

THE NORTHWESTERN

PUBLISHED EVERY FRIDAY AT THE COUNTY SEAT.

GEO. E. HENSCHOTER, Editor and Publisher

TERMS:—\$1.00 PER YEAR, IF PAID IN ADVANCE

Entered at the Loup City Postoffice for transmission through the mails as second class matter.

CALL FOR REPUBLICAN COUNTY CONVENTION.

Loup City, Nebr., July 15th, 1902. The republican electors of Sherman county, Nebraska are hereby requested to send delegates from their respective townships to meet in convention at Loup City, Neb., Tuesday, August 19th, 1902 at 1:00 p. m. for the purpose of nominating a county ticket as follows:

- County Attorney and One Representative. Also to transact such other business as may properly come before said convention. The several townships are entitled to representation as follows, the apportionment being based upon the vote of the last general election (1901) for Hon. Samuel Sedgwick, Justice of the Supreme Court, giving each township one delegate for every six votes or major fraction thereof and one delegate at large for each township, which gives the respective townships the following representation: Ashton 8 Loup City 21 Bristol 5 Oak Creek 3 Clay 5 Rockville 5 Elm 4 Scott 3 Harrison 10 Washington 5 Hazard 6 Webster 4 Logan 7 Total 86

It is recommended that the primaries be at the annual voting place on Friday, August 15, 1902. By order of Republican County Central Committee. W. R. MELLOR, Chairman. W. S. WAITE, Secretary.

CALL FOR PRIMARY.

To the Republican electors of Loup City township Sherman County Nebraska: You are hereby notified that there will be a Republican caucus held at the City House, Loup City, Friday, August 15, at 2 o'clock p. m., for the purpose of electing 21 delegates to the Republican county convention to be held at Loup City Tuesday, August 19, 1902, place in nomination township officers, and to transact such other business as may properly come before said caucus. GEO. E. HENSCHOTER, Twp. Committeeman Loup City Twp.

TURNING ON THE SEARCH LIGHT.

In his letter to the Times Independent of last week, H. M. Mathew charges the NORTHWESTERN with libel when in fact we only stated the truth and challenge a successful contradiction. After turning the search light on the records of the irrigation bonds case, in controversy we are convinced that if we made a mistake at all, it was in omitting a considerable amount of important matter, and so this week we will prove our statements by producing the records in the case with as little comment as possible.

Our report of two weeks ago was not for the purpose of an attack upon Mr. Mathew. We were reporting it as a matter of news which was under discussion at that time by the board of supervisors, and as he has all along figured prominently in the case, of course his name was mentioned, and the different peculiar positions which he has assumed naturally invited comment. But the comment made by the NORTHWESTERN was indeed mild to that which he received at the hands of some of the officials when he appears in the interest of the bond holders before the board of supervisors at their last meeting. Of course he does not mention his experience with these gentlemen in his letter. He states that he is not acting for the bondholders. If his statement is true what in the name of common sense does the following mean, which we take from the supervisors record of July 15, 1902?

"M. H. Mathew now comes before the board and requests that the matter of levying a tax on Loup City and Logan townships for paying the accrued interest on the irrigation bonds and also the current year interest on Logan township and for paying the judgement and current interest on Loup City township of the same bonds, the injunction which has been served upon the county treasurer in said case having been dissolved by the Federal Court, and after discussing same it was decided to notify the township boards of said township to appear before the county board at 1:00 p. m. of July 15th and that said matter be disposed of jointly."

Well, it was jointly disposed of and while this was being done Mr. Mathew was contending for the interests of the bond holders, and at the same time was severely criticized by some of the officials for his seemingly sudden change in his position in the case. Mercy, how they did scold him, and it seemed that for a time that some of the Logan township officers might throw him out over the transom.

