SENATORS IN CONFERENCE.

County Superintendents Discussing Needed Changes in School Laws.

Nebraska Sheriffs Ask a More Definite Law Regarding Their Fees-New State Officials at Their Posts -Lincoln News.

LINCOLN BUREAU OF THE OMARA BEE,

LINCOLN, Jan. 4. A dozen or more county superintendents were in conference with the state superintendent to-day at the state house. The meeting was called by Superintendent Lane two or three weeks ago for the purpose of considering some of the needed changes in the school law. Other matters of importance to educational circles were also discussed. It was decided to recommend to the legislature that the annual meeting for the election of district officers, with such other changes in the statutes as may be necessary to harmonize the work of the county treasurer, clerk and commissioners, relating to the change as contemplated. The educational heads in conference also think it best for an enactment fixing a date, not later than July 15 of each year, for district census reports and return of the tax levy. Some other changes in the school law will be recommended. A committee of four to act with the state superintendent, who is the chairman of the committee, was appointed to attend the legislative sessions to superintend school legislation, viz: Mel-vin, of Nemaha, Burkett, of Sew-ard, French, of Saline, and Clary, of Otce, It is barely possible, however, that the lawmakers of the state may see fit to en-gineer the legislation of the session of 180 gineer the legislation of the session of '89, without outside superintendence. It is given out that the conference of superintendents, which closed to-day, advises the location of two more state normal schools, one in the Second congressional district and the other in the Third. This recommendation breeds large appropriations, and it is possible that it will engender a few vigorous kicks on the part of economists if nothing more. So far as heard from the advice does not receive general approbation, and the necessary ap-propriations will hardly receive a hearty aye

proriations will hardly receive a hearty aye and amen. County superintendents as follows were in attendance:
S. A. Boyd, Antelope county; Albert Snare, Buffalo county; E. A. Enright, Boone county; J. A. Doylas, Brown county; W. C. Walker, Butler county; E. E. Shremway, Cedar county; L. C. Spangler, Colfax county; Dayton Ward, Dixon county; A. d'Allomand, Evenas county; E. B. Barton, d'Allemand, Furnas county; E. B. Barton,
Hamilton county; C. A. Manville, Holt
county; E. B. Cowles, Jefferson county;
Mrs. M. A. Connell, Kearney county;
Frank D. McClusky, Lancaster county;
James W. French, Nuckolls county; William
M. Chay Otto county; Platt M. Clary, Otoe county; L. J. Cramer, Platt county; J. D. French, Saline county; O. Dooley, Saunders county; G. F. Burkett, Seward county; J. W. Henderson, Washing-ton county; W. E. Howard, Wayne county.

SUPREME COURT NEWS, Court met pursuant to adjournment. The following gentlemen were admitteed to practice: H. Wade Gillis, Charles A. Ready.

The following causes were argued and submitted: Sterling vs Pearson, Volker vs Bank. Briefs to be filed.
Court adjourned to Tuesday, January 8

1889, at 8:30 o'clock a. m.
Latham et al vs Schaal. Error from the district court of Sarpy county; affirmed.
Opinion by Reese, chief justice:

1. The verdict of a jury was set aside and

a new trial granted upon the motion of the losing party, which motion was based upon a number of assignments, among which were misconduct of the jurors and that the ver-dict was not sustained by sufficient evidence. In the absence of a bill of exceptions, showing what the evidence was, it is presumed that the decision of the court in granting a new trial, was correct; the journal entry not showing the reasons for which the verdict

2. "Influence to vitiate a will must be such as to amount to force and coercion, destroy-ing the free agency of a testator, and there must be proof that the will was obtained by coercion; and it must be shown that the cir cumstances of its execution are inconsistent with any hypothesis, but undue influence, which cannot be presumed, but must be proved and in connection with the will and not with other things." Bradford vs Vinton (Mich.) 26 N. W. R., 401.

3. In the absence of a copy of the will, in the bill of exceptions, the supreme court cannot say whether the property was improvidently distributed, and owing to such absence, it cannot be presumed that the dis-trict court erred in excluding the evidence as to the financial condition of some who would naturally be the recipients of the bounty of the testator. City of Omaha vs. Kramar. Error from the

district court of Douglas county. Reversed and remanded. Opinion by Maxwell, J. 1. A witness called to testify to the dam-1. A witness called to testify to the damages to certain private property from the location and construction of a public improvement pear it, may state what the property was worth immediately before the location and construction of the improvement and immediately afterwards in other words, what the property was worth without the benefits, but cannot be permitted to state the amount of damages thereby sustained by the land owner as that is a deduction to be made by the jury from

the evidence.
2. The words "or damaged" in section 21, article 1, of the constitution, include all damages arising from the exercise of the right of eminent domain, which causes a diminution in the value of private prop-

McClenghan vs Omaha & Republican Valley Railroad company. Error from the district court of Saunders county. Reversed and remanded. Opinion by Reese, Ch. J. Instructions set out at length in the opinion, examined and held, erroneously

A railroad corporation, although authorized by law, to construct its road across a stream, is liable for damage done to lands ad-jacent thereto by the construction of a bridge which causes the water and ice to gorge and overflow such land, and in the selection of the character of the bridge to be built due regard must be had to the rights of the ad jacent land owners, as well as to the safety of the public who may travel over its road, or who may require the use of the same for the transportation of property Kansas Manufacturing company vs Wag-

Error from the District court of e county. Affirmed. Opinion by

Reese, Ch. J.

