THE HERALD.

PLATTSMOUTH, NEBRASKA.

THURSDAY, JANUARY 2, 1873.

J. A. MACMURPHY.....EDITOR.

Official Directory.

CONGRESSIONAL.

J. W. Tipton, Brownville,	U. S. Senator.
P. W. Hitchcock, Omaha,	U. S Senator.
John Taffe, Omaha,	Representative.

EXECUTIVE.

William H. James, Lincoln,	Act. Governor.
William H. James, Lincoln,	Sec. of State.
John Gillespie, Lincoln,	Auditor.
H. A. Koenig, Columbus,	Treasurer.
G. H. Roberts, Omaha,	Attorney General.
J. M. McKenzie, Linc ln,	Supt. Pub. Instruc'n

JUDICIARY.

G. P. Mason, Nebraska City,	Chief Justice.
George B. Lake, Omaha, / L. Crounse, Ft. Calhoun	Associate Justices.

CORRESPONDENCE

From all parts of the State and country respectfully solicited for the HERALD.

We do not read anonymous letters and communications. The name and address of the writer are in all cases indispensable, as a guaranty of good faith.

SUBSCRIBERS

Are requested to notify the office if the paper is not delivered promptly.

SEE OUR SPLENDID CLUB LIST.

We call attention to the splendid Club List offered. It is our desire to place before the people of Cass Co. every opportunity for information and instruction. To all those who wish to take any of the publications mentioned below we offer them a the following low rates:

Harper's Magazine	and Herald one year	$4 75
" Weekly	" " " "	4 75
" Bazar	" " " "	4 75
Leslie's Ills. News'per	" " " "	4 75
Chimney Corner	" " " "	4 75
Scribner's Monthly	" " " "	4 75
Wood's house'd Mag.	" " " "	2 50
Leslie's Ladies Mag.	" " " "	4 50
Peters' Mus. Monthly	" " " "	4 00
Atlantic Monthly	" " " "	5 00
Prairie Farmer	" " " "	3 00
Chicago Inter-ocean	" " " "	3 00
Spirit of the Times	" " " "	6 25
Turf, Field & Farm	" " " "	6 00
New York Times	" " " "	3 00
" " World	" " " "	3 00
" " Tribune	" " " "	3 00
" " Ledger	" " " "	4 00
" " Weekly	" " " "	4 00
Rural New Yorker	" " " "	4 00
Toledo Blade	" " " "	3 00
What Next? (chromo)	" " " "	2 50
Phren. Journal	" " " "	3 50

Of course these terms are understood to be strictly cash in advance. All taking advantage of this clubbing list will receive the HERALD from now till the first of January *free*, so the sooner you come the more you will get for your money.

To those owing back subscriptions on the HERALD we make the following offer to continue from now until the first of January.

To any who will pay us two years subscription, that is, their back subscription, and one year in advance we will give a handsome chromo, a picture worth two dollars, called. The *Easter Cross*. Ir is across encircled by a wreath of flowers-colored. Or, if they prefer it, Woods Pocket Magnifier, being a magnifying glass uitable to slip in the pocket, worth $2.50.

To any one paying two year's subscription as above stated and seventy-five cents in addition we will give The Globe Microscope worth $3 50 or a gold pen with silver case worth the same price.

We make the above liberal offers because we are very anxious to collect in our subscription list and start on an entirely cash basis, which we shall endeavor to make our rule hereafter.

A Splendid Chance.

We will send the HERALD and Demorests' Monthly, which is $3 for one year, to any person who pays us $3.50

In addition to both Periodicals at the price named, a choice from a list of extraordinary Premiums is given to each subscriber to Demorest's Monthly. Among these are a fine pair of Chromo Pictures (Falls of Niagara and Yosemite Falls), worth $10; or a good Stereoscope with a series of views; besides numerous other valuable premiums worth from two to ten dollars each.

The best boys' and girls' magazine, and the NEBRASKA HERALD at greatly reduced rates. We will send NEBRASKA HERALD and DEMOREST'S YOUNG AMERICA, which is $1 00 for one year, to any person who pays us $2.50. Demorest's Young America is always sparkling with entertaining Stories, Poems, Music, Puzzles, Games, Travels, and other pleasant features is profusely illustrated, and cannot fail to amuse, instruct and elevate, and assist to make the lives of youthful Americans useful, truthful and happy.

ONE WORD TO OUR PATRONS.

With this issue commences the new year, 1873. The Editor is absent, and has been for the past three weeks, during which time the paper has had no attention from any one in an editorial capacity, which will fully account for its deficiency in quantity and quality of original matter. We have been holding back and waiting, expecting "TipTop" every train for the last several days; and now, just as we are ready to issue, comes a letter from him saying he has been detained, &c., but will be home in a day or two, much improved in health and spirits, ready to again make the old HERALD a live paper. Now, friends, you see how it is, and we crave your indulgence for this once, wishing you all a happy and prosperous new year, and many returns of the same.