Mr. Mathew says "the contracts with the townships were drawn by the firm of Duffie, Gaines & Kelby,

of Omaha, and the retaining fee divided." It matters not who the contract was drawn by. Mr. Mathew was a party to it and drew the cash for his services. The contracts are not entered into by Duffie, Gaines & Kelby but one of them is between E. A. Brown, township clerk and Edward R. Duffie and Long & Mathew and the other is between the township clerk and H. M. Mathew first and E. R. Duffie second, making Mr. Mathew principal attorney in the case, besides the warrants in payment of his fees were given to Mr. Mathew direct, and according to his own statement was divided with these railroad attorneys. Now Mr. Mathew can you answer these questions: Cannot the the B. & M. Railroad Co. fee their own attorneys? and if so why was it necessary for you to exact from these townships a double header fee to feather their nest? They had already commenced suit enjoining the levy of a tax in the interest of the railroad company, and about all that was necessary was to look after the townships' interests as the case progressed. What tax-payer is there who wants to stand a double header fee for a set of railroad attorneys? It looks like it was a scheme on their part to get a big fee and that you were a party to the scheme. You say, too, we stated absolute false when we said that you were acting as attorney for the bond holders. On this point we have PROOF that you said that you were going to write to Mr. Giestheart asking for the position to represent them and we are told that Mr. Giestheart has got you to look after the case, and further you have already represented them before the supervisors of this county. Mr. Mathew gaze over the following contracts, tax payers turn on the search light and then take a snap shot of the records in this case. Following is the records verbatim:

"This agreement entered into this 23rd day of April, 1898 between Loup City Township in Sherman county, Nebraska, party of the first part, and Edward R. Duffie, of Omaha and Long & Mathew of Loup City, Neb., party of the second part: Witnesseth: That Whereas, the party of the first part has been sued by the National Life Insurance Co. of Montpelier, Vermont, incorporation in the circuit court of United States for the district of Nebraska, to recover the sum of \$3,300.00 and interest upon certain coupons which were attached to 16 bonds of \$1,000.00 each issued by said party of the first part; and Whereas, there is grave reason to doubt the legality of the said claim and of the said bonds; and whereas, it was decided by the duly elected, qualified and acting township board of said first party at a special meeting held this day for the purpose to employ counsel to defend said action.

Now, therefore, it is agreed between the parties heretofore that the said first part employ said second party as counsel to defend said action, with full authority to defend the same in the manner that shall seem to them best, and said first party retains said second party for said purpose by the payment of \$150.00 cash and if at the termination of said action the claim of said National Life Insurance Company of Vermont, plaintiff against said defendant, be declared null and void and of no effect, and the said party of the first part, prevail in said action, then in that event the said first party shall pay to the said second parties a remuneration for their services which shall be a sum equal to 10 per cent of the amount in controversy in said action and 10 per cent of \$16,000.00, the principal of said bonds, less sum of \$150.00 therefore advanced by said first party.

At the next regular meeting in June 7th 1898 we find a warrant drawn for this claim as follows: "On motion the clerk is instructed to draw warrant on general fund for the sum of \$180.00 to pay attorneys fee in case of National Life Insurance Company, of Montpelier, Vermont vs. Loup City Township, the same being advance fee; warrant to be drawn in favor of Long & Mathew, of Loup City for Edward R. Duffie of Omaha who are associated together in said case."

Now the above contract and a similar one with Logon township was all that we referred to two weeks ago, but by throwing more search light on the records of Loup City township we find another contract which reveals the startling fact, that in the same manner and under about the same circumstances another attorneys' fee of equal proportion has been exacted and extracted by these same attorneys, this time for what is called a second suit for a second lot of coupons and interest. Read from the 147 page of said records, special meeting.

CHAPT. II. "This agreement entered into this 15th day of April, 1901, between Loup City Township party of the first part and Edward R. Duffie of Omaha and H. M. Mathew of Sherman County, Nebraska, party of the second part witnesseth: That whereas, the party of the first part has been sued by the National Life Insurance Company of Montpelier, Vermont, a corporation, in the circuit court of the United States for the district of Nebraska to secure the

