

"KNOCKERS" AGAIN AT WORK

Petition Filed to Restrain School Board From Selling Bonds.

On Tuesday of this week there was filed in the office of the clerk of the district court a petition that is remarkable for the allegations which it contains and the end sought to be attained. Were the allegations contained in the petition true, the members of the school board would be liable to the direst kind of punishment. Fortunately, however, the events and actions referred to in the document are of such recent date that not even a child could be hoodwinked by the statements made.

Ever since the bonds for a new school building were voted last spring a little coterie of men in this city have persistently and industriously worked to defeat the sale of the bonds, and now that there finally seems to be a prospect of selling the bonds the obstructionists have resorted to the weapon used by railroads, mine owners and capitalists generally in oppressing the common people—i. e., the injunction. There had been persistent rumors that some such action would be taken, but we were loath to believe that anyone could be found with gall enough to father the movement.

Should the injunction be granted, it would mean that a large number of school children would be cooped up for another year, at least, in poorly lighted, poorly heated and poorly ventilated quarters.

The petition is signed by Charles Gurney, Otto W. Pope, Charles E. Cather and Wallace A. Maynard as plaintiffs, and the school district of the city of Red Cloud, and the members of the board—R. F. Raines, E. J. Overing, L. H. Fort, J. O. Caldwell, V. B. Fulton, W. A. Sherwood, and L. H. Fort as clerk of the board—are made defendants.

Stripped of all circumlocution and legal verbiage the gist of the petition is about as follows:

The first three clauses consist of a wordy preamble which has very little bearing on the subject matter of the document.

The fourth clause, after naming the defendants, states that for the past two years they "have been acting or pretending to act" as the school board of said district.

In the fifth clause it is alleged that the defendants have no right or authority to assume to be the school board of this district and conduct its business "for the reason that the said defendants failed, neglected and refused to take the oath of office as by law required to be taken by each of them, and said defendants nor either of them are not and never have been entitled to hold the office of member of the school board of the school district of the city of Red Cloud."

In the sixth clause it is set forth that the defendants caused a resolution to be passed whereby a proposition was "submitted or attempted to be submitted" to the electors of said school district as to whether or not bonds should be issued to the amount of \$25,000, the proceeds to be used in erecting a school building in the First ward of the city of Red Cloud and installing a heating plant in the school building in the Second ward.

The seventh clause states that the board caused to be published a notice calling for a special election to be held in April to vote upon the issuance of said bonds. Plaintiffs allege that the notice so published failed to apprise the voters residing outside the corporate limits of Red Cloud where said election was to be held, and that no provision was made either in the resolution calling for the election or in the notice published, nor place designated, where electors residing outside the corporate limits of the city of Red Cloud might vote on the proposition. It is also alleged that more than one-third the voters in the district reside outside the city and were deprived of their right to vote. It is claimed by the plaintiffs that if the outsiders had been permitted to vote the majority would have been against the bonds.

In the eighth clause the plaintiffs declare a resolution was ever passed by the school district of the city of Red Cloud or its "pretended" officers authorizing the submission of the proposition and no roll call was ever

had on the passage of said resolution.

Clause 9 alleges that no returns of the election were made to the school board, and that they were not canvassed by the school board, but were canvassed by the judges of election officiating at the city election.

The tenth clause asserts that the election was not called by the board, the call being signed "By the president of said board, V. B. Fulton."

The eleventh clause states that the proposition was never legally submitted, and goes on to say that the voters in the Second ward were opposed to the erection of a building in the First ward, while the First warders were in favor of it, and that the electors of the First ward were opposed to a heating plant for the high school, while the Second warders were in favor of one, and that had either proposition been submitted separately, neither would have carried. The plaintiffs call it a "log-rolling" proposition and assert that the submission of both propositions at one election was illegal.

Clause 12 states that the election was illegal, but, notwithstanding the illegality of the election, the defendants, still "pretending to act" as the school board, have issued said bonds and caused them to be registered with the auditor of state, and have threatened to, and will unless restrained by order of the court, sell said bonds to an innocent purchaser for an amount less than the face of the bonds.