COAL IN NEBRASKA.

From time to time in various portions of the State coal discoveries have been announced, but in each instance time has proven the supposed discoveries worthless. The latest announcement of a new valuable coal vein comes from Butler county. The coal is represented as three to four feet in thickness. We should rejoice should this report prove true, but until confirmed, by convincing proof, we must confess that our faith in this newly discovered coal is not very strong.

We believe in Nebraska coal but are of the opinion that it will only be found by boring into the bowels of the earth several hundred feet, at considerable labor and expense. We trust that 1873 will see this important problem solved for our State.

Colorado.

The House committee on territories have unanimously agreed to report a bill favorable to the admission of Colorado as a State into the Union. The bill is to authorize Colorado to frame a State Constitution upon which to ask admission, and acknowledging her right to such admission when she applies.—The population of the Territory in round numbers, is now about one hundred thousand. The unanimity of the report probably insures the passage of the bill at an early day.

Editorial Correspondence.

LETTER FROM TIP-TOP.

OCONOMOWOC, Wis., December 30, 1872.

Here we are, in one of the handsomest villages in the State. The main street is built between two lakes which come upto the back doors of some of the houses and touch the gardens of nearly all of them. It must be very beautiful in summer about here. In fact the town is quite a watering place. Many fine rides and drives are hereabout, a miniature steamer plies on the lakes, and nearly everybody has a boat of some sort instead of a horse, which in summer comes very handy. Just now boating is rather under weather, that is under the snow. It has been fearfully cold up here; they do tell of the thermometer going down to 34° some days last week, and if the thing had been longer the weather would have been colder.

We have just been out to Mr. T. C. Dousman's farm, cheese factory, and trout pond, about eight miles from here. Fifty odd fine cows are handsomely stabled in the basement apartments of the huge barn; each cow has a stall for her own use, and a fine clean, floor to sleep on. The curd from the cheese factory is fed to the fishes and the fishes are fed to the *elite* of Milwaukee and Chicago. If you think this is rather a fish story, I beg leave to inform you that it is solid fact, and the trout costs seventy-five cents a pound. The cheese is less per pound but more in bulk. One cheese will last longer than several trout, you know.

I have seen heaps of queer things and got a pocket full of notes about farming, stock-feeding, city-building, country-making, and all sorts of things which shall be dished up for the readers of the HERALD in due season, and a meal at a time—same as the trout are.

Next week we shall be home, and after all, we still say—long live Nebraska and the HERALD.

TIP-TOP.

Our Glendale Letter.

GLENDALE, Neb., Dec. 26, 1872.

ED. HERALD:—Are you tired out, waiting for the next letter, telling you how the Bible question, or debate resulted? If so, tire no longer, for the agony is long since over. The question was reconsidered again and again, until finally it appeared thusly:

Resolved, That the Bible should not be read, taught and explained, in our public schools.

Thus, placing the negative in the affirmative, this added to a failure of part of the Bible force to put in an appearance, gave the Bible opponents the verdict.

Since then we have done the business for "Nature and Art."—art ahead—although there were some very natural arguments; and also the Railroad Bond question; on this question, after the debate, the judges retired into open air, and it being a decidedly cool night, soon agreed not to vote bonds, because railroads use up so much fuel, and we are in danger of getting our ears frozen these frosty mornings going down to the station for a ride to the *hub*—(of Cass).

To-morrow eve. we are to decide which a man will strive hardest for, "Wealth or Honor." We are to be there, and wish you might be, to give us a lift on "Honor bright," for an editor should know all about the article, that being his *coal* reward, for emptying his brain pan.

Well, our Lyceum is a success; our "paper," a semi-monthly, has twice made its appearance, under the very touching name of "The Young Innocent." It is very ably edited and published by Geo. W. Bouton & Co. And as for our essays, select reading, &c., &c., they are certainly deserving of credit, for a country town.

We feel for Plattsmouth, but can't reach it, *i. e.* over the loss of their "Old Folks Club." We have as yet failed to see the obituary. Why is this thus?—Was it not oldenough? Ah! me! If we could but wield the poets pen, and indite a mournful *hic jacet*, &c.; but this cannot be, so we will return from the clouds, and for this time bid you and yours good night. ESC.

Harvard's Honor to President Grant.

President Eliot, of Harvard College, recently sent the following letter to President Grant, with his diploma as Doctor of Laws:

HARVARD UNIVERSITY, CAMBRIDGE, MASS., 26th November, 1872.

