The Nebraska Herald.

PLATTSMOUTH, NEBRASKA.

THURSDAY, ... MARCH 18, 1869.

CORRESPONDENCE.

We are desirous of receiving correspondence from all parts of the State, relative to the material interests of the country, together with such other matter as contributors may deem of interest.

The temporary R. R. bridge at Omaha has been successfully taken down.

There will be a meeting of the R. R. Committee at the office of the county Treasurer next Saturday at 4 p. m

Dr McCluskey will be in the city on Monday the 22d, and will remain until the 1st of April.

Let every man in the county who favors issuing bonds see to it that his name is on the registry list, and then let him be on hand on the 27th.

Any person desiring to purchase a second hand press, or an entire outfit for a small paper,, can find a bargain by calling at this office.

The Fremont *Tribune* gives a lengthy description of the route and towns on the Railroad between that place and Blair. Fremont is the only city in Nebraska which is blessed with two Railroads.

The channel of the Missouri river at this place appears to be well defined along the west bank, where it will probably remain during the summer, permitting steamboats to land at the foot of Main St.

Remember the lecture to-night, by Rev. Alexander, on the subject of woman's rights. The attendance should be general, in order that all may hereafter know just what rights woman has.

The Spring Term of Public School will be commenced about the 1st of April. The teachers remain the same as before in the higher and intermediate departments, but in the primary department Miss Thane takes Miss Ames' place.

We have received a copy of a small pamphlet relating to Nebraska, published by Thos. H. Hyde, of Lincoln. Hyde is a real estate man, and is advertising Nebraska to good advantage.

The Nebraska City *Press* has enlarged, and has started out on an entirely new business footing. They collect all bills weekly. If that does not work to their satisfaction they will probably try daily collections.

GEN. SHERIDAN

Has been assigned, by Gen. Grant, to his old command of the department of Louisiana. Grant assures southern unionists that men shall be sent among them who are in full accord with the government.

Are the people of Cass county willing to be bamboozled and humbugged into opposing bonds by parties who are interested in preventing the building of *any* railroad through Cass county. The "power behind the throne" which is opposing bonds in this county is located in Omaha and Nebraska City.

APPOINTMENTS

The various applicants for post office honors, etc., will be pleased or displeased, as the case may be, to learn that all applications for office are referred, by President Grant, to the heads of the respective departments, where they will undergo the most careful scrutiny.

Some one writing from Seward to the Central Union *Agriculturalist*, takes strong ground against living in what is ordinarily termed "dug-outs," a kind of underground or sod house.—We agree with him and can only account for the general health of the occupants of such places on the ground that it takes a vast amount of exposure and bad usage to kill people in Nebraska.

THE TAX.

As some parties have expressed doubts as to whether we had the power to levy and collect taxes from Railroads in this State, we have taken the pains to write to the Treasurers of Douglas and Dodge counties asking whether the U. P. R. Co. *paid* any tax into their county treasuries, and how much. We have just received a reply from Dodge which says that the U. P. Railroad Co. *paid* $6,871.32 into the Treasury of Dodge county as taxes for the year 1868. The letter further says that they voted $50,000 to the S. C. & Pacific road, as an experiment, and are so well satisfied with the speculation that they would to-day vote $200,000 to any company that will build another road through their county. The above tax is on road alone, as the Co. has no buildings in Dodge county. No answer from Omaha yet. Further particulars next week.

NOTICE.

PLATTSMOUTH, March 17, 1869.

WHEREAS, sundry citizens of Cass county are misled to believe that it is the intention of the County Commissioners of said county to issue the bonds of said county to the Burlington & Missouri River Railroad Company without any guaranties from said Company that they will complete and run said road. Now, therefore, we, the undersigned, Commissioners of said county, declare that it has been and is now our intention not to issue said bonds until a full, sufficient and ample guaranty is made by said Burlington & Missouri River Railroad Company to the county of Cass, that the said Company will complete, and finish, and run their railroad through said county within eighteen months from the time they commence work on the same; and we further state that the committee of citizens from Cass county, who visited the Company at Burlington, stated to us that before claiming any bonds from this county, the Company honestly intends entering into a bond of $500,000 to finish and complete said road in all respects equal to any first class railroad in the United States.

Witness our hands this 17th day of March, 1869,

JAMES O'NEILL,
J. B. MOORE,
County Com'rs.

