ROSTER OF STATE OFFICIALS.

A List of Those Who Will Guide the Commonwealth's Affairs.

SUPREME COURT PROCEEDINGS.

A Large Number of Decisions Handed Down—Notaries Public Confirmed—Happenings In and About Lincoln.

[FROM THE BEE'S LINCOLN BUREAU.]

The roster of state officials and their deputies and clerks for the coming year following upon the changes in a number of the offices is as follows with the exception of the governor's office, General Thayer not having as yet made his announcement of private secretary, retaining temporarily the secretary of ex-Governor Dawes, Mr. J. M. Hoffman. With this exception the state house force that commences their work with the new year is as follows:

Secretary of State's Office—Hon. Gilbert L. Laws, secretary; Benjamin R. Cowdry, deputy; Nelson McDowell, book-keeper; David E. Bomgardner, recorder.

Auditor of State—Hon. H. A. Babcock, auditor; Thomas H. Benton, deputy; E. C. Babcock, book-keeper; C. B. Allen, insurance clerk; George E. Bowerman, clerk.

Treasurer of State—Hon. Charles H. Willard, treasurer; George M. Bartlett, deputy; J. H. Alford, book-keeper.

Commissioner of Lands and Buildings—Hon. Joseph Scott, commissioner; Charles M. Carter, deputy; J. K. Marlay, chief clerk; Mart Howe, book-keeper; Brad P. Cook, clerk; Miss Clara A. Carmody, clerk; Miss Hattie E. Ramsey, clerk.

Superintendent of Public Instruction—Hon. George B. Lane, superintendent; T. C. Stephens, clerk.

Guy A. Brown, supreme court reporter and state librarian; H. H. Wheeler, deputy. The reporter of the supreme court also employs two clerks in his department not, however, listed and employed by the state.

IN SUPREME COURT.

Yesterday another long list of important desicions were handed down by the court, covering cases appealed from all sections of the state. Among these interesting desicions is the decision in the case brought to recover the life insurance held by Griffin of state house robbery immortality. It will be remembered that the victim of the plot held a life policy in the Beatrice Life Insurance company, and notwithstanding that the court found the detectives guilty and sentenced them for the murder of Griffin, the insurance company attempted to avoid payment on the ground that Griffin was committing a crime. The supreme court now holds that Griffin was not in the act of committing a crime when he was shot.

Coakley vs. Christie & Son. Error from Lancaster county. Affirmed. Opinion by Reese, J.

One C made a negotiable promissory note to H for the purchase of a piano. The note was endorsed and transferred to plaintiffs. Held, that C could not prove that the piano did not comply with a warranty alleged to have been made by H, or that after the execution of the note the contract of purchase was agreed to be rescinded, without introducing testimony tending to show that the plaintiff had not purchased the note in good faith before maturity.

Simpson vs Armstrong. Error from Brown county. Reversed and remanded. Opinion by Reese, J.

Immaterial and irrelevant testimony admitted over defendant's objection and which may have a tendency to mislead the jury is good ground for a new trial. Harrison vs. Baker, 15 Nebraska, 43.

Whiteley vs Davis. Error from Richardson county. Cause dismissed. Opinion by Reese, J.

An order overruling motion to vacate an order of arrest is not a final order and cannot be reviewed on error until after judgment.

Powers vs Powers. Appeal from Saline county. Decree modified so as to require the payment of $2,500, as follows: $800 within thirty days, $800 within four months and the remainder within nine months. Opinion by Reese, J.

1. A petition when assailed after decree will be sufficient, if the facts stated constitute a cause of action, even though informally or indefinitely stated. Such defects must be corrected by motion before answer or demurrer, or they will be deemed to be waived.

2. In a case brought to the supreme court on appeal, where no question of law is involved, and the testimony is conflicting and pretty evenly balanced, the finding of the court will not be disturbed. Callahan vs. Callahan, 7 Nebraska, 38.

3. Evidence examined and held to support the finding of the district court.

Brown vs Rogers. Error from Harlan county. Affirmed. Opinion by Maxwell, Ch. J.

1. Evidence examined and held to sustain the verdict.

2. The court, upon such terms as may be just, may permit the amendment of a pleading after the evidence is introduced, and before the case is submitted to the jury, and unless there is an abuse of discretion in the action of the court, error will not lie.

3. Instructions set out in the opinion held properly given.

Cool vs Roche, Hall & Ray. Error from Antelope county. Reversed and remanded. Opinion by Maxwell, Ch. J.

1. Where evidence showing contradictory statements of a witness is introduced without first calling his attention to the time, place and person involved in the supposed contradiction, and no objection is made to such evidence, the jury may consider it and, if sufficient, base their verdict thereon.