Ulysses S. Grant, President of the United States:

SIR:—I have the honor to transmit herewith the diploma of the degree of Doctor of Laws, which was conferred upon you by this University at the Commencement in June last, in recognition of your distinguished public services, both in war and peace—in war, in preserving the integrity of the national territory and the national institutions—in peace, in strengthening the national credit, lightening the public burdens, reforming the civil service, and settling by arbitration grave disputes of long standing between this country and Great Britain. I am, with profound respect, your obedient servant,

CHARLES W. ELLIOT, President.

President Grant has acknowledged its receipt as follows:

EXECUTIVE MANSION, WASHINGTON, D. C., Nov 30, 1872.

Charles W. Eliot, Esq., President of Harvard University:

DEAR SIR:—Your very kind and complimentary letter of the 26th inst., with the diploma conferring on me the degree of Doctor of Laws by Harvard University, is just received. Permit me to thank the Faculty of Harvard, through you, for this mark of their appraval of my efforts to serve our beloved country, both in time of war and in time of peace. It will be my effort to continue to deserve that confidence.

Be assured that I shall ever hold in high esteem the parchment and your letter accompanying it, as marked testimonials of that approval.

With great respect, your obedient Servant, U. S. GRANT.

A GRAND GIFT CONCERT

For the Purpose of Aiding a Board of Trustees to Erect a Masonic Temple at Omaha---The Masonic Fraternity Utterly and Unequivocally Repudiate any Connection With it, as Un-Masonic and Fraudulent.

MASONIC HALL, OMAHA NEB., December 27, 1872.

To whom it may Concern:

WARNING.—The undersigned officers of the various Masonic Bodies of this city desire to warn the Fraternity and the public, both at home and abroad, against a lottery scheme under the name and style of "A Grand Gift Concert for the purpose of aiding a board of trustees to erect a Masonic Temple at Omaha," and to state that the same has been inaugurated and is now being carried on without the sanction or consent of any of the Masonic Bodies of this city or State:

That lotteries, and gift enterprises, being contrary to the principles of Masonry are strictly forbidden by special resolutions of the Grand Lodge of Nebraska, and that the proprietors of the above-named scheme are making use of the Masonic name for their gain, without permission or authority of any Masonic body.

They also desire to state to the Fraternity and to the public, that there is no such thing in existence as a board of trustees for the Masonic Temple Guild; that the so called board of trustees, if existing, is a self-constituted board, and is wholly unauthorized to receive any money on behalf of the Masonic Guild or Fraternity of this city.

They therefore most earnestly condemn the entire scheme as unwarranted, and wholly unworthy of confidence or support, and they take this method of warning the members of the Fraternity and the public everywhere, against having anything to do with it, and of exonerating the Masonic Fraternity in this city, and State, from the odium attached to lotteries, gift enterprises, and other like immoral and unmasonic practices.

They also most earnestly request, as a special favor to the masonic Fraternity of this city, that every newspaper in the United States will publish the above and that all *Masters of Masonic Lodges, High Priests of Chapters, and Eminent Commanders of Commandaries of Knights Templar*, everywhere, will cause the same to be read to their respective Bodies, in order that the Fraternity and the public may not be beguiled into countenancing supporting, or placing any confidence in the above named lottery scheme, as being *in any manner* connected with, or approved of by the Masonic Fraternity, or any Masonic Body of this city or State.

A. ATKINSON, Master of Capitol Lodge No. 3 A. F. & A. M.

C. F. CATLIN, Master of Covert Lodge No. 11 A. F. & A. M.

C. F. GOODMAN, High Priest Omaha Chapter No. 1, Royal Arch Masons.

By order of the Commander of Mount Cavalry Commandery No. 1 K. T.

THOMAS SWOBE, Recorder.

The Council Bluffs Daily *Republican* has been compelled to suspend, and expresses himself thusly in his last issue. We know just how you feel, old boy:

Holaday---His Malediction.

Our ups and downs are numerous.—We are full of tossings to and fro.

Cursed is the man who has failed to pay his subscription to us promptly.

Daily newspapers are, after all, the great inviting field for men of thought. It is greater than the lecturing field, though both of them are enlarging with astonishing speed—yet we have not enlarged lately.

How are the mighty fallen.

Cursed is the man who smiles when it is said that the Daily *Republican* is no more.

Cursed is the widow who wears $15 worth of false hair, and yet has refused to entertain her male callers by reading to them the jokes that have appeared in this paper.

We have got the epizootic.

Cursed is the woman who shall scornfully laugh at the fate of this paper, or speak disrespectfully of its size.

Cursed are the merchants who have not advertised in this paper.

Cursed is the postmaster who has failed to recommend this paper to those who inquired of him about his club rates.

Cursed is the man whose dead advertisement has appeared from time to time in this paper.