[It has been impossible to see Mr. Carmichael (the other Commissioner) to get his signature to the above, owing to the distance to his residence; but a letter was received from him by the County Clerk in which he takes the very strongest ground against issuing bonds until ample sureties are given for the completion of the road, substantially as expressed in the above.—ED. HERALD.]

The premature bantling of the Otoe county "Pah-Ute-Savings-Institute" froths and foams at us from his lofty seat upon the top of a pyramid of red blankets, and attempts to annihilate all such "small fry" as the HERALD by one majestic flourish of his dazzling and bloodless tomahawk. He assumes that nothing short of a "ring in the nose" and "war paint" upon the brow entitles one to speak relative to affairs of public importance and gazes from his imagined lofty eminence, with disdain pictured upon his parti-colored brow, upon "common people" who dare to differ from him upon affairs of State. We intimated last week that there was little cause for the said bantling to fly into such a passion about the passage of the law requiring the State Treasurer to keep on hand the identical funds of the State. Notwithstanding we have called down the wrath of one of Big Medicine's yelpers, we dare to again say that, in our opinion, there is little necessity for so much fault finding over so small a matter.—We still believe that Treasurer Sweet, might easily fulfill the requirements of the law, if he felt disposed, and that the fuss and furor of the *Press* is all uncalled for. We believe in the principles of the enactment, and have every reason to believe that a majority of the members of each house fully understood the general provisions of the law, and voted their sentiments when they voted for its passage.

JAMES LONGSTREET

Has been appointed by President Grant as collector for the Port of New Orleans. This appointment is the signal for every brainless northern copperhead sheet to howl lustily, that Grant has appointed an ex-rebel General to an important position in the government. Well, suppose he has! It is but an evidence of the oft repeated assertion that the Republicans are truer friends of the *real* interests of the south, than the northern copperheads. Longstreet, like thousands of others, was drawn into the whirlpool of secession against his better judgement, and he fought manfully for the cause he espoused, until the last hope was gone; *then* he was one of the first to recognize the inevitable, and to accept the situation in good faith, advocating the present reconstruction policy of Congress. It took a man of nerve—of great moral courage—to face the southern people at that time and advocate such a policy; but James Longstreet was the man who dared to do it, and who, by his pen and voice, caused thousands of true hearted men in the south to see the daylight ahead. We are glad of his appointment, notwithstanding small minded copperheads would like to see him politically murdered, not because he once fought in the rebel army, but because he dared to finally do right for his country rather than willfully sacrifice it on the altar of party.

Judge Barnard, the champion injunctionist, having given a just decision in some case, it is proposod to raise a purse of $100,000 for him on the ground that he has done work outside of his regular line.

CABINET CHANGES.

As we stated last week, Stewart resigned and Boutwell has been appointed and confirmed in his place. Washburne has resigned the position of Secretary of State and accepted the Ministry to Paris, and Hon. Hamilton Fish, of New York, has been appointed in his stead.

THE BOND QUESTION

We desire to call the attention of every citizen of this county to a careful perusal of the following "FACTS" in connection with the vote to be taken on Saturday, the 27th inst. We regard the action of the people on that day as settling the question whether or not the people desire to have railroad facilities, and viewing the matter from this stand point we propose to lay before them such information as we have.

From the statistics at the Surveyor General's office we gather that there are 482.000 acres of land in this county—that 226,175 acres are entered and owned by actual purchasers, and that 255,825 acres are still unimproved and unentered—of the amount entered 140,191 acres are owned by non-residents, leaving 85,984 acres possessed by actual settlers. Of this latter amount, as nearly as we can judge from the figures in possession of the County Clerk, there are only 40,000 acres cultivated. These 40,000 acres are peopled by 7,020 inhabitants, giving us a voting force of 1,404 citizens.—

These figures will bear the closest scrutiny, and we invite parties interested to examine them closely, to the end, that they may all see that we have no desire to mislead any one.

