

Numerous railroads are being built in Kansas this season on paper. The trouble with Red Cloud is we have had too many built on paper and not enough on terra firma.

Ex-Civil Service Commissioner Edgerton, is a hard hitter, and gives Grover Cleveland a few pointers that will be apt to stick in that gentleman's craw for some time to come.

Mr. Keiper told the house that the legislature would go down to history as the most extravagant that ever assembled in the state. There is more truth than poetry in Mr. Keiper's prediction.—Bee.

The pilgrimage to the "City of magnificent distances" has begun and by the night of the 31 of March Washington City will have the largest crowd of people to witness the annual proceedings that ever assembled in its history.

The people of the state should all unite in requesting the legislative council at Lincoln to disband, go home and leave the peoples' money that they are so flagrantly spending in various ways to have a good time. There have been enough foolish bills introduced to cover a two acre field.

Our old friend Clough, of the Sabbath, (Kan.) Republican has been sued by an ex-devil who he has fed and nursed for a number of years, for \$1,600 which he claims is due him. The young man evidently thinks that an editor's pocketbook is made up of gold nuggets. Frank is a stayer and will be with him when he gets it, we will venture.

If the interests of Red Cloud are properly looked after during the coming year there will be a decided growth in population and business. The manufacturing interests should be looked after, railroads should be secured, emigration should be watched. All attempts to create dissension among the people should be spurned. Legitimate enterprises should be fostered, while those of a questionable character should be ousted.

The bucolic rooster who runs the "big 8" wind mill does not know that it is the duty of the commissioner of public lands and buildings to look after the interests of the state in the matter of appropriations for public buildings. Their recommendations should be sufficient without four or five visits from as many committees from each branch of the legislature at a large expense to the state only to arrive at the same conclusions. There is no sense to such extravagance on the part of the legislature.

Another wedding of note is said to be on the tapis. Wonder if the "great unbidden" will be there?—Chief.

Now what do you mean by that snigma, Bro. Hoamer. We have been to no wedding without an invite, but we do like sake.—Halmet.

Correct you are Bro. Plumb, but there are those who are not troubled with the same degree of modesty that pervades your makeup, who go to such places "unbidden and alone," and "take in" the cake that you go hungry for, and still try to maintain the dignity of the octagon outfit.

The invitation which our government issued some time ago for a conference of American nations to be held at Washington, is receiving a generous response. Several of the invited nations have expressed their intention of being represented, and it is more than likely that all of them will accept the invitation. In view of the complications likely to arise between the United States and the great powers of Europe which have financial or political interests on the American continent, it is high time that a policy be outlined for the attitude of the American republics with respect to the Monroe doctrine. There are, moreover, questions referring to commerce and to more intimate relations between the people of the western world to be discussed. For the day is not far distant when the railroad will level political barriers and knit the different nations and republics on the American continent into the closest intimacy.—Bee.

Mr. John Pacey and family departed for Benkelman Tuesday morning. Our best wishes go with them. Mr. Dwight Chapin weighs more ounces to the pound than any other man in the county because its a ten pounder. Several members of Frank Smith's family are sick with a fever. A cough is abroad in the land. The school in the Haggauer district is very ably conducted by Miss Curdie Shaver. C. E. White is building an addition to his home. Mr. Moore has taken up his abode at Inavala. We have not ceased to scribble and think the "Big Hatchet" will interfere with us in any way. SCHMEZZ.

RED CLOUD.
Cold out here.
Miss Ella Sleeper of Red Cloud visited with Mr. Herrick this week.
Mr. Ulery will move on Charley Potter's farm this week.
Some unknown person visited Mr. DeHart's, and stole his lines from his harness. He hopes they will not return and get the horses.
Quite a number enjoyed the dance given at Mr. Smith's last Friday evening.

There will be preaching Sunday, the 24th, at the Dunkard school house and the week following.
Etta DeHart visited with her sister Mrs. Calmes last week in Red Cloud.
Mr. Herrick will move on the farm where Mr. Ulery now lives.

