new terms upon the tenant without his consent.

4. The instructions given by the court in this case examined and held not to conform to the issues and erroneous.

13802. Hair against Davenport. Appeal

after the purchase.

2. A person cannot at the same time have two homesteads nor can he have two places either of which at his election he may claim as his homestead.

3. The head of a family who has a homestead cannot acquire a second homestead.

Olvision No. 2.

One testifying as an expert on a subject requiring special knowledge and skill, in the absence of a special contract, is entitled only to the statutory fee.

1883. West against Lungren. Error, Antelope. Affirmed. Oldhan, C. Division No. 1.

presumed, when a tenant remains in pos-session after the expiration of his term, and his tenancy is recognized by the land-lord. Critchfield against Remaley, 21 Ne-braska, 178, followed and approved. 2 This rule is, however, only a rule of presumption, and the presumption is re-butted by proof of a different agreement, or of facts inconsistent with the presump-

he would have nothing to show. The other

SUPREME COURT SYLLABI

versed and remanded. Sedgwick, J. Barnes, J., dissenting.

The contracts of a corporation to furnish the services of qualified and licensed physicians, members of the corporation or its agents, for an agreed compensation are not prohibited by the statute nor against public policy and the corporation may recover in its corporate name for services of duly qualified and licensed physicians furnished pursuant to such contracts.

duly qualified and licensed physicians furnished pursuant to such contracts.

13744. Bankers Union of the World against Mixon. Error from Douglas. Reversed and remanded. Sedgwick, J.

1. An untrue representation in an application for insurance will not vitiate the policy unless it is of such a nature that it might have been an inducement to issue the policy. If it appears from the whole record that the representation could not have been relied upon by the insurer it will be disregarded.

2. It is competent for the insured to waive all claim under the policy in case of death resulting from smallpox and to make such waiver binding upon the beneficiary under the policy by apt words for that purpose expressed in the application.

13714. Farley against McBride. Error from Cass. Affirmed. Letton, C. Division No. 1.

1. In the manner in which a public official of the supplication of the contraction of the supplication.

from Cass. Affirmed. Letton, C. Division No. 1,

1. In the manner in which a public officer conducted the duties of his office is a fair subject for comment by the press when he is a candidate for re-election and a newspaper is justified in calling the attention of the public to illegal charges made by him as a reason why he should not again be chosen.

2. Where a newspaper states in substance that the sheriff of the county who is a candidate for re-election had obtained from the county a certain sum of money upon a false and "imaginary" account for expense which he had never incurred this is a charge of moral turpitude and dishonesty, and if false, is libelous per se.

18781. Chicago and Northwestern Railway Company against State ex rel. Carr. Error from Holt. Reversed and dismissed. Ames. C. Division No. 1.

1. Railway companies, in the absence of

tenancy for another like term, but this pre-

2. To sustain an action for the use and occupation of real estate the relation of landlord and tenant must exist between the parties by agreement, either express or im-

the landlord has the option to treat him as a trespasser or as a tenant for a new term, and the exercise of that right by the landlord is conclusive against him and he

13802 Hair against Davenport. Appeal from Colfax. Reversed and remanded. Duffie, C. Division No. 2.

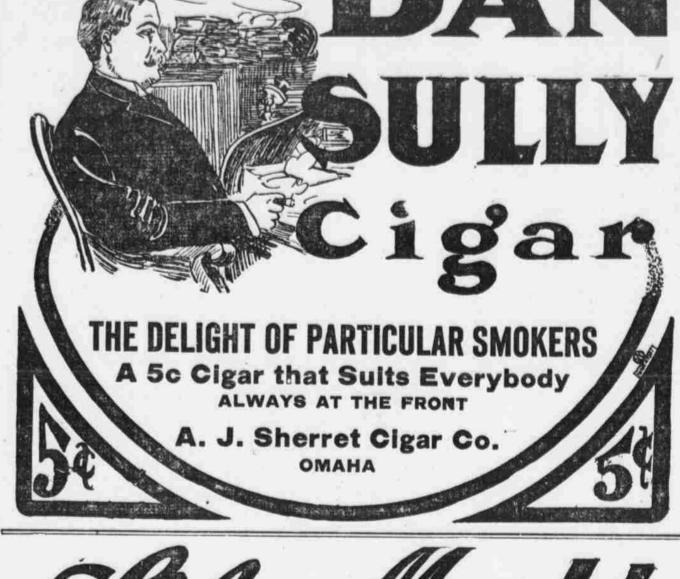
1. One who purchases land with the bona nde intention of making it his home and who clearly manifests that intention so that those dealing with it or with him relating to it are put upon notice, may thus impress it with a homestead character, although because of some intervening obstruction he does not take immediate actual possession thereof if he occupies it with his family within a reasonable time after the purchase.