1. Plaintiff brought an action against defendant for the purchase price of a wagon which it alleged it had sold to defendant. The defense pleaded by the answer was that defendant had purchased the wagon from plaintiff's agent, not knowing of his agency, but believing the wagon halos and but believing the wagon belonged to the vendor, that he had paid therefor with the exception of \$35, for which he offered to let judgment be rendered in favor of plaintiffs. It was shown that the agent was deceased. On the trial the court permitted defendant when upon the witness stand to state the contract of purchase from the deceased; defendant at the time objecting. Held, no error and not a violation of the provisions of section 320 of the civil code; plaintiff not being in any sense the representative of a deceased person in the suit.

2. Upon the introduction of plaintiff's evi-

2. Upon the introduction of plaintiff's evi dence in chief, it produced evidence tending to show that its agent, who was deceased, conducted his business as an agency, and not in his own name. This evidence was not by defendant with testimony which tended to show otherwise and that to all appearances the deceased had conducted the business as his own. On rebuttal plaintiff offered additional testimony tending to support his theory of the case in that particular, which upon objection being made upon the ground that the testimony offered was not proper as evidence in rebuttal, which objection was sustained by the court. Held, no error.

Licke vs Yakman et al. Error from the district court of Douglas, county. Afterned

trict court of Douglas county. Affirmed. Opinion by Reese, Ch. J. 1. In an action to quiet title, where the parties claim from a common source, a witness who was the real estate agent by which ness who was the real estate agent by which the alleged transfer was made to the defend-ant in the action, was asked upon the witness stand, what the custom was among real estate men, as to selling real estate for credit, as he has done, and upon objection, the testimony was excluded. It was held that there was no error in the ruling of the court,

there being no authority for the sale on Where in the trial of such a cause a witness was called and asked as to negotiations instituted by himself for the purchase of the real estate involved in the suit, such negotiation being entirely disconnected with the alleged purchase by the defendant, it was held that the offered evidence was properly excluded.

Mead vs. The State. Error from the dist-SUPREME COURT PROCEEDINGS.

rict court of Adams county. Reversed and remanded. Opinion by Reese, ch. J.

1. Simple larcedy is the felonious taking and carrying away of the personal goods of another, with intent to deprive the owner, permanently, of his property. The taking must be with a felonious intent, otherwise there is no larcedy. If A should take the property of B believing that it was with B's consent, and that the property belonged to consent, and that the property belonged to A. there could be no larceny, because no

riminal intent. 2. Evidence examined and held not suffi-tent to sustain a verdict of guilty of lar-Huff vs Slife. Error from the district court

of Adams county. Aftirmed. Opinion by L One who, before maturity, uncondi-tionally guarantees the payment of a promis-sory note becomes absolutely liable upon default of the maker. Hungerford vs Brown,

2. The mere neglect of the holder of a note sue the maker does not discharge the guarantor, although the maker becomes in solvent. Brown vs Curtis, 2 Comstock, 225. Alexander Bros. vs Graves. Error from the district court of Webster county. Reversed and remanded. Opinion by Reese, Ch. J.

1. A purchased certain personal property from B on time, and for the purpose of securing the purchase price, exe-cuted a chattel mortgage on the property purchased. The purchase was made and the chattel mortgage executed under an assumed and fictitious name. The parties to the transaction being unacquainted the vendor supposed the name given was the true name of the purchaser. The purchaser stated that his residence was in Webster county, which was correct, and the mortgage was duly filed in the proper office in that county. Subsequent to the filing of the mortgage, A sold he property to C under his true name after bad examined the records for chattel mortgages executed by A, and finding none. In an action of replevin by B against C for the possession of the mortgaged property, it was held that B should recover judgment. Muldoon vs Levi. Error from the district

court of Douglas county. Opinion by Reese, Ch. J.

1. A judgment was rendered against deendant in the county court. Within ten days hereafter he filed an undertaking for appeal. Subsequently, but more than thirty days after the rendition of the judgment, he filed his transcript in the district court, whereupon defendant in error filed his motion for a judgment in his favor, similar to that en-tered by the justice of the peace, without filing an additional transcript. The motion was sustained and judgment entered accord-ngly. Held, no error.

ingly. Held, no error.