2. Where a chattel mortgage is duly filed in the county where the mortgagor resides and is constructive notice there, it will be constructive notice into whatever county the mortgagor may remove with the property.

Joiner vs Van Alstyne. Error from Lancaster county. Affirmed. Opinion by Reese, J.

1. Affidavits, used as evidence upon the hearing of a motion in the district court, will not be considered in the supreme court unless preserved as a part of the record by a bill of exceptions.

2. To entitle a party to a review of any alleged errors transpiring upon the trial of a cause, a motion for a new trial must be made distinctly setting forth the errors complained of. Cropsey vs Wiggenhorn, 3 Neb., 108.

Gifford vs Republican Valley & Kansas railroad company. Error from Harlan county. Affirmed. Opinion by Cobb, J.

1. The right of appeal from the award of commissioners in the assessment of damages sustained by an owner of real estate, by the appropriation of the same to the use of a railroad corporation, may be availed of and perfected by the filing of a transcript from the county judge of the condemnation proceedings in the district court or the office of the clerk thereof, within sixty days after the filing of the report containing such award with the county judge.

2. When such transcript is not filed, nor sufficient cause shown for such failure without laches on the part of the appellant, the appeal will be dismissed.

Bonns vs Carter. Error from Cherry county. Affirmed. Opinion by Cobb, J.

An instrument in writing, claimed to be a chattel mortgage, executed by H. to B. whereby H. bargained and sold to B. as trustee for R. F. & M., H. F., R. M. & F., S. J. & Co., J. M. P., J. J. B. and W. L. P., all of his dry goods, clothing, hats, caps, notions, etc., together with all book accounts, etc., and containing the proviso and condition, that if the said H. "shall pay to said B. trustee, or his assigns, his seven promissory notes of even date herewith, as follows, to-wit: (giving a description of seven notes payable to the above named parties and firms, respectively.) "and I, the said B. C. Hamilton, hereby authorize the said S. H. Bonns to take immediate possession of the same, and to sell the said property in the usual course, at retail and private vendue, and apply the proceeds of the sales thereof to the payment of the said notes pro rata proportion, as the same may become due. The balance of the proceeds * * * * to be paid or returned to the said B. C. Hamilton or his assigns, immediately upon the said notes being so paid," etc. Held, to be an assignment for the benefit of creditors; and not being made in conformity to the terms of the chapter of the compiled statutes entitled "Assignments," further held, to be void as against creditors.

Kingman & Ballard vs Appleget. Error from Lancaster county. Affirmed. Opinion by Reese, J.

1. Evidence examined and held to sustain the verdict of the jury.

2. Instructions refused, examined and held to have been properly refused.

3. The strictly formal delivery of a sheriff's deed is not essential to its validity as in a transaction between individuals as private parties to the conveyance of real estate; yet where a deed was written and signed by a sheriff, and six years thereafter the purchaser at the sheriff's sale made an affidavit that no deed had ever been executed and delivered by the sheriff to him, and upon such affidavit procures an order of court requiring the execution of the deed by a successor of the sheriff who made the sale, and the judgment debtor testifies that after the sale he paid the amount of the decree to the plaintiff in the case—who was the purchaser at the sheriff's sale—and that the money was received by the plaintiff and purchaser as a full payment and satisfaction of the decree, it was held, that the finding of the alleged deed by a custodian of plaintiff's papers, among them, eleven years after the alleged execution thereof, would not raise a conclusive presumption that the deed had been delivered by the sheriff to the purchaser, where the action was between such purchaser and the subsequent grantees of the judgment debtor, for the possession of the real estate.

State ex rel. Goff vs. Dodge county. Mandamus. Writ allowed. Opinion by Maxwell, Ch. J.

1. To justify the board of equlization in increasing the assessment of an individual, a complaint must be made. Such complaint, if oral, must be reduced to writing and spread upon the records as the foundation of its action, and a mere recital that oral complaint was made to such board, without setting out the complaint is not sufficient.

2. Upon a complaint being filed the board of equalization in reviewing the assessment of an individual, his appellate, special and judicial powers, and until evidence is recived by it in support of the complaint, the taxpayer may rely upon the valuation made by the assessor.

3. Where a board had made up its record to show inferentially that evidence had been heard in support of their action in increasing the valuation of an individual assessment, where in fact no such evidence had been received, held that the board will be required to correct its record so as to conform to the facts.

Lane vs Starkey. Error from Saline county. Affirmed. Opinion by Reese, J.

The rule stated in Hiatt vs Brooks, 17 Neb., 633, "That a previous ruling by an appellate court upon a point distinctly made, is a final adjudication, from the consequences of which the court cannot depart nor the parties relieve themselves," is applicable only to legal principles annunciated, and rules of law laid down for the government of the inferior court upon the second trial. It has no reference to decisions on questions of fact solely, where the evidence upon the second trial is materially different from that of the first.