3. The head of a family who has a home-stead cannot acquire a second homestead until the first has been abandoned or con-veyed or contracted to be conveyed by an instrument which our statute recognizes as legal and valid for that purpose. 13827. City of Omaha against Lewis. Error from Douglas Affirmed. Jackson, C. Division No. 2. The evidence examined and held suffi-cient to justify the submission of the case to the jury.

jury, Main against Sherman county, Sherman Affirmed. Albert C.

No. 1.

1 A tenancy from year to year will be
1 A tenancy a tenant remains in pos



Gives strength to the weak-energy to the exhausted. Supplies nourishment to nerves and blood.

At All Druggists

For the well to keep well-for the convalescent to get well—quick.



tion. Montgomery against Willis, 45 Nebraska, 45, followed and approved.

13840. Johnson against Hayward. Appear from Howard county. Affirmed. Albert, C., Division No. 2.

1 A contract whereby one person employs an agent to negotiate for the purchase of real estate is not a contract for the creation of an estate or interest in land, or trust or power over or concerning lands, etc., within the meaning of the statute of frauds.

2. Where one employed to act as the agent for another in the purchase of real estate becomes the purchaser himself, he will be considered in equity as holding the property in trust for his principal, although he purchased with his own money, subject to reimbursement for his proper expenditure in that behalf.

3. The maxim "Prior in teme, prior in right," applied in a contest between rival claimants under equitable titles to real estate.

4. Evidence examined and held sufficient

Evidence examined and held sufficient sustain the findings and decree

to sustain the indings and decree of the trial court.

13842. Ford against Axelson. Appeal from Gosper county. Reversed and remanded, with instructions. Ames. C. Division No. I.

1. If a granter rof quit claim obtains an instrument that evidences and fortifies the very estate or interest which his deed purports and was intended and effectual to convey, such instrument inures to the benconvey, such instrument inures to the ben-efit of his grantee.

2. "A purchaser with notice from a prior

2. "A purchaser with notice from a prior purchaser who was entitled to protection as a bona fide purchaser without notice, is himself entitled to protection against the previous equitable claim which was invalid as against his grantor. 'Lake, C. J. in Garland against Wells, 15 Neb., 298. 13845. Anthes against Schroeder. Appeal from Clay county. Affirmed. Albert, C. Division No. 2.

1. The mere fact that a creditor has been persistent and determined in his efforts to persistent and determined in his efforts to collect his debt, and has resorted to un-necessarily expensive and vexatious means to that end, affords no just ground for de-nying him equitable relief in the enforce-ment of his debt.

ment of his debt.

2. Where one by his conduct induces another to act on the supposition that certain conditions exist, he will not be heard to deny the existence of such conditions where the other would be prejudiced by such deals!

3. Ordinarily a junior mortgage is not entitled to be subrogated to a lien which did not exist when his mortgage was taken.
4. Evidence examined and held to show sufficiently that the lien to which plaintiff

seek to be subrogated existed at the time his mortgage was taken.

5. The facts disclosed by the record held insufficient to show that the plaintiff has been guilty of such laches as to deprive been guilty of such laches as to deprive bona fide, the essential elements of the bona fide, the restant of which the research nsufficient to show that the plaintiff has been guilty of such laches as to deprive aim of his right to be subrogated to a su-

1. An owner of lands must so use his own property as not unnecessarily and negligently to injure his neighbor. Every proprietor may lawfully improve his prop-erty by doing what is reasonably necessary for this purpose and unless guilty of some act of negligence in the manner of its exe-cution will not be answerable to an ac-

act of negligence in the manner of its execution will not be answerable to an adjoining proprietor, glthough he may thereby
cause surface water to flow on the premless of the latter to his damage.