Now let us examine farther into the results of labor in our county. We take the number of acres cultivated at the amount above stated, 40,000 acres, allowing that half of this is put in wheat, we have 20,000 acres wheat, and averaging the crop at 15 bushels to the acre, which is half a bushel below the result of the published statement of the Department of Agriculture for our State, 1868, and we have 300,000 bushels wheat, putting the other half in corn, at an average yield of 35 bushels per acre, and we have 700,000 bushels corn, making a total of 1,000,000 bushels of grain raised in our county, as cultivated at present.—

This amount of produce brings in cash to the producer for wheat at $1,00 per bushel $300,000.00, and corn at 50 cts. per bushel $350,000,00 or a total of $650,000,00. Now let us examine what the result of a railroad would be on this produce of the soil—To-day wheat is worth, at Omaha, $1.10 per bushel, and corn is quoted at 85 cts. per bushel. The reasons for this are, first, because Omaha has a railroad communication with the markets east and west; secondly, Buyers come to Omaha for the grain products, of Nebraska, because they can transport them to market speedily by means of her railroad facilities, making her the emporium of Nebraska trade.

But when the merchants of Omaha or Council Bluffs make large contracts to deliver grain to non-resident purchasers, they have to seek through the country for grain, and the cost of transportation, drayage, expenses of purchasing agent, and all such incidental expenses, have to be deducted from the price they pay producers in our county, and here is the secret why our corn to day brings the farmer only 50 cents per bushel, when, if he were near the Union Pacific Road or the Chicago & North Western, he would get 85 cts.; but because we have no railroad facilities, we have to suffer a deduction of 35 cts. per bushel on our corn, which, in the total amount raised in our county last year, amounts to the snug sum of $245,000. This amount alone, lost to the farmers of Cass county, during the last year, is more than the Bonds they are called to vote on, amount to.

It does not end here, however, for just so long as we have no railroad through our county to equalize our facilities with those of more wide-awake localities, just so long will this loss to the farmer occur year after year. In the matter of wheat, we find the farmer gets 10 cts. per bushel more for his grain in Omaha than he can in any town in Cass, and this on 300,000 bushels amounts to a dead loss to the producer of $30,000 every year which is $10,000 more than the interest on the proposed "Bonds" will amount to.

Let farmers realize the fact that, with a railroad completed from Chicago here, and another reaching into the mountains on the west, the people of this county are placed on a par with those of Douglas county, and their farm products will command just as much here as they do in Omaha or Council Bluffs. It is for the voters of the county to say whether they are willing to suffer such a loss in price of grain as we have shown, or not; and if they doubt our figures, let them examine any Omaha or Council Bluffs paper and see the quotation for themselves. Again, there is only one twelfth of the county inhabited but let a railroad be commenced, and every foot of land in Cass will be occupied and cultivated, and the assessed value of the county will be raised to twelve times what it is to-day in a short time.

Thus it is plain that the tax to pay the interest and principal of the Bonds will fall but partially on the present population, and they will have to pay, in reality, only one twelfth of the tax, the population induced into the county by the construction of the railroad bearing equally with them.

In addition to these self-evident facts we will compel the non resident owners of 110,191 acres to their proportion towards enhancing the value of our lands and our farm products—These non-resident owners have nearly twice as much land as the residents have, and the tax will fall equally on them.

Again let us look this matter of taxation fairly and squarely in the face If we vote "For Bonds" we will have to raise a tax of $20,000 to pay interest on them; now what capital have we got to levy on. The assessed value of our County is $2,000,000, and to raise $20,000 would require a levy of one per cent on the assessed valuation, or the people would have to pay $1 for every $100. worth of property listed by the Assessor. But then the road, including depots, machine shops, round houses, way stations, coal yards, offices, main track and side tracks, rolling stock and fencing, will cost $2,000,000, every dollar of which is taxable, so that every man can see the Company will put as much property in the county as we already own, and the assessed value in another year, including the railroad, will be $4,000,000 which reduces the tax to half per cent or 50 cts. on every hundred dollars.—Again, this same railroad company has 60,000 acres land in this county which will be taxable as soon as they build their road, and this land at the government price of $2.50 per acre, is worth $150.000, so that throwing out of the question all increase of population, and basing the tax solely on our present valuation, together with the property of the Company subject to taxation as soon as the road is built, we will have an assessed valuation of the county $4,150,000 out of which to raise the $20,000 and the tax would be less than 5 mills on the dollar.

But no sane man believes that our population and valuation would remain as it now is if the road is built, It will quadruple, and go on increasing from year to year just as every other locality has where railroads have shed their wide spread influence for good, and consequently as the assessed valuation increases, just so fast will the taxes decrease. Lastly, let every well-wisher of Cass County bear in mind that our School, road and other County and State taxes will also be reduced by increasing the capital on which the tax is levied, and by voting "For Bonds," we lighten taxation by just so much as we increase our valuation as a county for all time to come.