2. Evidence examined and held to sustain the verdict.

Roberts vs Hersheir. Error from Holt county. Affirmed. Opinion by Maxwell, Ch. J.

Where it is sought to review the judgment of the trial court upon the facts, the evidence must be preserved in a bill of exceptions.

Nice vs Shaffer. Error from Hall county. Affirmed. Opinion by Reese, J.

1. By section 311 of the civil code the time within which a bill of exceptions is to be prepared begins to run from the final adjournment of the district court. A motion to quash such bill because not reduced to writing within the time required by law, will be overruled unless the date of the adjournment of the district court is shown by the record.

2. Questions of fact are for the jury, and a verdict or finding by them on a question of fact where the testimony is conflicting will not be reviewed.

3. Objections to instructions to a trial jury will not be noticed by the supreme court unless the attention of the trial court is first called to them by the proper exceptions at the time the instructions were given. Warrick vs Rounds, 17 Neb., 412.

4. Instructions asked and refused, or objected to, must be specifically pointed out in some way in the motion for a new trial. Omaha & Republican Valley Railroad Company vs Walker, Id., 432.

Harman vs Barhydt. Error from Cass county. Reversed and remanded. Opinion by Maxwell, Ch. J.

1. One to whom certain notes secured by chattel mortgage were assigned is entitled to intervene in an action of replevin brought by the mortgagee to recover possession of the goods.

2. An order overruling a petition to intervene in an action is, so far as the proposed intervenor is concerned, a final order and reviewable on error.

3. Where one C executed a number of promissory notes to B and secured the same by a chattel mortgage on certain furniture, B transferred a portion of the notes either absolutely or as collateral security to one H. Held, that the transfer of the notes was an assignment pro tanto of the mortgage.

Griffin vs Western Mutual Benevolent association. Error from Lancaster county. Affirmed. Opinion by Maxwell, Ch. J.

1. One G. who had a certificate of insurance on his life in favor of his wife, with an accomplice went into the treasury department of the state in the daytime and demanded money belonging to the state, and was given $500. He then left the department and had nearly reached the outer door door of the capitol, when a policeman, previously placed in the passage way, but in the rear, commanded him to halt, and at the same instant fired and killed G. The certificate of insurance above referred to contained a provision that if the insured should "die while while violating any law," etc., all rights under the certificate should be forfeited. Held, that as G. had obtained the money and was endeavoring to escape when he was killed, that he was not at the instant of death violating any law, and there was no forfeiture of the certificate.

2. Where the parties in effect stipulate that in case a recovery can be had on a certificate of insurance, the amount will be $700, and the court so finds, the finding will not be disturbed.

Arnett vs Zinn. Error from Fillmore county. Affirmed. Opinion by Maxwell, Ch. J.

1. Where there is no continuing trust, and money received by an agent is not to be paid at a date latter than its receipts, statute of limitations will run in his favor from the time he received such money.

2. To be valid under the statute, a promise to pay a debt, barred by the statute of limitations, must be in writing.

First National Bank of Cedar Rapids vs Erickson. Error from Lancaster county. Affirmed. Opinion by Reese, J.

1. A defense was founded upon a certain printed warranty alleged to have been delivered to defendant by plaintiff's assignor at the time of the execution of the notes sued on. The execution and delivery of this warranty was denied by the plaintiff. Defendant testified in substance that the warranty was delivered to and received and relied upon by him as such. Held, sufficient prima facie to permit the introduction of the instrument in evidence. The denial of the delivery of the warranty by plaintiff's witnesses presented a question of fact to be decided by the jury.

2. The delivery of a printed warranty of the quality of a harvester—with the name of the warrantor printed thereon as a signature—by an agent authorized to deliver the same, if delivered for and received as a warranty of the quality of a machine sold, being relied upon by the purchaser to the knowledge of the seller, would be binding as such warranty, even though upon the margin thereof there is a condition printed, that it shall be void unless countersigned by an agent, and no agent has countersigned it.

3. Evidence examined and held sufficient to sustain a finding of breach of warranty, and of a waiver of the right to have return of the property within a specified time in case it did not give satisfaction

4. Under the evidence, plaintiff held not to be an innocent purchaser of the notes upon which the suit was brought.

Bartob vs Patrick. Error from Douglas county. Affirmed. Opinion by Cobb, J.