MAID.
INDIAN CREEK.
The latest prominent event in this part was the marriage of George Scott to Miss Belle McIntosh. The young couple are both well and favorably known, and have many friends who wish them a long and happy life of wedded bliss.
Ben Reed will soon start for his new home in the west, he has many friends who wish him prosperity.
Miss Downs is doing good work in her school. 25 pupils enrolled last month.
Uncle Tommy Reed talks of moving to Red Cloud in the spring.

Mrs. Lizzie Round has closed a very successful term of school in district 58, and is home visiting.
Clarence Reed was in Cowles several days last week.
Mr. Lee is having a very fine residence built.

INDIAN.
All quiet along the Potomac. Everybody talking about the cold weather.
Mr. Deane is moving to the old Smith farm vacated by Mr. Birchfield.
Mr. G. W. Baker sold fat steers to Guide Rock shippers.
The young people of the neighborhood gathered at the residence of G. W. Baker Saturday evening the 16th, the occasion of the 16th birthday of Misses Clara and Etta Baker. A good time is reported.
Dances at Carpenters Friday evening. Usual program.
Mrs. Frase suffered a severe fright the other day, happening to get to the door she saw her husband hauling her a load of fire wood.

School is suspended for the week on account of sickness of the teacher.
Mr. Fred Mahan visited Sunday with the family of Mr. Deener.
Mr. Andrews has returned to his home in Kookuk county Iowa.

PENNY CREEK.
Weather pleasant.
Times quite lively, two dances a week.
There was a dance at Mr. Slaby's last Tuesday evening, which was a grand success. All seemed to have an enjoyable time.
Mr. Lorrison and F. Sutton will occupy the Day farm.
Wm. Huffman is moving on the Abe Kaley farm, three miles northwest of Red Cloud.
Mr. Rawlinson leaves the Rothrock farm.
Louie Lorrison occupies the farm that Mr. Rawlinson leaves.

The Lorrison claim has been predicted for some time on account of Mr. Galbraith having another addition to his family by the name of Orange Moses.
FARMERS CREEK.
Mr. and Mrs. F. M. DeLong have returned from their visit in Ohio. They visited the soldiers home at Dayton, Ohio. He says they have a nice place and are well provided for.
Grandma Weideman, who has been quite sick for some time, is improving and we are glad to learn.
Mr. Carnahan's children have been very sick with lung fever, but are getting better now.
E. A. Vandyke has rented his farm to Mr. Hastings of Walnut creek. He contemplates moving to Inavala soon as a retired farmer.
W. H. Walters, sold seven hundred head of sheep to C. Hunter last week which he shipped to Chicago.
W. N. Richardson is feeding a large number of cattle on his farm on the creek, under the supervision of Mr. Wilderman who understands feeding as well as any of them. His cattle look well and are doing splendidly.
A dance at W. H. Walters' last Monday night was the social event of the week, with the young people.

Wishing Tax Commissioners success.
COWLES.
G. W. Wells moved his family to Lawrence the first part of this week. We are very sorry to lose them but wish them success in their new home.
Miss Minta Wells will stay here two or three weeks with her sister Mrs. I. H. Cook.

AMERICAN.
Ed. Gilford expects, in the near future, to move his stock of good to south Omaha where he will engage in business.
I. H. Brown contemplates going out of the hotel business soon, owing to Mrs. Brown's poor health.
Lewis Fuller returned last Tuesday from the Franklin Academy.
L. R. Wright, living north of town, is sick.
F. A. Good has moved into the house vacated by Mr. Wells.
This week, I. H. Brown moved his buildings that were east of the hotel, to the west part of town.
Mrs. Fannie Adams, nee Buster, of Franklin, came last Wednesday morning to visit her sisters in Cowles.
James Paden is in the harness and shoe shop with W. Scott.
C. Schenek of Red Cloud was in Cowles last Friday.
E. Gilford is packing his goods for removal to Omaha.
Elmer Peterson, aged 14, son of Mr. and Mrs. John Peterson, of this place, died Feb. 13, after a brief illness. A minister from Red Cloud, preached a very impressive funeral sermon, at the Congregational church, after which his remains were interred in the Cowles cemetery. The bereaved family have the sympathy of the community.
There was no issue of the Cowles Herald last week, the editor being ill, and is not able for work yet.