Cursed is the young man whose education is on a scale that is too low to appreciate the articles that have appeared herein.

Here is consolation. We have worked on this paper with the energy of a tiger and the patience of an elephant. We are serene.

Cursed is the young woman who has been too busy at the sociables to read the gems of thought which have shone on the pages of this paper.

Cursed are the lawyers and type founders that have ever doubted the permanency of this little paper.

There are many great writers in this country who have gone into the editorial calling, not so much from a love of money as from a desire to find a sphere for the expansion of their god like faculties. Such is our experience.

MILFORD AND RAILROADS.

The following sharp retort of the York *Monitor* on the Milford *Record*, so clearly demonstrates the result, to any community or locality, of the anti-bond policy, in reference to railroads, that we clip the article entire for the benefit of any anti-bond men we may have in Cass county.

The Milford *Record*, in referring to railroad matters in York county says, that in case the M. P. goes north of York county, an excellent route would be left open for another and perhaps a better company to construct a road from Lincoln to Grand Island, via York, and that this route will not remain unnoticed by railroad builders! We agree with Bro. Culver, exactly, that the route will be left open—till dooms day!—and that railroad builders will notice us as a people left behind in the march of civilization and progress. The *Record* then says: "Patience, and a little more independence at this juncture, may be a few dollars in the pockets of York county citizens." Now, we wish only to call attention to the result of the patience and Independence of the Milford people in regard to railroad matters. Milford, they thought, was a natural point for a railroad, and they felt sure they would get the road any how. But two roads have already avoided that "natural point." And where is Milford to-day? The county seat has deserted it. Some of its best citizens have followed it.—Others have sold out and moved to districts already favored with a railroad, or are likely to get one. Milford stands before us a striking example of the inevitable result of the suicidal anti-bond policy.

From the Chicago Post.

Important Decision in the United States Courts.

Some weeks ago, in the United States District Court, Judge Blodgett overruled the motion for the dissolution of the injunction against Fredericka Brandt restraining her from collecting the rents of her real estate in the matter of the masculine Brandt's bankruptcy. From this decision an appeal was taken by way of petition for review, by Mrs. Brandt's counsel, to the United States Circuit Court. Judge Drummond was asked to reverse the decision of Judge Blodgett, because the counsel assigned it as an error. The question involved in the decision is whether real estate held by married women conveyed by the husband to a third party, and by the latter to the wife, the husband being solvent at the time, exempts said real estate from the lien of the creditors, when the husband becomes a bankrupt. The lawyers on either side entered into elaborate argument, and cited numerous authorities. Judge Drummond, in deciding, sustained the point made by the counsel for the creditors, which held that, in a construction of the statute and the rules of the common law together, the wife could not hold the income of the estate as her separate property. He, however, sustained the last point made by the counsel for the petitioner, which was as follows:

Even if the Court should hold that this the separate property of the wife, where creditors are asking the Court to subject the income of the wife's property to the husband's debts, the Court should order a reference to ascertain whether any provision has been made for the maintenance of the wife and family, and, if not, then the Court should make such provision out of this income, on the principle that where a party is seeking equity he should first do equity.

The Court directed a reference after adjudication in bankruptcy to ascertain the value of the income, that suitable provision might be made for the wife and family, and modification of the injunction granted.

Nepotism.

The Ottumwa *Courier* says that a Democratic candidate running for Justice of the Peace not more than a thousand miles from Ottumwa, was interrogated the day before the election by one of his prospective constituents as follows; "If you are elected Justice of the Peace and a case of Nepotism is brought before you, what would you do sir?" The answer came promptly, "Fine the fellow five dollars and make him marry the girl."

The attempt to connect Sennator Wilson's name with the credit mobilier business has only placed his scrupulous integrity in a stronger light. He was offered the shares but at once declined them assigning as the conclusive reason that he was not prepared to buy. They were then, without his consent, entered in his wife's name, but, upon reflection, he went to Mr. Ames and insisted upon their being withdrawn, which was done. Though long and celebrated in public life, Mr. Wilson is not rich, and when his simple and frugal and industrious life is remembered, the fact is his crown of honor.—*St. Louis Globe.*

Buffalo Bill Resigns.

ST. LOUIS, MO., Dec. 24, 1872.

To the voters of the 26th Judicial District of Nebraska:

GENTLEMEN: Though I took no part in the canvass at the recent election, and remained attentive only to my duties as a United States scout, you did me the honor to elect me to a seat in the Nebraska Legislature. It was not my expectation to be elected, and you know as well as I how bitterly all papers in the interest of the now and then dominant party opposed every Democrat, and I fall as bitterly as the rest. But to the point. Before this election I had made an engagement, which I am bound by honor to keep. That engagement will keep me out of the State this winter. Therefore, I have but one alternative.—It is to gratefully thank you for your past kindness, and to resign to you, and to the legislature the gift so kindly offered, a seat in that body. I am not a politician, and have no desire to be so considered.