B. and P. having been in negotiation for the purchase by B. of 2,000 acres of land off the east end of a large tract owned by P., B. wrote to P. as follows: "On the inclosed map you will observe that taking to the dotted lines are about 2,018 acres. Will you include this amount in the sale? I think it would be better. If you cut off just 2,000 acres a good portion must be described by metes and boundaries, which would be inconvenient at least." P. replied: "The land marked out by you contains 2,088.77 acres instead of 2,018 acres, as figured by you. This is more than I want to sell. Take out one of the plats marked in similar ink to this and then B. will have to pay $5 per acre for all extra land. Taking out the tract marked (1), will leave 2,002.77 acres, the principal for which will be $10,013.85. Doing the same with tract (2) will leave 2,007.69 acres, for which the principal will be $10,038.45." In an action by B. against P. for refusing to convey the 2,018 acres according to the dotted lines on the map, for $10,090. Held, that if there was a contract between the parties for the sale of that specific property, the sale was void under the statute of frauds for the want of a contract, or some note or memorandum thereof in writing.

Sang vs. Lee. Error from Dodge county. Affirmed. Opinion by Cobb, J. Maxwell, Ch. J., not sitting.

In an action by L. against S. on a money demand, S. failed to appear or answer; his default was entered. L. proved up, and judgment was entered in his favor. Two days thereafter and before the final adjournment of the term, the defendant appeared and filed a motion to set aside the default and judgment, accompanied by his affidavit and an answer to the merits. Plaintiff also filed an affidavit in resistance. Considering the two affidavits together, it appeared that there had been an attempt at negotiating a settlement, defendant claiming that negetiation was had and failed before summons was issued. The judgment of the district court refusing to set aside the judgment and default upheld.

Madison County vs State ex rel Hellman. Error from Madison county. Reversed and cause dismissed. Opinion by Cobb, J., Reese J. not sitting.

1. An elector residing within five miles of a proposed road, has an interest in the establishing, laying out, opening and working the same, independent of that which he has in common with the public at large, sufficient to enable him to maintain an action by mandamus to enforce an ascertained duty in respect thereto by a public board or officer.

2. A mandamus will not issue to a county board to cause a section to be opened and worked as a public road unless it has been judicially ascertained and decided by said board, under existing facts and conditions, that the public requires it.

NOTARIES PUBLIC.

Governor Dawes closed his term of office with one of his last official acts, the appointment of the following notaries: F. B. Wise, Anselmo; S. E. Rafferty, Niobrara; Julius A. Schwarzentraub, Grand Island; Edward A. Enright, Albion; Thomas M. Morris, Shamrock; Rulandus L. Crosby, Springview; Ira C. Bateman, Grant; Harvey L. Wells, Indianola; Charles E. Cady, Chapman; D. W. Canon, Elkhorn; F. Hermanson, St. Paul; F. W. Hammond, Omaha; Otto Siemsson, Omaha; Daniel L. Johnson, St. Paul; George D. Brown, Hastings; W. S. Bloom, Superior; W. J. Cook, Blair; William T. Tait, Plainview; E. M. Stickney, Omaha; H. A. Allen, Atkinson; Edward D. Smith, Loup City; William C. Bond, Bondsville; Lauretz Hansen, Anselmo; John M. Brockman, Humboldt; W. G. Hannes, Geneva; T. Libbernson, Columbus; Asel Steeve, jr., Omaha; H. M. Hunt, Omaha, John B. Furay, Omaha; James H. Rogers, Ainsworth; Enoch Adkins, Cedar; David R. Carpenter, Imperial; D. R. Mann, Sidney; John Dyer, Tabor; George H. Curtis, Broken Bow; H. M. Kidder, Mason City; E. Miller, West Union; D. H. Grimm, Lillian, Custer county; Frank Bartosh, Dodge, Dodge county; F. B. Bryant, Omaha; Myron E. Wheeler, Omaha; Jerome F. Hartzman, Omaha; Frank L. McCoy, Omaha, Byron Batrick, Pickerell; Mary Hardy, Beatrice; Samuel Robbins, Aurora; S. M. Watters, Estelle, Hayes county; Oliver T. Jones, Dorsey, Holt county; J. F. Glenn, Elba, Howard county; G. H. Paden; Ogalalla; G. A. Bush, Lincoln; E. J. Brethoenwer, Holland, Lancaster county; James F. Lansing, Lincoln; George Fablinger, Auburn; Henry Treman, Table Rock; A. C. Jones, Indianola; H. H. Griffith, Salem; John W. Ingalls, Pleasant Hill; John W. Hunter, Bodare, Sioux county; Frederick C. Power, York.

TOWN TOPICS.

Yesterday B. R. Cowdry, the new deputy secretary of state, filed his bond and appointment in the dark recesses of the vault in the office.

The bond is in the prescribed sum, $10,000, and the names of the sureties are Leander Gerrard and George W. Hurlst, both of Columbus.

During the first week in February the Lincoln Oratorio society will render the Messiah at the People's theater. There will be fifty voices in the chorus and some excellent talent selected for the solo parts which names are not yet ready for announcement.