STILLWATER.
J. N. White made a sale last Monday.
Dick Harber sells his stock Thursday of this week.
Robert Allen moved into his new house this week.
Albert Allen gave a birthday party to quite a number of young friends in this vicinity.
Miss Emma Orr, of Superior, is visiting friends in this vicinity.
A ripple of excitement was caused last week by the report of measles in this neighborhood, but they seem not to be spreading.
The Adventists are holding a four weeks meeting at Scrib's school house.

Webster County Case in the Supreme Court.
ALEXANDER, et al vs GRAVES.
Supreme Court of Neb. Jan. 4, '89.
Chattel Mortgage.—Fictitious Name.
A. purchased certain personal property from B. on time, and, for the purpose of securing the purchase price, executed a chattel mortgage on the property purchased. The purchase was made, and the chattel mortgage executed, under an assumed and fictitious name. The parties to the transaction being unacquainted, the vendor supposed the name given was the true name of the purchaser. The purchaser stated that his residence was in Webster County, which was correct, and the mortgage was duly filed in the proper office in that county. Subsequent to the filing of the mortgage, A. sold the property to J. under his true name, after C. had examined the records for chattel mortgages executed by A., and found none. In an action of replevin by B. against C. for the possession of the mortgaged property, it was held that B. should recover judgment.

Syllabus by the Court.
Error to district court, Webster county; Gealin, Judge.
Action of replevin by Alexander Bros. against Joseph Graves. From a judgment for defendant, plaintiffs bring error.
Kaley Bros. and Batty & Castro, for plaintiffs in error. J. S. Gilham, for defendant in error.
Replevin, C. J. This case was tried upon a stipulation of facts, in connection with the deposition of one witness, and copies of certain notes and a chattel mortgage. The facts, as agreed upon, were substantially that on the 6th day of November, 1885, plaintiffs were engaged in the business of buying and selling horses and mules at Hastings, in this state. That on that day a man came to their barn, and gave his name as Albert McCoy, representing that he resided in, and was engaged in farming, on the N. W. 1 of section 16, township 4, range 10, Webster county, near the town of Cowles. That he desired to purchase a span of horses, and gave plaintiffs the names of two or three parties whom he said knew him, and went with plaintiff to see them, but they were not in their places of business at the time the plaintiffs and purchaser were there. Plaintiffs, finally concluding that it would be safe to sell him the team, closed the contract at \$300.—\$200 of which was represented by a promissory note maturing on the 1st day of March, 1886. The mortgage was given on "one dark iron gray mare, about six years old, about fifteen and a half hands high; one spotted mare about five years old, about 12 hands and a half hands high, bought of Alexander Brothers this day; one bay horse, about five years old, about thirteen hands high; one set of double farm harness, one Studenbaker mow, seven years old, about seven and a half hands high; one red cow, about seven years old, owned by said mortgagee, free from all liens, and now in my possession, on which is

incorporated the name of the plaintiff's firm. This sale was made on Friday. Soon after the execution and delivery of the promissory notes and mortgage, plaintiffs forwarded the mortgage to the county clerk of Webster county, with instructions to file the same of record. The mortgage was received by the clerk at 9 o'clock on Monday morning, and filed at 15 minutes thereafter. The property being delivered to the purchaser at the time of the sale he started toward Cowles, Webster county, the same evening, and arrived there sometime Sunday evening, the 8th; and on Monday morning he went to Red Cloud, arriving there about 11 o'clock in the forenoon, and, after trying to obtain a loan on the "spotted mare" from several parties, he approached the defendant for that purpose. About 2 o'clock of that day defendant, having examined the county records, purchased the property in dispute, paying the principal portion of the purchase price in cash. The person from whom he purchased gave the name of Davis, which was his real name; the name of McCoy, assumed at the time of the purchase of the property from plaintiffs, being fictitious. Within a very short time after the sale of the property by plaintiffs they learned of the purchase thereof by defendant, when this suit was instituted. The deposition referred to in the stipulation of facts is that of George Davis, alias Albert McCoy, who at the time of the taking of the deposition was in custody and detained in the county jail of Buffalo county for safe keeping. In this deposition he testifies to substantially the same facts as stated above. He bought the property of plaintiffs under the name of McCoy assuming the mortgage thereon, and sold it to defendant under the name of Davis, his true name, after the mortgage was filed. Upon a trial the district court found in favor of defendant, judgment being rendered upon such finding. Plaintiff brings the case to this court by proceedings in error.