Ready still, as I ever have been, to serve my country in the field whenever needed.

I am most respectful yours,
W. F. CODY,
Buffalo Bill.

SPECIAL ELECTION.

Notice is hereby given that an election will be held in the several precincts of Cass county, Nebraska, at the usual places of holding elections, on Saturday the 25th day of January A. D. 1873, for the purpose of voting on the following proposition, viz:

At a session of the Board of County Commissioners of Cass county, held at Plattsmouth, in said county on the 18th day of December A. D., 1872, it was, by said Board resolved, that the following propositions be submitted to the electors of Cass county, Nebraska. "Shall the county of Cass, in the State of Nebraska, issue and give to the St. Louis and Nebraska Trunk Rail Road Company, their successors or assigns, one hundred and thirty thousand dollars of her coupon bonds, in aid of the construction of the St. Louis and Nebraska Trunk Rail Road through said Cass county, from some point on the south line of said county, in a northerly direction, and passing through the corporate limits of the city of Plattsmouth, and shall establish and maintain a passenger and freight depot therein, at which all trains shall stop, and shall make a connection with the Union Pacific Rail Road at or near Omaha, and securing to Cass county a direct connection with northern Nebraska, and a direct southern connection to St. Louis through the state of Nebraska; said bonds to be issued and dated, June 1st, 1873, and bearing interest at the rate of ten per cent per annum, the principal and interest payable in the city of New York, the interest payable semi-annually, on the first day of June, and the 1st day of December, of each year, and the principal payable twenty years from their date; said bonds, when so issued, shall be deposited with Jacob Vallery, Jr., M. L. White, and Isaac Wiles, to be held in trust for said Railroad Company, and to be delivered to said company, so constructing a first class western railroad upon the following terms and conditions, to-wit:

Sixty-five thousand dollars of said bonds shall be by said trustees delivered to said company, when they shall have located, graded and bridged the line of their road bed through Cass County and the same shall have been so certified to said trustees under oath of the Chief Engineer of said Company; provided, however, that said trustees, upon the completion of any ten consecutive miles of grading and bridging, in Cass County may deliver a portion of said sixty five thousand dollars of bonds, not exceeding at the rate of three thousand dollars per mile of bonds on such completed work, for the purpose of securing more speedily the construction of said Railroad. And the remaining or last sixty-five thousand dollars of Bonds shall be due and delivered by the said trustees to said Railroad Company, when the ties and iron have been laid, and the road fully completed and ready for operating the same, in connection with other roads giving a continuous Railroad from the south line of Cass county, north to Omaha, and it is hereby provided, that all matured interest coupons of said bonds before they are due and delivered to said Company constructing said Railroad, shall revert to the County of Cass and be detached by said Trustees before the delivery of said bonds. And any of said bonds not due and delivered to said Comp[illegible] the terms of this propositi[illegible] the 30th day of June [illegible] shall in like manner re[illegible] ty.

Also shall the c[illegible] State of Nebraska [illegible] Weeping Water and [illegible] road Company, their [illegible] signs, to aid the cons[illegible] road from a poi[illegible] of range 13, or [illegible] the Weeping W[illegible] ing Water and [illegible] may wish to mak[illegible] other Railroad, pr[illegible] shall be made eas[illegible] range 13; thence [illegible] Water Valley to the [illegible] Water; thence in [illegible] tion up the val[illegible] to, or as near [illegible] 35, town 1[illegible] northwesterly [illegible] Cass county, [illegible] town of Greenw[illegible] of five thousand [illegible] Coupon bonds o[illegible] the construction [illegible] said point on the [illegible] county in an easter[illegible] provided to the west [illegible] said bonds to be issue[illegible] ing interest from th[illegible] A. D. 1873, at the ra[illegible] per annum, the princ[illegible] payable semi-annually [illegible] York on the first day [illegible] cember of each year a[illegible] payable 20 years from dat[illegible]

Said Bonds when issued s[illegible] ited with Timothy Clark, L. H. [illegible] and James M. Woods to be held in trust for said Rail Road Company, and to be delivered to said Company so constructing a first-class Western Rail Road of the common width track, upon the following terms and conditions, to-wit:

Two thousand five hundr[illegible] per mile shall be by said [illegible] ered to said company w[illegible] have located, graded [illegible] line of their road bed [illegible] above mentioned, at [illegible] line of aid Cass county [illegible] line of said Cass [illegible] ded and the sa[illegible] said Trustees un[illegible] engineer of said co[illegible]