Mrs. W. E. Gasper, a well known Lincoln lady, sustained a fractured arm yesterday through the carelessness of a street car driver. The lady was alighting when the car suddenly started, throwing her violently on the rough and frozen street.

In United States court yesterday, the Cropsy case, for a block of ground in the city of Beatrice, was still in progress.

Daniel McCarthy charged with subornation of perjury, was arraigned yesterday and plead not guilty.

The Pacific Telegraph company are connecting the West Lincoln packing houses and stock yards with a wire from their city office in the First National bank building.

The offices of the Lombard investment were closed yesterday afternoon, the funeral of Mrs. Lombard being in progress at Boston during those hours.

Mr. and Mrs. B. N. Lewis, living on Eighth and S street, are greatly afflicted, two bright little girls of their family dying in the past week from lung affections, and the remaining child in the family being very sick at the present time.

In the United States court yesterday a witness in the Gross perjury case named Rosa Lee, who has been long wanted by the officials, was brought into court and promptly indicted.

Farragut post, Grand Army of the Republic, will hold a public installation of officers to-night, at which time Governor John M. Thayer will deliver an address, and the Woman's relief corps will have charge of the refreshments.

The State Bar association failed to gain a quorum at their called meeting for Thursday evening, and the time for a meeting in future is left with the president.

The secretary of the State Firemen's association has issued the circulars for the annual meeting of the association that is called to meet at Columbus on the 18th and 19th of this month.

The national council of the Irish National league in America meets at Cincinnati, O., on the 12th. Patrick Egan, delegate from Nebraska, leaves for the meeting to-day.

The arctic weather of the past week has been playing lively with the water pipes and a dozen or fifteen patrons daily report freezing up. The pipes on Ninth street were found frozen yesterday.

United States Marshal Bierbower arrived on the ground for United States court yesterday.

H. H. Marley, of Kansas City, traveling passenger agent of the Michigan Central, is in the city.

Three-fourths of the members of both houses have gone to their constituency to remain until Monday.

FROM GEO. W. NOWLIN, GREENFIELD, TENN. Dr. J. H. McLean's Tar Wine Lung Balm, gives the highest satisfaction here. Please ship us six dozens at once. We are out and have calls daily.

BIG BRILLIANTS.

Some of the Largest Diamonds Known in the World.

The Pasha of Egypt is cut on eight sides, weighs 40 carats and costs $140,000.

The Pigott diamond, brought from India by Lord Pigott, weighs 82¼ carats. In 1801 it was sold in a lottery for $150,000.

The Star of the South is the largest diamond found in Brazil, and weighs 254 carats. It is a brillant of the purest water.

The Sancy diamond weighs 53¾ carats, and came from India about the fifteenth century. It was sold by Napoleon to the emperor of Russia for $375,000.

The Nassac, formerly in the possession of the East India company, weighed 89½ carats; but since Lord Westminster had it cut anew it weighs only 78¼ carats. Its value is about $150,000.

The largest diamond known is that of the "Rajah of Mattan" in Borneo. It was found on the island about twenty years ago and weighs 367 carats; it is a pear-shaped stone, with a small hole or crevice at its short end.

One of the most perfect brilliants is the celebrated Pitt, or Regent, which is among the Washington crown jewels. It weighs 136½ carats. It once ornamented the sword of Napoleon I. Before it was cut it weighed 410 carats.

The Florentine diamond, among the crown jewels of the emperor of Austria, weighs 139¼ carats. It is of pure water, of beautiful form, and, notwithstanding that its color is somewhat of a citron tint, is valued at $525,000.

The "Orloff," or Amsterdam diamond, weighs 194¾ carats, and is set in the top of the Russian Imperial sceptre. It is of pure water, but not cut to advantage. It was bought by Catherine the Second in the year 1775, of Shafras in Amsterdam, for $450,000, giving him at the same time a title and a pension of $20,000 for life.

The diamond well known under the name of the "Shah" was given to the emperor of Russia by Prince Cosroes, younger brother of the Abbe Mirza, when he was in St. Petersburg. It weighs only seventy-six carats, but is perfectly pure, without a flaw or cloud, and it is interesting inasmuch as it is only partly cut, many of its natural faces being preserved. The cut faces contain Persian inscriptions, and there is a little groove around the top of it, to which a cord was fastened, in order that it might be worn about the neck.

"Great Mogul"—the diamond known under this name—has received an amount of attention beyond any other. Under the name of the "Kohinoor" (mountain of light), it played an important part in the exhibition of 1851. The history of this stone dates back to 56 B. C.; but there is nothing known with certainty about it until the beginning of the fourteenth century. After the annexation of the Punjaub by the English government it came into the possession of the queen of England on June 3, 1850. Its weight then was 186 1-16 carats, of an irregular egg-like shape, and valued at $700,000. It was then reduced to 106 1-16 carats and made into a regular cut brilliant.