sum of \$3,300.00 and interest upon certain coupons which were attached to 16 bonds of \$1,000.00 each, which coupons matured during the years 1898 and 1899 and were sued by said party of the first part, and Whereas, there is grave reason to doubt the legality of said claim and of the said bonds, and Whereas, it was decided by the duly elected, qualified and acting township board of said first party at a special meeting held on the 15th day of April, 1901 for that purpose to employ counsel to defend said action. Now therefore it is agreed between the parties hereto that the said party of the first part employ second party as counsel to defend said action, with full authority to defend the same in the manner that seems to them best, and said first party retains said second party for said purpose by the payment of \$150.00 cash and if at the termination of said action the claim of the National Life Insurance Company against said defendant be declared null and void and of no effect and the said party of the first part prevail in said action then in that event the said first party shall pay to the said second party a remuneration for their services which shall be a sum equal to 10 per cent of the amount in controversy, less the sum of \$150.00, therefore advanced by said first party. It is further agreed between the parties hereto, that should the bonds to which said coupons were attached, be declared null and void at the final judgement in said action, then in the event the party of the first part shall pay to the party of the second part a sum equal to ten per cent of the \$16,000.00, the principal of said bonds, provided however that should the party of the first part, pay to the party of the second part under the contract entered into by said parties on the 23rd day of April, 1898 a sum equal to ten per cent of the \$16,000.00 aforesaid, then in that event the party of the first part shall only pay to parties of the second part a sum equal to 10 per cent of the amount in controversy in the action which the parties of the second part are hereby employed to defend less the sum of \$150.00 advanced.

LOUP CITY TOWNSHIP. By GEO. W. HUNTER, Township Clerk. H. M. MATHEW. E. R. DUFFIE. Note the manner in which these contracts are constructed. In case they were successful in beating the bond holders out of their just dues, they want ten per cent of the amount in controversy and then ten per cent on the total sum of the bonds. Cleaver, isn't it. Now in addition to the \$902.00 attorney's fee which this township alone has paid, we find on page 156 of Loup City township records, cost bills recorded and allowed to these attorneys. One item calls for \$83.00 and another one on same page for \$114.95 allowed at \$108.95, and only last Tuesday Mr. Mathew informed the township clerk that he had another item of cost in the sum of \$116.96. This last item is not as yet a matter of record, but we presume it will be in due time. This makes a grand total of \$602.91 which it has cost Loup City township for the ill advise of these bond attorneys, and which it has cost us through such advice to try and defeat an honest debt. A similar case has been worked in Logan township though from what we can learn they have only succeeded in getting one attorneys fee of \$150.00 out of her tax-payers.

After the failure to defeat the bonds Mr. Mathew claimed that the townships of Loup City and Logan still ought not to pay these bonds, in as much as the Supervisors passed on, and approved them, when, as he claimed they were defective in title, and therefore should be saddled on to the whole county. We don't know why he took this stand, perhaps for another attorneys fee. He will probably explain this in his next epistle to the Brownies. Now, Mr. Mathew this is all the space we have to devote to you this week, but we do want to say before closing that any time you feel like commencing a case against us for slander you will find us doing business at the old stand. We have nothing to fear from any such case that you may concoct. No attorney of bond case failure or cream check fame can deter us from giving the public a true statement of the public records in any matter of public interest.

CATTLE SALE. On Aug. 6th, at the Arcadia Fruit Farm we will sell at auction 64 cattle. A few choice milk cows, a lot of cows and calves running with them, balance one and two year old steers and heifers and one choice thoroughbred Harford bull, 3 years old. Also a good hay rake, a lot of new bee hives, etc. etc. Six months time. W. F. JENKINS.

NEBRASKA VOLUNTEER FIREMEN'S TOURNAMENT. Tenth annual event to be held at Grand Island, August 5 to 7. Half Races from all Nebraska Points via the Burlington Route. The Nebraska State Volunteer Firemen's Association has arranged to hold its annual tournament at Grand Island. Nearly \$1,500 has been appropriated for cash prizes, in addition to many valuable medals and trophies, for exhibition drills, contests and races. Firemen will attend from all parts of state. For this occasion the Burlington Route has made a rate of one fare for the round trip. Tickets on sale August 4 to 7th, inclusive, good returning until Aug. 10th. Ask the Burlington Route agent or write J. FRANCIS, General Pass. Agt., Omaha, Neb.

PROPOSED CONSTITUTIONAL AMENDMENT

The following proposed amendment to the Constitution of the State of Nebraska, as hereinafter set forth in full is submitted to the electors of the State of Nebraska to be voted upon at the general election to be held Tuesday, November 4, A. D. 1902.