THE BOND QUESTION

WEEPING WATER, March 15th, 1869.

ED. HERALD—While we fully agree with you, that the man "who would vote against railroad bonds on the 27th, because the road was not sure to run past their own door," would be very foolish. May we not ask you if he would not be as big a fool who would vote two hundred thousand dollars to a company without any assurance that the money would be used in constructing the road

All that the citizens of Cass county want to know to induce them to vote the bonds proposed, is that the road will be *sure* to be built if the bonds are issued. Before the call for an election was issued, nearly every voter in our precinct was in favor of the bonds; provided, our commissioners would so *bind* the company that they could not get a *bond* or a *dollar* without returning an equivalent to the county. But instead of this, what do they propose to do? To issue the bonds on the completion of the "road bed." Now, Mr. Editor, can Cass county afford to give two hundred thousand dollars for the grading of a railroad bed through it? If not, would it be wise to give it? You may tell us, Mr. Editor, that this road will be built—that the company promises to build it without fail, and we might as well give for the road bed as the railroad completed But do not railroad companies sometimes break their promises? Promise more than they are able to perform? Do not most of us know of one or more railroad bed that have been graded from ten to fifteen and even twenty years, and yet remain uncompleted? You need but to look across the river to find an instance of the kind. This company may not intend any such delay. We hope not. But we have known companies to do that which they never intended. Companies, as well as individuals, are liable to change their minds Now what we want is a sure thing so that if this company should change its programme, we will not be the sufferers. This is no more than justice and right, and *right wrongs no man*. If it is too late to have the terms which the bonds are to be issued changed for this election, let us vote against the bonds unanimously, and then have another election called to vote bonds, forty per cent of which shall be issued on *completion* of the first ten miles of the *road ready for the rolling stock*—forty per cent on the completion of the second ten miles, and the remainder when the road shall be *completed* through the county. This would make our county safe and be an additional inducement for the company to push the road through as soon as possible.

Such a move could be carried by a large majority, but judging from our own precinct, we anticipate an overwhelming defeat for the bonds under the present call. Certainly no one who has the future welfare of our county at heart, can favor them.

**

The above communication comes from one of our most valued correspondents, and we beg to call attention to it The matter of voting for bonds is only a preliminary arrangement.—Before the bonds are issued there must be a contract drawn up and signed by the contracting parties, the County Commissioners representing the county as the party of the first part, and the authorized officers of the B. & M. R. Company representing the railroad company as the party of the second part. This contract is to specify that the road is to be completed in running order, and maintained and operated by the company within eighteen months; to this the company will bind themselves in the sum of five hundred thousand dollars, and it is to be an express condition in the contract, that unless the road is completed as aforesaid then the bonds are to be null and void and of no effect. No bonds are to be issued unless the company agrees to this arrangement; and we have it directly from the company that they are willing to make such a contract—in fact, we know that the company consented to have these express conditions published in the notice of election, but the legal advisers of the county considered it unnecessary to embody it in the notice of election, as it would be a part of the contract between the County Commissioners and the Railroad Company. The County Commissioners are not *required* to issue these bonds, but are only authorized to issue them; and they will not be issued except on the foregoing conditions.

We are free to say that no one in our recent legislature fought "road-bed" bills more energetically than we did, and we are of the same opinion still and it is with a full understanding of all the premises that we advocate voting for bonds on the 27th inst., because we know that the Company will enter into bonds with the County Commissioners to finish the road in eighteen months, in every respect equal to the first class roads of the United States. By issuing bonds on completion of ten miles of road bed, we enable the Company to give these bonds as collateral security for the payment of iron wherewith to lay the track The accommodation being mutual on both sides, and amply secured by the bonds of the Company. We have too much confidence in the integrity of our Commissioners to credit for a moment that they would curse the county with a debt of $200,000 for a *road bed*. We, for one, will see that no bonds of the county are issued unless the guaranty of the Railroad Company is given in return, and we say this because the company stands ready and willing to give such guaranty as soon as we are ready to receive it.

We hope every well wisher of the county will set his neighbors right on this subject, and can assure them that, with the exception of the N. Y. Central R. R. Co.'s road, the B. & M. Co. own an unbroken line of Railroad from the Atlantic to the Missouri river and it is their intention to push work westward until their line reaches the Pacific by the shortest and consequently the cheapest route.