Logan's Civil Service Sentiments.

Cleveland Leader: Gen. Logan did not believe in civil service reform. He thought the republicans ought to leave the offices, and he had a contempt for those who desired to be retained under Cleveland. A few moments after Cleveland was inaugurated he said to a friend: "I hope every republican who asks to be retained by this administration will be turned out of office. I have received letter after letter from republicans in office urging me to exert myself to have them retained. I shall not humiliate myself in that way. I would rather help to get republicans of that sort out. In fact, it is strange to me that a republican would ask a democratic administration to keep him in office. No republican would ask Cleveland to appoint him, if he was out of office. A petition for retention stands on the same principle. It is virtually asking a democrat for an appointment. If a republican would not ask for an office he should not ask to be retained in one. If he is holding an office and is asked to remain on account of his faithful services, it is another thing. In that case he has a right to accept, but he is clearly wrong in asking to be retained."

"One Nail Drives Out Another."

Is a French saying that finds exemplification in the way one disease will substitute itself for another and graver one, in very many cases. Liver disease for instance will soon induce blood disorders, throat ailments, skin affections and eventually, because of impoverished blood, consumption itself, unless, indeed, it be treated in its incipiency and early progress by Dr. Pierce's "Golden Medical Discovery" which acts as a specific in these ailments, accomplishing a rapid cure by its powerful alterative action upon the great organs of the body.

Millions in Special Cars.

Inter Ocean: Fine special cars are one of the extravagances of American railroads, and not a small extravagance either. Of the twenty or thirty western and northwestern roads each one has from $60,000 to $100,000 invested in palace cars. If these cars lasted forever there would still be from $2,000,000 to $3,000,000 invested in palaces on wheels, which did the stockholders no earthly good, which drew no interest, but which did cost money to maintain. Take all the roads on this continent, and it would probably be found that there are $5,000,000 on wheels for the sole delectation of their general officers, and a study of the books of these roads would probably show that the $5,000,000 worth of magnificent rolling stock needed to be renewed every ten years.

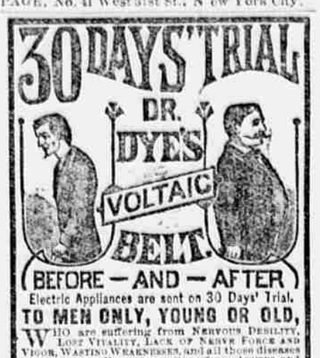
MOST PERFECT MADE

Prepared with strict regard to Purity, Strength, and Healthfulness. Dr. Price's Baking Powder contains no Ammonia, Lime, Alum or Phosphates. Dr. Price's Extracts, Vanilla, Lemon, etc., flavor deliciously.

CHICAGO BAKING POWDER CO., CHICAGO AND ST. LOUIS.

DEAFNESS Its causes, and a new and successful CURE at your own home by one who was deaf twenty eight years. Treated by most of the noted specialists without benefit; cured himself in three months, and since then hundreds of others. Full particulars sent on application. T. H. PAGE, No. 41 West 31st St., New York City.

30 DAYS' TRIAL



(BEFORE — AND — AFTER)

Electric Appliances are sent on 30 Days' Trial.

TO MEN ONLY, YOUNG OR OLD,

WHO are suffering from NERVOUS DEBILITY, LOST VITALITY, LACK OF NERVE FORCE AND VIGOR, WASTING WEAKNESSES, and all those diseases of a PERSONAL NATURE resulting from ABUSES and OTHER CAUSES. Speedy relief and complete restoration of HEALTH, VIGOR and MANHOOD GUARANTEED. The grandest discovery of the Nineteenth Century. Send at once for Illustrated Pamphlet free. Address

VOLTAIC BELT CO., MARSHALL, MICH.

ARE STILL TRIUMPHANT!

For sixteen years, they have steadily gained in favor, and with sales constantly increasing have become the most popular corset throughout the United states.

The E, G and R—H grades are made in SHORT MEDIUM AND EXTRA LONG WAIST, suitable for all figures. The G quality, made of English Coutil, is warranted to wear twice as long as ordinary corsets.

Highest awards from all the World's great Fairs. The last medal received is for FIRST DEGREE OF MERIT, from the late Exposition held at New Orleans.

While scores of patents have been found worthless, the principles of the Glove-Fitting have proved invaluable.

Retailers are authorized to refund money, if, on examination, these Corsets do not prove as represented. FOR SALE EVERYWHERE.

CATALOGUE FREE ON APPLICATION.

THOMSON, LANGDON & CO., New York.

I CURE FITS!