2. An owner of land has the right in the
interest of good husbandry to drain ponds
or basins thereon of a temporary character, and which have no natural outlet
or course of flow by discharging the
waters thereof by means of an artificial
channel into a natural surface water drain waters thereof by means of an arthural channel into a natural surface water drain on his own property, and through such channel into a natural surface water drain on his own property, and through such drain over the land of another proprietor in the general course of drainage in that locality even though the flow in such natural darin is thereby increased over the lower estate, and provided that this is done in a reasonable and careful manner and without negligence. Davis v. Londgreen, 8 Neb., 43. distinguished. green, 8 Neb., 43, distinguished. 13847. Burleigh against Palmer. Error from Saline. Affirmed. Duffle, C. Division

No. 2.

1. An attorney has a lien for his compensation for professional services and for its disbursements, upon moneya received by him on his client's behalf in the course of his employment, and this right of lien a not affected by the fact that the client as an executor or trustee and the services were rendered and money received on behalf of the estate.

2. Where an attorney has filed a lien for

half of the estate.

2 Where an attorney has filed a lien for professional services rendered in the case and his client agrees to pay a certain amount in consideration of the release of the lien and suit is brought upon such agreement the question of the services. the nen and suit is brought upon such agreement, the question of the amount of services performed by the attorney or the terms of the original employment are immaterial and evidence respecting these matters was properly rejected by the court. 1348. Palmer against Sawyer. Appeal from Saline. Affirmed. Oldham, C. Diviston No. 1. 1. In its inception, a homestead is a parcel of land on which the family resides, and

bona fide, the essential elements of the homestead right exist, of which the persons entitled to it can not be divested by acts or influences beyond their volition. Galla-gher against Smiley, 28 Neb., 189, followed and approved.

2 A debtor who has acquired a home

gher against Smiley, 28 Neb., 189, followed and approved.

2 A debtor who has acquired a homestead does not lose his right to the exemption, where he continues to occupy the property as a home, though by reason of death and the removal of his family, he has no one living with him

13850. Hiett against Hiett. Appeal from Valley county. Affirmed. Ames, C., Division No. 1.

A contract between husband and wife made after and in consequence of severance of the marital relation and permanent separation, and providing for a division of property and containing mutual releases of rights and obligations relative thereto, will be respected by the courts as presumably fair and valid and a just and equitable adjustment of the matters of which it treats. But the courts will scrutinize such transactions closely without too much regard for formal rules of pleading and procedure and see to it that no unconscionable advantage is taken through fraud or intimidation or even by reason of ignorance, passion or inprovicence.

13779. Durkee against Koehler, revived in the names of Ostheimer et al., as Adms, Error, Hall. Reversed and remanded with directions. Duffe, C. Division No. 2.

1. Section 4 of the act relating to mechanics and laborer's liens contemplates a judgment in an action brought thereunder giving the piantiff the benefit of his lien and a sale of the property therefor.

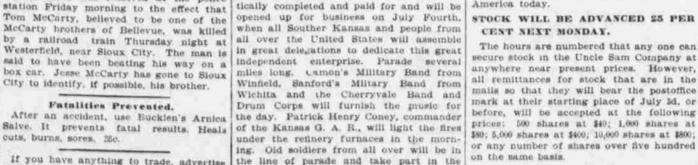
2. Where the holder of a mechanic's lien commences an action in equity to foreclose the same, or where he is made defendant in a chancery proceeding involving the property against which he holds such lieft and his lien is foreclosed in such action, he is entitled to a deficiency judgment against the party liable for the debt, where a sale of the property does not satisfy the amount of his claim if his petition or cross bill asks such relief. Commercial National band of Omaha against Grant, Nebraska, 163 N. W., 68

3. In such case the application for a deficiency judgment should be made within the tilm that the statute would bar an

103 N. W., 68 3. In such case the application for a deficiency judgment should be made within the time that the statute would bar an action on the note or account which the lien is based, counting from the date of confirmation of the sale of the property.