Messrs. Rounds & James, of Chicago, have commenced proceedings against "Brick" Pomeroy as surety for the material upon which was printed the ruffian-on-the-border concern at Council Bluffs, known as the Democrat.

"VANDIVER."

The King of Corn Planters.

The best and most reliable in use, it has advantages over all others which we *guarantee* most positively:

It is lighter of draft, having gang wheels forward allowing the tongue to play in the neck-yoke, causing no weight on the horses neck, though the heaviest man ride as operator, it works free on the hinges so as to accommodate itself to all unevenness of the ground, has a wide opening at the heel of the runners allowing the corn to scatter in the hill, with small plow attachment, *actually covering the corn*, it is supplied with a flexible cut off which performs the work without injuring the grain, also drill and sod attachment extra. It is undoubtedly the most perfect Corn Planter in use, we fully warrant it in every particular. Farmers call and see the machine, and we also refer you to those who used them in this vicinity last season.

CLARK & PLUMMER, Ag'ts.

March 18w4.

A fine opportunity for all who wish to improve their lots by setting out fruits, shrubbery and flower roots, is offered by the advertisement of the Northwestern Nurseries. Mr. Shearman, the proprietor, has had twenty years' experience in raising fruit in the northwest, and everything which he sends out may be relied on as being perfectly hardy and well adapted to this climate. Mr. S. M. Tracy is now in the city, and will receive orders for anything which may be wanted for the coming spring.

ELECTION NOTICE.

NOTICE is hereby given that an election will be held at the usual places of holding election in the several precincts of Cass county, Nebraska, on

SATURDAY, the 27th day of March, 1869,

for the purpose of submitting to the legal voters of said county the proposition to issue the Bonds of said county to the

Burlington & Missouri River Railroad Company,

to the amount of Two Hundred Thousand Dollars, to be used in the construction of a Railroad to be built by said Burlington & Missouri River Railroad Company through Cass county westward, commencing at a point on the Missouri River within said county Said Bonds to be issued as follows, to-wit: Forty (40) per cent, to be issued on the completion of the first ten (10) miles of the road-bed of said Railroad, to be built and completed by said Company through Cass county as aforesaid; and an additional Forty (40) per cent. of said bonds to be issued upon the completion of the second ten (10) miles of said road-bed as aforesaid; and the remaining Twenty (20) per cent. of said bonds to be issued when the said road bed is completed to the west line of said Cass county.

Said Bonds to run not less than 20 nor more than 30 years from the date of their issuance with interest payable annually at the rate of ten per cent. per annum.

Said Bonds and interest to be payable at the office of the County Treasurer of Cass county, as follows, to-wit: One-tenth of said Bonds to be payable in twenty-one years from the time they are issued, and one tenth to be payable each year thereafter until the whole amount of said Bonds are paid in full

The proposition will also be submitted to said voters at said election to authorize and require the county commissioners of said county to levy an annual tax to pay the interest on said bonds, and after the expiration of twenty years from the time of issuing said bonds to levy annually, until said bonds are paid, an additional tax sufficient to pay one tenth part of said bonds, and to apply the same to the payment thereof. The question submitted to the voters at said election will be: "For bonds and tax, yes;" "For bonds and tax, no."

Which election will be opened at 9 o'clock in the morning and continue open until 6 o'clock in the afternoon of same day.

By order of the County Commissioners this 2d day of March A D 1869.

B. SPURLOCK,
County Clerk Cass county, Neb.

March 4, 1869 w4

Fruit and Ornamental TREES, GRAPES, SHRUBS & PLANTS

ROSES, VINES,
Greenhouse Bedding and Plants,
BULBS, &C.

Cultivated and for sale at the

Rockford Nurseries,

ROCKFORD, ILLINOIS.

For Catlogue, Price List and other information address,

J. S. SHEARMAN,
Proprietor.

March 18, 1869

Probate Notice.

Whereas Mrs. Elizabeth Smith has made application for an administration in the estate of George Snider, late of Cass county, Nebraska, deceased. Now then the Court has appointed the 13th day of April, at 10 o'clock a. m., 1869, of that day, to hear and determine the same. All persons interested will appear at the Probate Court in the city of Plattsmouth, on that day

W. D GAGE, Probate Judge.

March 15, 1869—mar18w3

NOTICE

To the Qualified Voters of Plattsmouth city, Cass county, Nebraska:

There will be a session of the registrars at the store of W. D. Gage, in Plattsmouth city, Cass county, Nebraska, on Thursday and Friday, 1st and 2d days, of April, 1869, for the purpose of correcting the List of Legal Voters for the City Election, to be held on Monday, the 5th day of April, 1869 All persons interested will appear before the Board upon those days.