Provided, howeve[illegible] upon the comple[illegible] tive miles of gr[illegible] liver a portio[illegible] ing the sum[illegible] dred Doll[illegible] Grading a[illegible] pleted in [illegible] maining Two[illegible] Dollars per m[illegible] due and deliv[illegible] said Rail Ro[illegible] and iron have[illegible] fully complete[illegible] Cass county t[illegible] above provided [illegible] the same. An[illegible] vided that a[illegible] coupons of said [illegible] due and de[illegible] strue[illegible] the C[illegible] said T[illegible] Bonds a[illegible] and deli[illegible] terms of [illegible] day of D[illegible] manner re[illegible]

And sh[illegible] addition [illegible] taxable p[illegible] cient to [illegible] said bon[illegible] ter ten [illegible] ally an[illegible] perty o[illegible] and pay o[illegible] of said bo[illegible] year, unti[illegible] paid.

Said bond[illegible] in bonds of [illegible] The first o[illegible] dollars to [illegible] Louis a[illegible] Company [illegible] five thousa[illegible] favor of the [illegible] Valley Railro[illegible] next twenty [illegible] Trunk Railro[illegible] sued to the W[illegible] Valley Railr[illegible] make in the [illegible] lars per m[illegible] miles, or t[illegible] proposition[illegible] shall not levy [illegible] until the bo[illegible] to the said Ra[illegible]

The form in [illegible] said proposition [illegible] by voting them [illegible] of which ballot[illegible] printed or partly [illegible] words, "For Rail[illegible] or "Against Rail[illegible] And if a majority [illegible] shall have thereo[illegible] road Bonds and [illegible] deemed and taken [illegible] propositions entire, [illegible] said ballots cast sh[illegible] the words, "Again[illegible] and Tax," then said [illegible] deemed and taken to [illegible]

The question of a[illegible] propositions shall [illegible] electors of Cass Co[illegible] tion to be held for [illegible] 25th day of January, [illegible] a special election for [illegible] hereby ordered to be [illegible] and at the usual plac[illegible] tions in the several [illegible] County, Nebraska. [illegible] be opened at 8 o'cloc[illegible] day of January, A [illegible] remain open until 6 [illegible] day. And said elec[illegible] ed in the manner pr[illegible] general elections. [illegible] declared carried und[illegible] then the bonds here[illegible] said St. Louis and [illegible] Railroad by the seve[illegible] Cass County, shall [illegible] void.

By order of the B[illegible] missioners.

Attest: J. [illegible]
D. W. MCKINN[illegible]

At Davenport, [illegible] worth one cigar a[illegible] per bushel. At C[illegible] one cigar and two d[illegible]

A new Postoffice h[illegible] at Junctionville, Hall [illegible] rah A. Wall, P. M.

ESTRAY NOTICE.

Taken up, by the subscriber, [illegible] about the first of December [illegible] pony, supposed to be about [illegible] year old; no brand or mark excep[illegible] in le[illegible] ear. J. P. AUBY.

40-3

Proposals for Mail Contracts.

POST OFFICE DEPARTMENT, WASHINGTON, Dec. 1, 1872.

PROPOSALS will be received at the Contract Office of this Department until 3 p. m. of March 7 1873, for conveying the mails of the United States, from July 1, 1873, to June 30th, 1874, in the State of

NEBRASKA,

on the routes and by the schedules of departures and arrivals herein specified.

Decisions announced by [illegible] before March 20 1873.

(*Bidders will* [illegible] *blanks, forms, and in*[illegible]

The [illegible] there is no [illegible] ice will not [illegible]

[illegible] ville, Red [illegible] ays City, [illegible] a week.

[illegible] m;

[illegible] 6 p m. [illegible] Willow.

[illegible] eek (n. [illegible], 43 miles

[illegible]

[illegible] ta, Gilson, [illegible] ed Cloud, 36 [illegible] k.

[illegible] at 6 a m. [illegible] day by 6 p m. [illegible] day at 6 a m. [illegible] ex-day by 6 p [illegible] gin at Junenta, 31

[illegible] Belle Prairie and [illegible] ille, Kans., 100 miles [illegible] week.

[illegible] Monday at 8 a m. [illegible] ville Wednesday by 4 p m. [illegible] e Thursday at 8 a m. [illegible] irmount Saturday by 4 p m. [illegible] mount by West Blue and Me[illegible] en, to York, 20 miles and back, three times a week.

Leave Fairmount Monday, Wednesday, and Friday at 6 a m.

Arrive at York by 12 m.

Leave York Monday, Wednesday, and Friday at 1 p m.

Arrive at Fairmount by 7 p m.

14500 From Nebraska City, by Ela, Avoca, Centre Valley, Weeping Water, and Elmwood, to Ashland, 33 miles and back, once a week.