Bee Want Ads Produce Results

HIS STOCK ADVANCES 25 Per Cent JULY



If you have anything to trade, advertise it in the For Exchange column of The Bee ceremony Several nearby army posts will be out in force. Kansas is doing Sold Liquor Without License. Deputy United States Marshal Homan returned from Garrison, Butler county, Friday, having been after William Kennedy, a salconist, charged with selling liquor without first securing a government license Kennedy was taken to Lincoln and arraigned before United States Commissioner C. C. Marley. He was bound over to the federal grand jury in the sum of \$50. Bids for County Printing At the meeting of the Board of County Commissioners Friday morning bids for doing the county printing of legals, delinquent tax notices, commissioners proceedings and treasurers statement were received from The Bee and the World-Herald. The bids differed in price on some items and were referred to the committee of the whole for tabulation. Action will be taken some day next week.

The Uncle Sam Refinery Company now has a quarter million dollar refinery prac- is the greatest investment offered in America today.

> The hours are numbered that any one can secure stock in the Uncle Sam Company at anywhere near present prices. However, all remittances for stock that are in the mails so that they will bear the postoffice mark at their starting place of July 3d, or before, will be accepted at the following prices: 500 shares at \$40; 1,000 shares at

INSTALLMENT OFFER GIVES EVERY

million dollar refinery practically completed and paid for and will be refining oil in less than five days. Has thousands of barrels of oil in storage and upward of thirty miles of lateral pipe lines connecting three-fourths of the Cherryvale field. Is completing more lines. Has the franchise for a pipe line 172 miles long clear through to the water's front at Kansas City and has a fifty-seven acre site for refinery number two on the banks of the navigable waters. Has fifty-five miles of pipe line now on the roads. Thirty-four miles of this order is now delivered at Piqua, Neosho Falis and Cherryvale and is paid for. At least ten thousand acres of additional oil lands will be secured and the Kansas City pipe line will be completed and another refinery built. Authorized capitalization of the company is ten million dollars. The assets back of the company, as stated above, on a conservative basis, exclusive of cash in the treasury and over ninety thousand (\$90,000) dollars that is subscribed on gilt-edge installment contracts which will all be paid in during the next four months, making all together close to six hundred thousand (\$60,000) dollars of will be out in force. Kansas is doing things, you know. She started a fight on oppression and wrong in the '60s and she is still in the fight for justice, and the opening of The Uncle Sam Refinery under these circumstances is a guarantee to every investor in the United States that their property will be protected. The Uncle Sam Sam Company now has over twelve hundred Kansas stockholders and in addition to this there are over fifteen hundred more scattered all over the United States and into Canada and Mexico. The stock at the present prices is in great demand. Remittances are running as high as four thousand dollars in a single day. The company has been crowding development from the word go and is selling the stock of the company at a price now that is a great

can bank on the proposition being pushed in good faith to grand success. This announcement will appear prominently in fifty-two of the leading papers of the United States. Will be read by over ten million people. Decide for yourself whether now is the time to telegraph your order.

BETTER TELEGRAPH YOUR ORDERS AND HAVE COMPANY SIGHT DRAFT YOU WITH STOCK ATTACHED.

There will be lots of investors who will conclude to buy this stock at the last minute or they may not see the advertisement until late. To these people we would advise them to telegraph the secretary to send stock with sight draft attached and the company will honor all orders on such telegrams that bear a date on or before or up to the hour of midnight Monday night, July 3. But put one thing down in your hat good and strong—this stock goes up 25 per cent after midnight July 2. References: The Montgomery County National Bank, the Cherryvale State Bank, the People's National Bank, all of Cherryvale. Company is running drills and bringing in additional producing wells weekly. Company has room on undeveloped oil lands for over sig thousand (6,699) oil and gas wells. Full page announcements have appeared in the leading papers of the union during the past three months explaining the company more fully. You can write or wire for more full particulars, but remember the day and hour when the stock advances and set your order in just as quick as you can. Buy your stock and come and ceiebrate on the Fourth. Make checks and drafts or mony orders to THE UNCLE. drafts or mony orders to THE UNCLI SAM COMPANY, or H. H. TUCKER, Jr.

H. H. TUCKER, JR., SECRETARY, Cherryvale, Kan.