The thirteenth clause states that the district has a large amount of real and personal property, and debts amounting to \$10,000.

The fourteenth clause asserts that the defendants are now acting and will continue to act as the school board of said district unless restrained by order of the court.

WANT A RECEIVER.

The last paragraph of the petition says:

"Plaintiffs therefore pray that the defendants be restrained from selling said bonds, and that said bonds be cancelled and declared to have been issued illegally, and that they be enjoined and restrained from acting as members of the school board, and that a receiver be appointed to take charge of the property of said district, and in the event that the defendants have sold said bonds, judgment be rendered against them in favor of the school district for the amount of the bonds and interest," etc.

Attached to the petition is the affidavit of C. E. Cather that the statements contained in the petition are true.

No one outside the handful of men who are making the fight seems to be able to fathom the reason for it, and to us it looks as if there is "a nigger in the woodpile" somewhere. Anyhow, if the pupils of the district are deprived of a place to attend school another year they will know who they have to thank for it.

Charles Spence Writes Glowing Report From Old Mexico.

TAMPICO, Mexico, Jan. 26, 1908.

J. P. Hale, Red Cloud, Neb.:

Dear Sir:—I have made no extravagant assertions. One cannot comprehend the thing here until he sees it. It is much more wonderful than one even dreams of. It is the best field for investment I have ever seen. It will be—Tampico—a second New York and it is the most wonderful thing in the world to see things growing here. Corn 32 days after planting higher than your head and everything else the same way. Ten to fourteen crops of alfalfa can be cut in twelve months. Men are actually selling \$600 to \$1,300 worth of stuff from one acre. If you do not wire me by Saturday night, February 1st, I will start home. Cost of the trip can be limited to \$60 or \$65, but is worth \$1,000 to any man. I think it would be a good idea to keep your men there until I come home as I want to tell them some things. I wish you would make the statement that all I have said in my advertisement I will more than substantiate. I can get affidavit that one man here sold from 82 square rods sugar cane for \$745 Mexican money. Americans are flocking in here by hundreds and now IS THE time. I think I will be home in time for next excursion.

CHARLES SPENCE.

ASSAULTED ON CHICAGO'S STREETS

Former Webster County Boy, Charles W. Sanford, Struck With Cane.

The following is taken from the Chicago Inter-Ocean of Jan. 23:

"Charles W. Sanford, 25 years old, 6155 Monroe avenue, is dying at St. Bernard's hospital in Englewood from injuries received in an altercation with another man at Wabash and Congress streets last Tuesday at midnight. His mother, Mrs. A. C. Sanford, visited him at the hospital last night, and said she did not believe he would live until morning. In connection with the case the police of the Harrison street station are looking for Joseph Atwater, 45 years old, a former cabdriver, who lives at 125 Sixteenth street.

"There is a third man in the case, whose name the police have not learned. Directly after the fracas he jumped on a street car and disappeared. Nothing is known of the real cause of the assault, which was committed with a heavy brass tipped cane.

"Sanford is suffering from two fractures of the skull. Persons who saw the fight say that Sanford was struck over the head, although he had not attacked the man who hit him. The other man with him was struck several times, but was uninjured.

"Reeling and dazed, Sanford climbed the steps of the elevated road after getting away from the man who seemed bent on killing him outright. Blood from his wounds covered his shirt front and blinded his eyes, but he managed to find his way into a car.

"When the train reached Woodlawn Sanford was unconscious, and the Woodlawn police station was notified by the trainmen. The injured man was then hurried to the hospital in

the police ambulance. His identity was discovered through papers in his pockets. The dying man is assistant manager of the W. D. Allen Manufacturing company, 151 Lake street."

Charles W. Sanford is the son of A. C. Sanford and was born in Walnut Creek township, Webster county, 25 years ago. He is a relative of E. E. Ladd of Inavale.

Real Estate Transfers.

For the week ending Tuesday, Jan. 28, furnished by the Fort Abstract Co., L. H. Fort, Manager.