The case presents some rather new features, and so far as in point is presented by the brief upon either side, and we are unable to find any such case. There is no doubt but that the execution of a chattel mortgage under the title in the mortgage, Adams v. Rank, 4 Neb. 373, Moore v. W. Co., 7 Mo. 629, 12 Neb. 20, 22 N. W. Rep. 622. It would seem that the sale and delivery of the

property to Davis under the assumed name of McCoy transferred the title of the property to him, which was immediately transferred back by the mortgage. The mortgage was valid. By it the title was transferred to plaintiffs as fully as it had been received by the purchaser from them. Plaintiffs acted in good faith, and immediately thereafter, and before the purchase by defendant, placed the mortgage on record in the proper county. Who, then, did Davis defraud? Was it plaintiffs? We think not. It is true he bought the property of them, but he secured the purchase price by at least the whole property purchased. It would make no difference as to what his real name was, so far as they were concerned. They had the mortgage on the property, which was their security. That mortgage could be enforced at any time. He sold the property to defendant, representing it to be free from incumbrances, when it was not; representing that the title was vested in him, when it was not; that he could carry a perfect title, when he could not; and of which fact the purchaser had constructive notice. We think, therefore, that the learned judge of the district court misapplied the law, and that his decision upon the agreed facts was erroneous. The judgment of the district court is therefore reversed, and the case remanded for further proceedings. The other judges concur.

Sherrill's Sale.
Notice is hereby given that under and by virtue of an order of sale issued out of the district court of the eighth judicial district in and for Webster county, Nebraska upon a decree in an action pending in said court, whereby Standard Bonded Life Insurance Company was appointed executor of the estate of George Davis, deceased, and James S. Gilham, executor, were first named as legatees, The Equitable Trust Company of Omaha, Nebraska, Charles H. Foster, William A. Wadsworth & Co., and James D. Smith, as defendants, I will offer for sale at public auction, for cash, at the east end of the court house in Red Cloud, in and among, and being, the places where the last term of said court was held, on the 20th day of February, 1889, at 10 o'clock p. m. the following described property to-wit: The west half of the south-east quarter (7 & 8 E. 10) and the east half of the east half of the north-west quarter (15 E. 10) and the west half of the west half of the north-west quarter (15 E. 10) of section 16, township 4, range 10, in Webster county, Nebraska.

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DUCKER'S CASH
DRY GOODS HOUSE!
Lonsdale, yd wide Muslin, 8 1-2c by the bolt.
Fruit of the Loom, yd wide Muslin, 8 1-2c by the bolt.
Check Shirting, 6 cents.
Calicoes, 5 cents.
And lots of other bargains. Come and see us.

Dry Goods Never were Sold SO CheAP!
As we are selling them now.
J. J. DUCKER.
Next to First National Bank Red Cloud.

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Spring is Coming!
AND C. L. COTTING, IS
Putting in a large stock of
WALL PAPER

Furniture, Furniture
New stock and almost at your own figure.
Come and get bargains.
F. V TAYLOR,
Opposite First National bank and Post Office.
Special attention given to undertaking
HENRY COOK
DEALER IN
Drugs and Medicines
Paints, Oils, Varnish, Stationery, Books, Etc.
Red Cloud, Nebraska.
METROPOLITAN
LIVERY, FEED, & SALE STABLE.
Herbert & Fulton's Old Stand, Webster St., Red Cloud, Neb.
HENDERSON BROS., Props.
Fine rigs, good horses, board by day or week. Your patronage solicited. Don't forget the place, east side of Webster street, Red Cloud.

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