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REPORTS DISAGREE

Reports of various character have been extant to the effect that Elmer McFall, who is generally supposed to have lost his life by drowning, has been seen at distant points. One report, published in the Alliance Times, is that a party who knew McFall, absolutely saw him in Council Bluffs, Iowa, one day last week. Another was to the effect that he was reported to be some place down

in the sandhills east of Alliance, and circumstances of an explanatory nature were accompaniments of this report, but no confirmation has so far come to our knowledge. His own people credit none of these reports and give very good reason for their continued belief that drowning was the actual fate of McFall.—Gering Courier.

Father Donnelly returned Tuesday morning from a trip to Hyannis.

POPULAR TALKS ON LAW

SIGNING A NOTE

By Walter K. Towers, A. B., J. D., of the Michigan Bar

One noon while Jason Edwards was sitting on the porch of his prosperous farm home, resting before he returned to the fields, a shiny top buggy drawn by a longlegged bay drew into the yard and a brisk young man descended. He presented the card of the National Silo Co., and solicited an order. Mr. Edwards needed a silo and signed an order for one, to be erected later. He read the order carefully and noted its contents. It clearly read as an order for a silo, for the erection of which, if completed within sixty days after date, he was to pay \$100.00.

No silo appeared, nor could Mr. Edwards locate the company, but he saw nothing to worry about until, sixty days later, a near-by bank presented to him for payment a note for \$100.00 in regular form and bearing his signature. He protested that he had signed no such note, yet acknowledged that it was his signature. Examination showed that it was one end of the silo order he had signed. It had been so worded and arranged that one end might be cut off leaving a promissory note in regular form. The bank insisted that it had paid full price for a regular note and as it was a "negotiable instrument" it was protected as a bona fide holder. Edwards sought advice and being told that he would have to pay the note did so.

Proper advice by a competent attorney would probably have saved Edwards \$100 since few states will support such a note, signed under such circumstances. True, if one is induced to sign a negotiable promissory note through fraud and that note is sold in ordinary course to a bank or individual, the purchaser ac-

cepting it in perfect honesty and good faith, paying full value for an apparently regular instrument that is not yet due, the quality of negotiability is such that the purchaser will have better rights than the rogue who transferred it. Indeed, under such circumstances, the signer would have to pay the note. But rightly viewed, the case of Jason Edwards is not such a case. He was not induced by fraud to sign a note, because he did not sign a note. What he signed was an order. Having never signed a note, but something entirely different which was changed into a note, he is no more liable than if his signature was forged to a regular note. Yet it is not strange that many laymen have confused this rule and suffered needlessly when some of our courts have made the mistake.

The other side of the picture is the fraud practiced on Allan McGoorty and his wife. Again the buggy came down the road, but it was driven by a different young man, and to his arm clung a young woman. They paused at the hospital-

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able-looking house for refuge and told of eloping from a cruel father. Now, all the world loves a lover, and the McGoortys were all assistance. Opportunist, quite by accident, of course, a clerical-looking gentleman appeared from the other direction. Yes, he would marry them, and did—at least, he went through a ceremony. Of course, the bride went, so did Mrs. McGoorty, and Mr. McGoorty blew his nose and found his eyes a bit dim. In the confusion the "Reverend" remarked that the witnesses must sign the certificate and pushed a paper toward them which they readily signed.

Three months later a bank produced the "marriage certificate" for payment. It was a regularly drawn note for \$500.00. McGoorty had to pay it, as he was legally liable. He had committed the fault of failing to read what he signed. In his case he actually signed a note. Of course, neither the "Reverend" nor his confederates could have collected from the McGoortys, but they had negotiated the note at the bank, which, having nothing to arouse its suspicions and knowing McGoorty's signature, purchased it for full value, whereupon the "Reverend" and his friends moved on to try their scheme in virgin soil, taking care to be well away when the notes fell due. Where one of two innocent persons must suffer the law takes the view that the one who by his carelessness made the fraud possible must foot the bill.

A similar result followed in the case of Clarence Tucker, who purchased and accepted a barrel of medicated calf meal, giving his note of \$10 therefor. The bottom two-thirds of the barrel proved filled with sawdust, but by that time the bank had purchased the note and the agent had vanished. Tucker was legally bound to pay the note. The vendor of the meal could not have recovered the sum, but again the quality of negotiability protected the innocent purchaser, and the man who signed the note had to pay it. He had signed a note, and it having come into the hands of an innocent third party in due course of business, his liability was settled.