A Joint resolution proposing to amend section one of Article fifteen, of the Constitution of the State of Nebraska, relative to the manner of submitting and adopting amendments to the Constitution of the State of Nebraska. Be it Resolved and Enacted by the Legislature of the State of Nebraska:

Section 1. That section one of Article fifteen of the Constitution of the State of Nebraska be amended to read as follows: Section 1. Either branch of the legislature may propose amendments to this Constitution, and if the same be agreed to by three-fifths of the members elected to each house, such proposed amendments shall be entered on the Journals, with the yeas and nays, and published at least once each week in at least one newspaper in each county where a newspaper is published, for thirty days immediately preceding the next election of senators and representatives, at which election the same shall be submitted to the electors for approval or rejection, and if a majority of the electors voting at such election on such proposed amendment, shall vote to adopt such amendment the same shall become a part of this Constitution. When more than one amendment is submitted at the same election, they shall be so submitted as to enable the electors to vote on each amendment separately.

All ballots used at such election on such amendment or amendments shall have written or printed thereon the following: For proposed amendment to the Constitution relating to (here insert the subject of the amendment) and against proposed amendment to the Constitution relating to (here insert the subject of the amendment) and the vote of each elector voting on such amendment or amendments shall be designated by the elector by making a cross with a pen or pencil in a circle or square to be placed at the right of the lines the words "For or Against" the proposed amendments, as he shall desire to vote thereon, or by indicating his preference on a voting machine when such machine is in use.

I, Geo. W. March, Secretary of State of the State of Nebraska, do hereby certify that the foregoing proposed amendment to the Constitution of the State of Nebraska is a true and correct copy of the original enrolled and engrossed bill, as passed by the Twenty-seventh session of the legislature of the State of Nebraska, as appears from said original bill on file in this office, and that said proposed amendment is submitted to the qualified voters of the State of Nebraska for their adoption or rejection at the general election to be held on Tuesday the 4th day of November, A. D. 1902. In testimony whereof, I have hereunto set my hand and affixed the great seal of the State of Nebraska, Done at Lincoln this 24th day of July, in the year of our Lord One Thousand Nine Hundred and Twenty, and of this state the Thirty sixth.

GEO. W. MARCH, Secretary of State.

NOTICE FOR PUBLICATION. Department of the Interior. LAND OFFICE AT LINCOLN, NEB. JULY 28th, 1902. Notice is hereby given that the following-named settler has filed notice of his intention to make final proof in support of his claim, and that said proof will be made before J. A. Angier, the County Judge at Loup City, Nebraska, on Sept. 10th, 1902, viz: JOHN L. McBRIDE, for the E. 1/4 of the S. W. 1/4 of section 22, Township 15, Range 16, Homestead Entry No. 17,356. He names the following witnesses to prove his continuous residence upon and cultivation of said land, viz: Perry Davis, Litchfield, Nebr. Richard Baker, " " Jerry Schutler, " " William Spencer, " " W. A. GREEN, Register.

LOW RATES TO BLACK HILLS. The Burlington Route has announced low rates to the Black Hills of South Dakota for the following dates: August 1 to 14, 23, 24, 30, 31. September 1 to 10. On other days until September 15 low rates, somewhat higher than those in effect on the above dates will be offered. Sylvan Lakes, Hot Springs, Deadwood, Lead City, Spearfish and a number of other points in the Black Hills are well worth visiting. Any Burlington Route agent will be glad to tell you more about these excursions.

DISSENTORY CURED WITHOUT THE AID OF A DOCTOR. "I am just up from a hard spell of the flux" (Dysentery) says Mr. T. A. Pinner, a well known merchant of Drummond, Tenn. "I used one small bottle of Chamberlains Colic, Cholera and Diarrhoea Remedy and was cured without having a doctor. I consider it the best cholera medicine in the world." There is no need of employing a doctor when this remedy is used, for no doctor can prescribe a better medicine for bowel complaint in any form—either for children or adults. It never fails and is pleasant to take. For sale by Olench Bros.

A NECESSARY PRECAUTION. Don't neglect a cold. It is worse than unpleasant. It is dangerous. By using One Minute Cough Cure you can cure it at once. Always indigestion, clears the head, soothes and strengthens the mucous membrane. Cures coughs, croup, throat and lung troubles. Absolutely safe. Acts immediately. Children like it. Sold by T. H. ELSNER, Loup City, Neb.