When I say cure I do not mean merely to stop them for a time and then have them return again, I mean a radical cure. I have made the disease of FITS, EPILEPSY or FALLING SICKNESS a life-long study. I warrant my remedy to cure the worst cases. Because others have failed is no reason for not now receiving a cure. Send at once for a treatise and a Free Bottle of my infallible remedy. Give Express and Post Office. It costs you nothing for a trial, and I will cure you. Address Dr. H. G. ROOT, 183 Pearl St., New York.

KEYSTONE MALT WHISKEY

Specially Distilled for Medicinal Use.

THE BEST TONIC!

UNEQUALED for CONSUMPTION WASTING DISEASES and GENERAL DEBILITY.

PERFECTS DIGESTION

DR. EDW. L. WALLING, Surgeon in Chief, National Guard of N. J., writes:

"My attention was called to your Keystone Malt Whiskey by Mr. Lalor, Druggist, of Trenton, and I have used a few bottles with far better effect than any I have had. I am recommending your article in my practice, and find it very satisfactory."

BEWARE OF IMITATIONS.

☞ The Genuine has the Signature of EISNER & MENDELSON on the Label.

Fac-simile of Bottle.

EISNER & MENDELSON,

(Sole Agents for the U. S.)

316, 318 and 320 Race St., Philadelphia, Pa.

Goodman Drug Co., Gen'l Agents, Omaha Nebraska.

MANHOOD RESTORED. A victim of youthful imprudence causing Premature Decay, Nervous Debility, Lost Manhood, etc., having tried in vain every known remedy, has discovered a simple self-cure, which he will send **FREE** to his fellow sufferers. Address, C. J. MASON, Post Office Box 3192, New York City.

VARICOCELE

or Wormy Veins of the Scrotum. *Often the unsuspected cause of* **Lost Manhood, Debility, &c.,** quickly and painlessly cured by the **Elastic Cradle-Compressor, $6.** *Gives Strength.* Circular Free. ERVILLE MEDICAL AGENCY, 171 Fulton St., New York.

I WANT AGENTS

To Sell the Best

Window Sash Lock

Ever Invented.

Agents make big profits. Circulars free. Sample by mail 10 cts. H. H. WHEELOCK, Fullerton, Nebraska.

P. BOYER & CO.

DEALERS IN

Hall's Safes, Vaults, Time Locks and Jail Work.

1020 Farnam Street, Omaha, Neb.

Red Star Line

Carrying the Belgium Royal and United States Mail, sailing every Saturday

Between Antwerp & New York

TO THE RHINE, GERMANY, ITALY, HOLLAND AND FRANCE.

FALL AND WINTER.

Salon from $60 to $75. Excursion trip from $110 to $125. Second Cabin, outward, $45; prepaid, $45; excursion, $80. Steerage passage at low rates. Peter Wright & Sons, General Agents, 55 Broadway, New York.

Henry Funk, 1218 Farnam st.; Paulsen & Co. 1420 Farnam st.; D. O. Freeman, 1414 Farnam

CARBOLIC SMOKE BALL

Trade Mark.

MANY LITTLE CHILDREN *in Omaha have given older persons a dose of Carbolic Smoke Ball, for Catarrh, Asthma, Bronchitis, Hay Fever, Neuralgia, Deafness, Eyes, Ears, etc. This cut, which is copyrighted, shows the great simplicity of the "Smoke Ball," and how easily it can be administered. Little Daisy takes her $2 that she has saved up for the missionary, and buys her grandma a "Smoke Ball." The old lady has been troubled for years with Catarrh, but now, with thanks to her little grand-daughter, she is about well again.*

Grandma, you're looking so much better
Than you have for months or more,
But you must follow directions to the letter,
While I snap this ball as I did before.

And when I snap you must inhale
The smoke from this Carbolic ball,
'Twill reach the disease and never fail
To make a certain cure; that's all.

When you get well I thing you'll praise me,
And I'll tell you what you ought to do.
Just sign a paper that I'm a daisy,
And that CARBOLIC SMOKE BALL is a daisy, too.

This remedy is meeting with wonderful success throughout the United States. It is endorsed by medical scientists and all who use it. Though taken by inhalation it is like no other inhaler ever in use. The medicine rises as a smoke and is lighter than the air you breath, penetrating and thoroughly treating every air passage of the head, throat, bronchial tubes and lungs. Many of the best citizens of Omaha are using the Smoke Ball, and are enthusiastic over its merits. Call at our office and be convinced by a FREE TEST.

Sent by mail on receipt of $2, and 4 cents for postage.

Carbolic Smoke Ball Company,

Southeast Corner 15th and Dodge.

HIMEBAUGH & TAYLOR

DEALERS IN ICE TOOLS.

Fine Holiday Goods!

Carving Knives and Forks.
Pocket Cutlery.
Scissors in Cases.
Skates, Etc.

HOW TO ACQUIRE WEALTH.