Sarah Saltzman to Jacob Saltzman et al., lots 9, 10 and 11, block 1, Jackson's add to Red Cloud, wd.....	500
The Chevalier Implement Co to Frank Whelan et al, lots 10 and 11, blk 11, Bladen, qd.....	1
John W Reed to Edwin M Moranville, wd set 22-2-9, wd.....	2800
William J Reed to Edwin M Moranville, wd set 22-2-9, wd.....	2000
Tina Staleup to Andrew Gilmore, part lots 12, 13 and 14, blk 6, Rohrer's add to Blue Hill, wd.....	1600
Charles Spence to S C Rife, lot 10, blk 7, Bladen, wd.....	4100
Henry B Boyd to Fred Homburger, pt ne 18-4-11, wd.....	350
James Watt to Levi G Snider, wd set 32-1-9, wd.....	8000
J J Cram to August Martin, lot 11 and n2 lot 12, Person's add to Blue Hill, wd.....	50
Total.....	\$19401
Mortgages filed, \$9374.75.	
Mortgages released, \$9895.	

Dresser scarfs and table covers in Austrian fillet work at F. Newhouse's.

THIRTY YEARS AGO

Items from "The Chief" of January 31, 1878:

Senator Gilham is in Lincoln attending court.

H. S. Kaley is in Lincoln attending supreme court.

J. R. Wilcox holds most of the county offices this week.

Messrs. M. B. Thompson and S. C. Smith of Beatrice were in town this week.

It snowed all day Tuesday and the ground is covered to the depth of several inches.

G. W. Knight of Inavale has a hog which will weigh between six and seven hundred pounds.

Our county commissioners, J. H. Hobart, G. W. Ball and L. H. Luce, accompanied by Treasurer E. H. Jones and County Clerk J. A. Talley, started for Lincoln on Tuesday morning for the purpose of receiving propositions from the B. & M. Railroad company looking toward a settlement of the claims against the company for taxes.

The members of the new militia company, the Webster County Guards, met on January 21 and elected the following officers: Captain, Hon. Joseph Garber; first lieutenant, John Berenzen; second lieutenant, James M. Martin; orderly sergeant, Jacob L. Miller; sergeants, G. B. Benfer, M. E. McNitt, Joe H. Carr, R. L. Tinker; corporals, A. Cummings, H. W. Benfer; W. E. Jackson, John W. Barber, Ed Kellogg and A. Morhart.

Newhouse Bros. carry the complete list of Edison Phonograph records.

Clean-Up Sale

AT

F. NEWHOUSE'S

AFTER our sale of 20 per cent off we have a lot of Remnants and Odd Lots which we will dispose of at bargains. These are all good, clean goods. This is your chance to buy goods cheap.

WHY Stockings Don't Wear..

It is true that Stockings ought to wear better than they do. The Hose we sell, it sometimes seems, ought to wear better. Customers occasionally say that no stockings wear as well as they used to do. Of course, the trouble is partly in the Stocking and partly in the wearer.

Women don't wear as heavy Hose as they once wore. They say: "Give me something thinner; I can't wear those thick ones." And, of course, the material is not in them to give service. We would not expect the same service from a lace and broadcloth gown, yet we do something similar in our reasoning on Hose.

Then many require that their Hose fit like a glove. If they were to buy a half size larger they would add much to the life of a pair of Hose. A good deal depends on the treatment given a Stocking. If it is pulled on, twisted on, jerked on, or worn with ill-fitting shoes, even a firm Stocking will soon give way.

It must be said, too, that dyes which are too strong will ruin a Stocking. That is where the customer is powerless, and it is where we are powerless as well. The old iron-wearing Hose were ingrain dyed—colored in the yarn before knitting. The newer fast blacks are much more evenly dyed, but an acid is used that sometimes gets ahead of the watchfulness even of experts. But people would not have the old gray-touched Hose and they can't have guaranteed wear combined with fast, even color.

In ladies' Hose we have the following Embroidery Hose:

Medium Weight Cotton Hose,
Heavy Weight Cotton Hose,
Fleece Lined Cotton Hose,
Cotton Hose with White Soles,
Cashmere Hose,

All at 25c

Shetland Floss

All colors but white 80c lb

Nos. 5 to 12 at 5c per yard
Nos. 16 to 60 at 10c per yard

At F. NEWHOUSE'S