Leave Nebraska City Monday at 7 a m.

Arrive at Ashland next day by 4 p m;

Leave Ashland Wednesday at 7 a m.

Arrive at Neb. City next day by 4 p m;

From Janea to Texas, Dak. Ter., 2½ miles [illegible] week, once a week.

Leave Tuesday at 11 a m.

[illegible] Texas by 12 m.

[illegible] s Tuesday at 1 p m.

[illegible] nea by 3 p m.

[illegible] by Daily Branch (n. o.) and [illegible] lace, to St. James, 36 miles [illegible] k, once a week.

[illegible] Ponca Monday at 10 a m.

[illegible] St. James next day by 10 a m.

[illegible] James Tuesday at 1 p m.

[illegible] Ponca next day by 1 p m.

[illegible] enne t's Station, by Solon to [illegible] sey, 16 miles and back, once a week.

[illegible] Bennett's Station Tuesday at 7 a m.

[illegible] at Cropsey by 12 m.

[illegible] ropsey Tuesday at 1 p m.

[illegible] at Bennett's Station by 6 p m.

[illegible] Bennett's Station, by Panama, [illegible] ney, and Laona, to Beatrice, 40 [illegible] and back, once a week.

[illegible] Pennett's Station Monday at 6 a m.

[illegible] at Beatrice by 7 p m.

[illegible] Beatrice Tuesday at 6 a m.

[illegible] at Bennett's Station by 7 p m.

[illegible] Columbus by Alexis and Summit, to [illegible] ses, 33 miles and back, once a week.

[illegible] ve Columbus Monday at 6 a m.

[illegible] rrive at Ulysses by 6 p m.

Leave Ulysses Tuesday at 6 a m.

Arrive at Columbus by 6 p m.

[illegible] om Columbus, by Clear Creek (n. o.), [illegible] Osceola and Lincoln Creek (n. o.), to York, 30 miles and back, once a week.

Leave Columbus Wednesday at 6 a m.

Arrive at York by 7 p m.

Leave York Thursday at 6 a m.

Arrive at Columbus by 7 p m.

[illegible] 6 From Columbus, by Hammond, to Niobrara, 110 miles and back, once a week.

[illegible] ve Columbus Monday at 6 a m.

[illegible] ve at [illegible] by 6 p m.

[illegible] imposed, unless the delinquency be promptly and satisfactorily explained by certificates of postmasters or the affidavits of other credible persons, for failing to arrive in contract time; for neglecting to take the mail from, or deliver it into, a post office; for suffering it to be wet, injured, destroyed, robbed, or lost; and for refusing, after demand, to convey the mail as frequently as the contract runs, or is ordered in running a coach, car, or steamboat on a route.

7. The Postmaster General may annul the contract for repeated failures to run agreeably to contract; for violating the post office laws, or disobeying the instructions of the Department; for refusing to discharge a carrier when required by the Department to do so; for running an express as aforesaid; or for transporting persons or packages conveying mailable matter out of the mail.

8. The Postmaster General may order an increase of service on a route by allowing therefor a *pro rata* increase on the contract pay. He may change schedules of departures and arrivals in all cases, and particularly to make them conform to connections with railroads, without increase of pay, provided the running time be not abridged. The Postmaster General may also discontinue or curtail the service, in whole or in part, in order to place on the route superior service or whenever the public interests, in his judgment, shall require such discontinuance or curtailment for any other cause; he allowing as full indemnity to contractor one month's extra pay on the amount of service dispensed with, and a *pro rata* compensation for the amount of service retained and continued.

9. Payments will be made by collections from, or drafts on postmasters or otherwise, after the expiration of each quarter—say in November, February, May, and August, provided that required evidence of service has been received.

10. The distances given are believed to be substantially correct; but no increased pay will be allowed should they be greater than advertised, if the points to be supplied are correctly stated. *Bidders must inform themselves on this point*, and also in reference to the weight of the mail, the condition of hills, roads, streams, &c., and all toll bridges, turnpikes, plank-roads, ferries, or obstructions of any kind by which expense may be incurred. No claim for additional pay, based on such ground, can be considered; nor for allowance [illegible] the degree of service; [illegible] for bridges destroyed, ferries discontinued, [illegible] ter obstructions causing or increasing distance, expense occurring during the contract [illegible] ces established after this advertisement, and also during the contract [illegible] be visited without extra pay, if [illegible] ce be not increased.

[illegible] ters are cautioned to mail their proposals in time to reach the Department by the [illegible] and hour named (3 p. m. March 3, 1873), for bids received after that time *will not be considered* in competition with bids, of reasonable amount, received in time. Neither can bids be considered which are without the guarantee required by *law*, and a certificate or the sufficiency of such guarantee, and the oath of the bidder according to section 246, act of June 8, 1872.