So when you sign a promissory note, drawn in the familiar form—sixty days after date, for value received, I promise to pay to the order of John Doe, the sum of One Hundred Dollars with interest at six per cent per annum—remember that it is negotiable and so is a great deal like money in that it may be freely passed from hand to hand by simple indorsement on the back, and the man who comes by it honestly has full rights against the person who signs it.

In order to possess this quality of negotiability—to be able to pass from one to another by simple indorsement, giving to the person receiving it these superior rights—a note must conform to certain legal requirements. These are stated in the Negotiable Instruments Law, a uniform act which has been adopted in similar form by practically all of the states. In general the note must be in writing and signed by the maker. Writing in its legal sense includes printing, lithographs, etc.; and the signature may be an abbreviation or a "mark." Further to be negotiable it must contain an unconditional promise to pay a sum certain in money. There must be no "if" about the promise to pay. Also it must be to pay money and not potatoes or nails. If you are having the house shingled and want to prevent the negotiating of a note you may give so that no one may secure from it better rights than the carpenter to whom you give it, you may do so by stating in the note that you promise to pay upon condition that the barn is shingled in accordance with the agreement.

To be negotiable a note must be payable on demand, or at a fixed or determinable future time. Naming a future date for payment, of course, fixes the time. So, too, it is regarded as a fixed time if payment is to be made at the happening of an event that is certain to occur. Sixty days from date is a determinable future time. Further, it must be payable to order or to bearer, these words of negotiability being necessary that the instrument may possess that quality. So notes are written "pay to the order of John Smith" and not just "pay to John Smith." A note lacking the above requirements of negotiability may still be a good contract enforceable between the original parties according to its terms. But if the note be not negotiable and the man who made it has been swindled, he may make this defense against the person to whom he gave it.

A person who intends to bind himself by the note signs simply his own name. But mistakes are made by agents who do not intend to bind themselves, personally, but only their principals. Do not sign "John Jones, Agent for Samuel Smith," for that will make John Jones personally liable; but sign "Samuel Smith, by John Jones, Agent." A somewhat different rule prevails in the case of public officers for one acting in a public capacity may sign his own name as officer and bind his principals and not himself.

The notes of corporations and partnerships are signed by an officer or agent of the corporation or member of the partnership in the name of the company. A representative or partner who is held out to the world as having authority to sign notes, may bind the company even though he may have exceeded his authority. So if you are a partner, be cautious of the public authority that is given really or apparently, to a partner whom you do not trust absolutely.

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Al Bowen of Scottsbluff passed through Alliance Tuesday noon on his way home after accompanying several carloads of fat cattle to the Omaha market. He stated that this was the first time he had ever taken cattle to this market which were too large. It was necessary for him to send them on east to Chicago.

Mr. and Mrs. Robert Montfort have begun housekeeping at 311 E. 3rd street, and are now at home to their many friends there.

MAKES BIG SACRIFICE

President's Brother Patriotically Refuses Many Offers with Lucrative Salary

BY CONGRESSMAN TAVENNER

Washington, May 17.—In these days of shifting politics we hear much of the "great personal sacrifices" men are making in behalf of their party and the country by accepting federal positions. It is much rarer to hear of men declining positions at great personal sacrifice in the same behalf.

This observation is excited by the case of Joseph R. Wilson, of Nashville, Tenn., only brother of President Woodrow Wilson.

Years ago, before Woodrow Wilson was ever thought of for president, Joe Wilson worked as general reporter for the local paper in Clarksville, Tenn., where his father was president of the Southwestern Presbyterian University. Joe, in his humble occupation of collecting items for the local and personal columns of the paper, had a great journalistic ambition. It was to be sent to Washington for political correspondent for some city newspaper, and to sway national affairs by his writings. He worked hard. With Scotch thrift characteristic of his family, he saved his money until he bought the Clarksville paper. His father died. And then, as a step toward realizing his ultimate ambition, he sold his newspaper plant and took a position on the Nashville Banner.