WM. D. GAGE,
SAM. M. CHAPMAN,

March 18, 1869.

Petition for Sale of Land

In the matter of the Estate of Ephraim Colow, deceased.

Galamus McCarty, Administrator of the Estate of Ephraim Colow, deceased, vs. The heirs and others.

Be it remembered that on the 12th day of March A. D. 1869, the application and petition of Galamis McCarty, Administrator of the Estate of Ephraim Colow, deceased, for a license to sell the real estate of the said deceased, situate in Cass county, Nebraska, came on to be heard before his honor Geo. B. Lake, and the Court being fully advised in the premises.

It is hereby ordered that all persons interested in the estate of Ephraim Colow, deceased, appear before me at my chambers, on Friday, May the 7th 1869, at 10 o'clock a. m of said day, at Omaha City, Nebraska, to show cause why a license should not be granted to the Administrator applying therefor, to sell the real estate of the said Ephraim Colow, deceased, situate in said Cass county, Nebraska.

And it is hereby ordered that a copy of the be order be published in the *Nebraska Herald*, a weekly newspaper, for four consecutive weeks, the last insertion being complete at least fourteen days before the seventh day of May, 1869.

By the Court,

GEO. B. LAKE, Judge.

March 16th, 1869.
By Maxwell & Chapman, Att'ys for Petitioner [18w4

Petition for Sale of Land

In the matter of the Estate of Samuel I. Smith, deceased.

Elizabeth Smith Administratrix of the Estate of Samuel I. Smith, deceased, vs. J. Kibbins Smith, W. Floyd Smith, and Anna E. Smith, who are minor heirs of Samuel I. Smith, deceased, and Samuel McWherry, their guardian.

Be it remembered that on the 12th day of March A. D. 1869, the application and petition of Elizabeth Smith, administratrix of the estate of Samuel I. Smith, deceased, for a license to sell the real estate of the said deceased, situate in Cass county, Nebraska, came on to be heard before his honor George B. Lake, and the Court being fully advised in the Premises.

It is hereby ordered that all persons interested in the estate of Samuel I. Smith, deceased, appear before me on the 7th day of May, 1869, at 10 o'clock of said day, at my chambers in Omaha, Douglas county, Nebraska, to show cause why a license should not be granted to the administratrix applying therefor, to sell the real estate of the said deceased, situated in said Cass county, Nebraska.

And it is hereby ordered that a copy of the above order be published in the *Nebraska Herald*, a weekly newspaper, for four consecutive weeks, the last insertion being complete at least fourteen days before the seventh of May, 1869.

By the Court,

GEO. B. LAKE, Judge.

March 16th, 1869.
By Maxwell & Chapman, att'ys for Petitioner 18w4

Legal Notice.

In the District Court of the 2d Judicial District in and for Cass county, in the State of Nebraska.

Alvin B. Daniels, vs. Theodore Williams. } Notice

The defendant, Theodore Williams, will take notice that on the 13th day of March A. D 1869, the plaintiff, Alvin B. Daniels, filed his petition in said Court in the above entitled cause. The object and prayer of said petition being to obtain payment of a certain promissory note, executed and delivered by you to one H. H. Oberheizer, on the 13th day of August A. D. 1858, and since sold, assigned and transferred to the said plaintiff, and delivered on the 17th day of December, A. D. 1868, for the sum of Two Hundred and Eighty Dollars, with interest thereon from the time it became due, (August 13th, A. D. 1859.) at the rate of forty per cent. per annum until paid; and in default of the payment of said sum of money due on said note, to have a certain tract of land mortgaged by you to secure payment of said promissory note, sold according to law, and the proceeds of said sale applied to the payment said note and interest, and any interest for, or any person claiming under you, be forever foreclosed and barred.

Which said real estate is described as follows, to-wit. The southwest quarter (¼) of section nineteen (19), township No. twelve (12), north of range twelve (12), east of the 6 P. M., lying and being in Cass county, Nebraska.