12. Bidders should first propose for service strictly according to the advertisement, and then, if they desire, *separately* for different service; and if the *regular* bid be the lowest offered for the advertised service, the other propositions may be considered.

13. There should be but one route bid for in a proposal. Consolidated or combination bids ("proposing one sum for two or more routes") cannot be considered.

14. The route, the service, the yearly pay, the name and residence of the bidder (his P. O. is usual post-office address), and the name of each member of a firm, where a company offers, should be distinctly stated.

15. Bidders are requested to use, as far as practicable, the printed proposals furnished by the Department, to write out in full the sum of their bids, and to retain copies of them.

Altered bids should not be submitted; nor should bids once submitted be withdrawn. No withdrawal of a bidder or guarantor will be allowed unless the withdrawal is received twenty-four hours previous to the time fixed for opening the proposals.

Each bid must be guaranteed by two responsible persons. The bid and guarantee should be *signed* plainly with the full name of each person.

The Postmaster General reserves the right to reject any bid which may be deemed extravagant; and also to disregard the bids of failing contractors and bidders. (Act of June 8, 1872, section 249.)

16. The bid should be sealed, superscribed "Mail Proposals, State of Nebraska," addressed "Second Assistant Postmaster General, Contract Office," and sent by *mail*, not by or to an agent. Bids of $5,000 per annum and upward must be accompanied by a certified check or draft on some solvent national bank, equal to 5 per cent. of the amount. (See law of Congress of June 8, 1872.)

17. The Contracts are to be executed and returned to the Department by or before the 1st day of June, 1873, otherwise the accepted bidder will be considered as having failed, and the Postmaster General may proceed to contract for the service with other parties, according to law.

Transfers of contracts, or of interests in contracts, are forbidden by law, and consequently cannot be allowed. Neither can bids, or interest in bids, be transferred or assigned to other parties. Bidders will therefore take notice that they will be expected to perform the service awarded to them through the whole contract term.

18. Section 249 of the act of June 8, 1872, provides that contracts for the transportation of the mails shall be "awarded to the lowest bidder tendering sufficient guarantees for faithful performance, without other reference to the mode of such transportation than may be necessary to provide for the due celerity, certainty, and security thereof." Under this law bids that propose to transport the mails with "celerity, certainty, and security," having been decided to be the only legal bids, are construed as providing for the entire mail, however large, and whatever may be the mode of conveyance necessary to insure its "celerity, certainty, and security," and have the preference over all others, and no others are considered, except for steamboat routes.

19. A modification of a bid in any of its essential terms is tantamount to a new bid, and cannot be received, [illegible] interfere with regular competing bids, [illegible] new bid, with [illegible] the only way to [illegible] not to certify [illegible]

[illegible] of the laws and in[illegible] advertisement of mail [illegible] tions contained in the [illegible], 1872.

———, Bidder.

[illegible] ———, State [illegible] the foregoing bid [illegible] te No. ——— be [illegible] General, the bidder [illegible] 1873, entered into the [illegible] tract, to perform [illegible] d and sufficient [illegible] nctly the obligations [illegible] y guarantors.

———, State [illegible] OFFICE. [illegible] e above guarantors [illegible] men of property, and [illegible] d their guarantee; and that [illegible] tors are above the age of 21 [illegible]

[illegible] must be accompan[illegible] draft, on some sol[illegible] 5 per centum on [illegible] e route; or in case [illegible] n 5 per centum of [illegible] bid.—(Section 253.

[illegible] t sign the certificate [illegible] are filled in and the bid [illegible] signed by all the parties, and [illegible]

[illegible] ORSAL, ETC.

[illegible] 246 of An Act of Con[illegible] 1872, to be affixed to [illegible] the Mail, and to be [illegible] er qualified to administer [illegible]

[illegible] of ———, bidder for conveying [illegible] te No. ———, from ——— [illegible] e the ability pecuniarily to [illegible] s such bidder; that the [illegible] th, and with the intention [illegible] met and perform the service [illegible] shall be accepted; and that [illegible] the guarantors thereto are [illegible] t I believe the said guarantors to be pecuniarily responsible for and able to pay all damages the United States shall suffer by reason of my failing to perform my obligations as such bidder.

———

Sworn and subscribed before me ———, for the ——— of ———, this ——— day of ———, A. D. 187—, and in testimony thereof I hereunto subscribe my name and affix my official seal the day and year aforesaid.

——— [SEAL.]

NOTE.—When the oath is taken before a justice of the peace, the certificate of the clerk of a court of record should be added, under his seal of office, that the person who administered the oath is a duly qualified justice of the peace.

Prospectus for 1873.—Sixth Year.

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