J. I. DEPEW Blacksmith & Wagon Maker. My shop is the largest and best equipped north of the Platte River. I have a four horse engine and a complete line of the latest improved machinery, also a force of experienced men who know how to operate it and turn out a job with neatness and dispatch. MY PRICES ARE REASONABLE AND PROMPT ATTENTION GIVEN TO ALL CUSTOMERS. Soliciting your patronage I am Yours respectfully, J. I. DEPEW, Loup City, Neb.

A. P. CULLEY, President. A. P. CULLEY, Cashier. FIRST BANK OF LOUP CITY. General Banking Business Transacted. Paid up Capital Stock \$20,000. CORRESPONDENTS: Seaboard National Bank, New York City, N. Y. Omaha National Bank, Omaha, Nebraska.

ATTENTION FARMERS! There is no need of sending away for whiskey, beer, or anything you may wish in this line for the harvest field or other purposes as I am prepared to furnish you better goods for less money than you can get anywhere else. In the line of whiskeys I sell the best, such as ————— the well known brands of ————— I. W. HARPER, 10 years old Burbon, W. H. McBRAYER HAND MADE SOUR MASH, 8 yrs. old A. GUCKENHEIMER & BROS. RYE WHISKEY. All of these goods are bought direct from the government warehouse, which guarantees them to be absolutely pure. In the line of beer I sell the well known STORZ BREWING CO'S. KEG AND BLUE RIBBON BOTTLE BEER, ALSO THE BUDWISER BOTTLE BEER in quarts and pints, which has a world wide reputation. In the line of cigars I sell the best that can be bought for the money. Prices on whiskey run from \$2.00 to \$4.50 per gallon. Case beer, per case of 24 quart bottles, \$3.00 to \$3.50. Thanking you very much for your past patronage, also respectfully soliciting your future trade, I am yours very truly, T. H. ELSNER, Loup City, Nebr.

Burlington Route TIME TABLE. LOUP CITY NEBR. Lincoln, Denver, Omaha, Helena, Chicago, Butte, St. Joseph, Salt Lake City, Kansas City, Portland, St. Louis, San Francisco, and all points and all points East and south. West. TRAINS LEAVE AS FOLLOWS: GOING EAST No. 52 Passenger 8:30 a. m. No. 60 Freight 12:50 p. m. GOING WEST No. 51 Passenger 4:32 p. m. No. 59 Freight 12:50 p. m. Sleeping, dinner and reclining chair cars (sleeping free) on through trains. Tickets sold and baggage checked to any point in the United States or Canada. For information, maps, time tables and tickets call on or write to R. L. ARTHUR, Agent, or J. FRANCIS, Gen'l Passenger Agent, Omaha, Nebraska.

A. S. MAIN. PHYSICIAN & SURGEON. LOUP CITY, NEBRASKA. OFFICE AT RESIDENCE. YELLOW STONE PARK. The Popular and short line via Union Pacific and O. S. L. to Monday, Mount, thence via splendid Concord Coaches to all points in the Park. Very low rates via the Union Pacific during July and August. Full information cheerfully furnished on application. H. J. CLIFTON, Agt. STOPS THE GOUGH AND WORKS OFF THE GOLD. Laxative Bromo Quinine Tablets cure a cold in one day. No. cure, No Pay. Price 25 cents.

W. HARPER KENTUCKY WHISKEY. Cherished by Judges of Quality. Awarded Gold Medal Paris Exposition 1900. Sold by T. H. ELSNER, Loup City, Neb.

Will Make Affidavit. Now Lease of Life for an Iowa Postmaster. Postmaster R. H. Randall, Davenport, Ia., says: I suffered from indigestion and resulting evils for years. Finally I tried Kodol. I soon knew I had found what I had long looked for. I am better today than in years. Kodol gave me a new lease of life. Anyone can have my affidavit to the truth of this statement. Kodol digests your food. This enables the system to assimilate supplies, strengthening every organ and restoring health. Kodol Makes You Strong. Prepared only by E. C. DeWitt & Co., Chicago. The \$1. bottle contains 3 1/4 times the 50c. size. For sale by ODENDALH DROS.

DON'T BE FOOLED! Take the genuine, original ROCKY MOUNTAIN TEA. Made only by Madison Medicine Co., Madison, Wis. It keeps you well. Our trademark cut on each package. Price, 35 cents. Never sold in bulk. Accept no substitute. Ask your druggist.