There was drudgery in his new work, but he toiled faithfully until he was made state political reporter. His spirits bounded. This would be the apprenticeship that would earn him the position of Washington correspondent of the Banner. Painstakingly, he compiled a card index of Tennessee politicians, and "covered" that state's politics as they had never been "covered" before.

This work won him advancement, but advancement which seemed to him off the beaten trail between the Banner office and the Press Gallery in Washington. He was made city editor of the Banner. Still he did not complain, since the new job brought an increase in salary, to \$25 per week. He resolved to work faithfully so as to be the most available man in case there should be a vacancy in the Banner's Washington office.

Then, in two or three years, things happened. Woodrow Wilson became president, and Joe Wilson's salary had grown to \$35 per week. Nashville suddenly realized that she had the president's only brother. The rest of the country realized it, too. Joe Wilson's mail grew heavy.

Out of an envelope tumbled an offer from a New York insurance company at a salary of \$12,000 per year. This offer was cast into deep shade a little later by a letter from a New York trust company offering \$24,000 for his services. Realizing that to accept either would simply amount to selling his distinguished brother's name, Joe Wilson resolutely put both aside.

Then followed an amazing succession of offers from great newspapers holding forth dazzling salaries to the Banner's city editor to represent them at Washington. At last he could realize the ambition towards which he had struggled all his life. It was within his grasp. He could accept all the newspaper offers, syndicate his writings, and thus with a bound attain affluence and power.

But a second thought. If he accepted, it would mean that every word of his writings would be taken by the public as inspired and as coming from the president. It might, nay, it would, become a continual embarrassment to the sincere old brother, who is trying with such devout singleness of purpose to be a great president of the United States. One recent day Joe Wilson indulged himself in the luxury of adding up the composite salary of his newspaper offers. They totaled \$15,000 a year. For a few moments he sat in abstraction, dreaming for the last time his life's dream. He dictated a few letters of refusal, and with a sigh turned to his desk and his \$35 per week.

Beef Producers Day

Nebraska Stockmen to Meet at Lincoln May 29, 1913

The College of Agriculture, University of Nebraska, will hold a meeting of Nebraska stockmen at Lincoln at Lincoln on May 29th, at the farm campus. E. A. Burnett, dean of agriculture, will preside. The day will be full of interest.

The summarized results of ten years' experimental work will be given at this meeting. The experimental work will be given at this meeting. The experimental cattle fed during the past winter will be on exhibit. These cattle were fed on the following rations:

- Lot 1—Corn, prairie hay and cold pressed cotton seed cake.
- Lot 2—Corn, silage and cold pressed cotton seed cake.
- Lot 3—Corn, silage, prairie hay.
- Lot 4—Corn, silage, alfalfa hay.
- Lot 5—Corn, silage, alfalfa hay.
- Lot 6—Corn, alfalfa hay.

These lots have varied greatly. Which do you think did the best? The figures will be ready for you on May 29th.

Following is the program for the afternoon, at the Live Stock Pavilion, one o'clock, Dean Burnett presiding:

Exhibition of Fat Steers—Ellis Rall Growing Beef Cattle—E. A. Burnett Alfalfa in Beef Production—C. B. Lee Discussion and Inspection of Ex. Sta. Steers—R. K. Bliss

Mr. and Mrs. Frank Beeson, of Omaha, father and mother of Tom Beeson, manager of the Alliance exchange of the Nebraska Telephone Company, arrived Tuesday noon for a week's visit with him.

Albert Leadtke, foreman of the Davista Ranch, at Lingle, Wyo., was in the city Tuesday noon.

CATTLE SALE

We, the undersigned, will sell at public auction at the stock yards in Alliance, Nebraska, on

Monday, May 26, 1913,

commencing at 10 o'clock a. m.,

1,000 Head Southern Colorado Cattle

Consisting of 400 cows, nearly all with calf or with calf by side; 300 yearling steers; 50 two-year-old steers; 250 yearling and two-year-old heifers.

We have good cattle, white faces and Durhams, 85 per cent will run white face. As our ranges are all cut up and we have sold ranch, cattle will be here for sale, and must be sold without reserve. If you want good quality of cattle come and don't forget the date of sale.

These cattle will be sold in lots to suit purchasers

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