And you are required to appear in the above named District Court on the 13th day of April next, to answer the petition herein, or the same will be taken as true and judgment rendered accordingly.

ALVIN B. DANIELS.
By S. F. COOPER, Att'y for Pl'ff.

Plattsmouth, March 13, 1869.

Ordered published in the NEBRASKA HERALD for four consecutive weeks.

WILLIAM L. WELLS,
Clerk of Dist. Court.

mar18w4

CHANCERY SALE.

Rose Ann Decker vs Daniel M. Rainey & Mary E Rainey. } In Chancery

In pursuance and by virtue of a decretal order to me directed from the office of the Clerk of the District Court of the 2d Judicial District of Nebraska, within and for Cass county, bearing date on the 28th day of June, 1867, being the special June Term of said Court, I, the subscriber, Master in Chancery for said Court, will for offer sale at public auction, to the highest and best bidder, for cash, in front of the Court House in the city of Plattsmouth, Cass county, Nebraska, on

Saturday, the 17th day of April, 1869,

at 1 o'clock p. m. of said day, the following described real estate, to-wit; Lot No twelve (12) in block No. thirty-three (33), as the same is designated upon the published and recorded plat of the city of Plattsmouth, Nebraska. Together with all and singular the improvements, hereditaments and appurtenances thereunto belonging, to be sold as the property of the defendant above named, to satisfy said decree, the amount of which is Five Hundred and Sixty-six and 20-100 Dollars, with interest from the date of said decree, at the rate of ten per cent per annum, together with costs of suit and sale.

SAM. M. CHAPMAN,
Master in Chancery.

march18w5

CHANCERY SALE.

Sarah Everett, vs. Frances Guillon, } In Chancery

In pursuance and by virtue of a decretal order to me directed from the office of the Clerk of the District Court of the 2d Judicial District of Nebraska, within and for Cass county, bearing date on the 5th day of June, 1861, being the June Term of said Court, I, the subscriber, Master in Chancery for said Court, will offer for sale at public auction, to the highest and best bidder, for cash, in front of the Court House in the city of Plattsmouth, Cass county, Nebraska, on

Saturday, the 17th day of April, 1869,

at 1 o'clock p. m., of said day, the following described real estate, to-wit: The northeast quarter (¼) of section No twenty-seven (27), in township No twelve (12) north of range No twelve (12), east of the 6th P. M. in Nebraska, containing one hundred and sixty acres, more or less, together with all and singular, the improvements, hereditaments, and appurtenances thereunto belonging, to be sold as the property of the defendant above named, to satisfy said decree, the amount of which is Three Hundred and Forty-nine and 33-100 dollars, and interest on the same from date of said decree, at the rate of ten per cent. per annum, together with cost of suit and sale.

SAM. M. CHAPMAN,
Master in Chancery.

March18w5

Legal Notice

In District Court 2d District in and for Cass county, Nebraska.

Thomas B. Gordon vs. A. H. Townsend } A. H. Townsend, defendant,

will please take notice that Thomas B. Gordon, plaintiff, has filed a motion to revive in the above entitled action before his Honor Geo. B Lake, Judge of said Court, and that upon such motion his Honor Geo. B. Lake, Judge of said Court, has in vacation made an order dated March 1st, A. D. 1869, that the said A. H. Townsend, show cause on the twelfth day of April, A D 1869, before said District Court of the 2d District of the State of Nebraska, within and for Cass county, (at which time the said Court will be in session) why the judgment heretofore recovered in the District Court of the 1st District of the Territory of Nebraska, within and for Cass county at its adjourned April Term (held June 4th, A D 1861) by the said Thomas B. Gordon against the said A. H. Townsend for $351 06 damages and $9 20 costs of suit should not be revived, which said order has been filed with the Clerk of said Court in and for said Cass county.

Defendant will take notice that unless he appear and show cause in the premises the said judgment will be revived in favor of the said Thomas B. Gordon against the said A. H. Townsend.

THOMAS B. GORDON,
By WILLIAM W. ERWIN, his Attorney.

mar11w4

SHERIFF'S SALE

A. Carmichael vs. John Ingraham } Execution.

Notice is hereby given that I will offer for sale at public auction at the front door of the Court House in Plattsmouth, Cass county, Nebraska, on Saturday the 10th day of April, A. D. 1869, at two o'clock p. m. of said day, all the right, title, and interest of the said defendant, John Ingraham, in and to the following real estate, to-wit: Lot one (1) in Block No. eight (8) in the town of Kenosha, Cass county, Nebraska, appraised at thirty dollars, taken as the property of John Ingraham on an execution in favor of A. Carmichael issued by the Clerk of the District Court, of the said county of Cass, Nebraska, and to me directed as Sheriff of said county.