NO BLANKS! BIG PRIZES! EVERY YEAR OVER A MILLION DISTRIBUTED. MORE THAN ONE DRAWING A MONTH. TWO DRAWINGS IN FEBRUARY, THE 1ST AND 20TH.

Only $3.00 required to secure on Royal Italian 100 francs gold bond. These bonds participate in 225 drawings, four drawings every year and retain their original value until the year 1911. Prizes of 2,000,000 1,000,000, 500,000 &c. francs will be drawn, besides the certainty of receiving back 100 francs in gold, you may win 4 times a year and so come into possession of a fortune. We offer these bonds for $2.00, monthly installments as long as our supply lasts.

With only $2.00 as first payment you can secure 6 European government bonds, which are drawn 16 times annually with prizes amounting to over 2,000,000 marks, balance on easy monthly instalments. Safe investment of capital as the invested money must be paid back and many chances to win a big prize. Money can be sent by registered letter, money order or by express, and in return will be forwarded the bonds. For further information, call on address,

BERLIN BANKING COMPANY, 305 Broadway, New York.

N. B.—These bonds are not lottery tickets, and the sale is legally permitted. (By law of 1878).

DEWEY & STONE

FURNITURE.

A magnificent display of everything useful and ornamental in the furniture-maker's art, at reasonable prices.

C. S. RAYMOND,

RELIABLE JEWELER,

Watches, Diamonds, Fine Jewelry, Silverware

The largest stock. Prices the lowest. Repairing a specialty. All work warranted. Corner Douglas and 15th streets, Omaha

Licensed Watchmaker for the Union Pacific Railroad company.

The C. E. Mayne Real Estate and Trust Co

N. W. COR. 15th AND HARNEY, OMAHA.

Property of every description for sale in all parts of the city. Lands for sale in every county in Nebraska.

A COMPLETE SET OF ABSTRACTS

Of Titles of Douglas county kept. Maps of the city state or county, or any other information desired, furnished free of charge upon application.

DRS. S. & D. DAVIESON,

448 LAWRENCE STREET,

DENVER, - - COLORADO,

Of the Missouri State Museum of Anatomy, St. Louis, Mo.; University College Hospital London, Giesen, Germany and New York. Having devoted their attention

SPECIALLY

TO THE TREATMENT OF

Nervous, Chronic and Blood DISEASES.

More especially those arising from imprudence, invite all so suffering to correspond without delay. Diseases of infection and contagion cured safely and speedily without detention from business, and without the use of dangerous drugs. Patients whose cases have been neglected, badly treated or pronounced incurable, should not fail to write us concerning their symptoms. All letters receive immediate attention.

☞ JUST PUBLISHED ☜

And will be mailed FREE to any address on receipt of one 2 cent stamp, "Practical Observations on Nervous Debility and Physical Exhaustion," to which is added an "Essay on Marriage," with important chapters on DISEASES OF THE REPRODUCTIVE ORGANS, the whole forming a valuable medical treatise which should be read by all young men. Address—

DRS. S. & D. DAVIESON,

448 Lawrence St., Denver, Col.

NO MORE CATARRH. This Great German Remedy is a positive cure. Free sample package and book for 4 cents in stamps. E. H. MEDICAL CO., East Hampton, Conn.

LINCOLN BUSINESS DIRECTORY

Recently Built. Newly Furnished

The Tremont,

J. C. FITZGERALD & SON, Proprietors.

Cor. 8th and P Sts., Lincoln, Neb.

Rates $1.50 per day. Street cars from house to any part of the city.

J. H. W. HAWKINS,

Architect.

Offices—33, 34 and 42, Richards Block, Lincoln, Neb. Elevator on 11th street.

Breeder of GALLOWAY CATTLE. Breeder of SHORT HORN CATTLE

F. M. WOODS,

Live Stock Auctioneer

Sales made in all parts of the U. S. at fair rates. Room 3, State Block, Lincoln, Neb. Galloway and Short Horn bulls for sale.

B. H. GOULDING,

Farm Loans and Insurance.

Correspondence in regard to loans solicited. Room 4, Richards Block, Lincoln, Neb.

Riverside Short Horns

Of strictly pure Bates and Bates Tapped cattle. Herd numbers about 60 head.

Families represented: Filberts, Craggs, Acombs, Renicks, Rose of Sharons, Moss Roses, Knightly Duchesses, Flat Creek Young Marys, Phyllises, Louans and True Loves.

Bulls for sale. 1 Pure Bates Filbert, 1 Pure Bates Craggs, 1 Rose of Sharon, 1 Young Mary, 1 Pure Cruick Shank and others. Come and inspect the herd. Address, CHAS. M. BRANSON, Lincoln, Neb.

When in Lincoln stop at

National Hotel,

And get a good dinner for 25c.

FEDAWAY Prop