Given under my hand this the 9th day of March, A. D. 1869.

J. W JOHNSON,
Sheriff Cass county, Neb.

mar11w5]

LEGAL NOTICE.

In District Court 2d Judicial District within and for Cass county, Nebraska.

William Dorrough vs. Adeline Dorrough. } Notice:

Adeline Dorrough, non-resident defendant, will take notice that William Dorrough, on the fifth day of March, 1869, filed his petition in the office of the Clerk of the District Court within and for Cass county, Neb., setting forth that you have wilfully absented yourself and have wilfully abandoned him for more than three years last past without any good cause, and praying that on the final hearing of this cause he may obtain a decree of divorce from you.

You are required to answer said petition on or before the 19th day of April, 1869.

WILLIAM DORROUGH.
By MAXWELL & CHAPMAN, Att'y for plaintiff

march11w4.

Attachment Notice

William Herold, against O F O'Dell } Probate Court in and for Cass county, Nebraska.

To O F O'Dell, defendant.

You are hereby notified that an order of attachment was issued in the above entitled cause on the 3d day of March A D 1869, by William D Gage, Probate Judge in and for said county, for the sum of Nineteen and 45-100 Dollars, and that the same has been levied upon as personal property belonging to you in Cass county, Nebraska, one Cottonwood Frame House, known as the O'Dell grocery, situated on the levy in the town of Kenosha, Cass county, Nebraska, and that trial is set for Tuesday the 11th day of May, A. D. 1869 at 10 o'clock a. m., at which time judgment will be rendered against you if you do not appear and show cause to contrary.

Dated March 3d, 1869

WILLIAM HEROLD
By MAXWELL & CHAPMAN, his Att'ys [mar11w4

Legal Notice.

Samuel Edenfield, of the State of Iowa, will take notice that William W Gullion, of the county of Cass, in the State of Nebraska, did on the 27th day of February, A D 1869, file his petition in the District Court of the 2d Judicial District of the State of Nebraska, in and for Cass county, against the said Samuel Edenfield, defendant, setting forth that on the 18th day of March, 1862, the said defendant gave his bond in writing, wherein he agreed to convey to the said Gullion the following described premises situate in Cass county, Nebraska, to-wit: the undivided one half of the west half of the northeast quarter of section twenty-two (22), and the undivided one-half of the northwest quarter of the southwest quarter of section twenty two, in township No twelve (12), north of range No 11, east of the 6th P M in Cass county, Nebraska, that defendant has failed and refuses to deed or convey the same, though plaintiff has performed his part of the agreement, and praying that the Court may order the said defendant to make a deed to the said plaintiff for said described premises.

And the said Samuel Edenfield is notified that he is required to appear and answer said petition on or before Monday the 12th day of April, 1869

WM W GULLION
By T M MARQUETT, his Att'y mar4w4

A Water Power Saw-Mill for Sale.

Owing to bad health I offer for sale my Saw-Mill with 77 acres of land, known as the

GLENDALE MILL PROPERTY.

Said property lies 12 miles west of Plattsmouth Cass county, Nebraska, on Cedar Creek, and within half a mile of the B & M R R line, in the best settlement on the Platte river, has thirty feet head, and one of the celebrated Voyce Water Wheels For information call at my residence, eight miles west of Plattsmouth, or address

P T BEAVER,
Plattsmouth, Neb

Feb25:f

Saint Louis & Omaha Tri-Weekly Packet Line.

The above line of Steamers will leave Plattsmouth every other day throughout the entire season connecting at Plattsmouth with the Burlington & Missouri River Railroad for the east, north and south, and at the following points with railroad connections, Council Bluffs, Omaha, St. Joseph, Leavenworth and Kansas City. For freight or passage apply at our office.

mar11 SIMPSON & MICKELWAIT, Agents.

COOK, COBURN & CO.

Advertising Agents, Chicago.

Are authorized to receive Advertisements for this paper, at our lowest rates, and are Agents for all Newspapers in the U. S. and Territories.

ADVERTISE