2. Chapter 97 of the session laws of 1887, being "An act to amend section 1911 of the code of civil procedure, and to repeal said original section," held to be constitutional, n so far as it was amendatory of the section referred to, and to that extent, at least, valid. 3. Where a statute contains invalid or uno. Where a statute contains invalid or un-constitutional provisions, if the valid and in-valid are capable of separation, only the latter are to be disregarded. See Board of Supervisors vs Stanley, 105 U. S. S. C. Rep.,

Youngson et ux vs Rollock. Error from the district court of Kearney county. Affirmed as to George N. and reversed as to Helen Youngson. Opinion by Reese, Ch.

1. Where an action was against two or more defendants jointly, and the verdict of the trial jury was in favor of the plaintiff, but against one defendant only, and the court, by mistake or oversight, rendered judgment against both, the mistake being conceded in this court upon proceedings in error, the mistake in the judgment will be corrected without remanding the cause for a ew trial.

2. The evidence examined and found suffi-

cient to sustain the verdict of the jury. Chamberlain vs Brown et al. Error from the district court of Cherry county, Affirmed.

Opinion by Reese, Ch. J.:

1. Error cannot be assigned upon a ruling or action of the district court made or taken with the consent of the complaining party.

2. An objection that the verdict of the jury is not sustained by the evidence, cannot be sustained unless all the evidence submitted to the jury is made part of the record and ontained in the bill of exceptions.

3. A judgment will not be reversed for errors appearing on the record unless such errors have prejudiced the rights of the com-4. Instructions given and refused cannot be considered unless certified to by the clerk of the district court. Amendment was

properly allowed. 2. A person who unlawfully shoots another and wounds him, whether intentionally or through negligence, is liable for the damthereby sustained by the party in-

Little et al vs Giles et al. Appeal from the district court of Lancaster county. Affirmed as to all plaintiffs who did not

disclaim. Opinion by Maxwell, J.

1. At co.nmon law a devise of real estate
in order to convey the fee must contain
words of inheritance or perpetuity, but under
the statutes of this state, such words are not necessary to convey the fee and every devise of land is to be construed to convey all of the estate of the devisor therein, unless it shall clearly appear by the will that the devisor ntended to convey a less estate.

2. A devise "to my beloved wife Editha J

Dawson, I give and bequeath all my estate, real and personal, of which I may die seized, the same to remain hers, with full power, right and authority to dispose of the same as to her shall seem most meet and proper so long as she shall remain my widow, upon the express condition, however, that if she shall marry again, then it is my will that all of my estate herein bequeathed, or whatever may remain shall go to my surviving children, share and share alike," etc. Held, that under the statutes of this state a conveyance of such real estate by Editha J. Dawson, after the death of the testator and before her marriage conveyed the fee to such realty, and her subsequent marriage did not effect

the title to the same. 3. The words "or whatever may remain" in the will apply to both the real and personal estate, and are restricted to such part of the estate as remained undisposed of at the time of the second marriage of Mrs.

When a testator devises all his estate. real and personal, giving his devisee the power of unqualified disposition of the property devised, the devisee may convey the legal title thereto, and a limitation over in a subsequent clause of the will in favor of other persons of "all of the estate herein bequeathed or whatever may remain" at the

queathed or whatever may remain" at the marriage of the first taker, will not affect the titles previously conveyed. 5. Evidence of the situation of the parties may be received when it is necessary to a correct understanding of a bequest, together with the facts and circumstances which may reasonably be supposed to have influenced the testator in making the will in order that the court may ascertain his motives and in-

6. An attorney who sells real estate for his client and represents the title to be good, which representation is relied upon, cannot thereafter assert title in himself to any of

State ex rel Franklin County vs William C.

Cole. Mandamus. Demurrer sustained,
Opinion by Reese, Ch. J.
Defendant was the duly elected and qualifled county clerk of Franklin county. During
his term of office an application was made to
the supreme court for a peremptory writ of
mandamus, requiring him to certify and report the collection of certain fees, which it is
alleged that he has failed to report. To this
relation he filled his answer, controverting relation he filed his answer, controverting its principal allegations. Subsequent to that time he filed a supplemental answer, alleging that since the filing of his original answer his term of office had expired. To this a general demurrer was interposed by the re-lator. It was held, that the facts stated did not constitute a defense and the demurrer was sustained.

Klostermen vs Olcott. Error from the dis-trict court of Lancaster county. Affirmed. Opinion by Reese, Ch. J.
1. The firm of R. W. & W., in the year
1881, entered into a contract with one L. and gave a bond to sell him promissory notes upon certain terms and conditions, and to guarantee the payment of the same without guarantee the payment of the same without notice in thirty days after the maturity of each note. In November, 1883, the firm of R. W. & W. was dissolved by the withdrawal of R.; W. & W. thereupon entered into a new contract and gave a new bond to L. which provided that W. & W. would guarantee all notes sold to L. and, without notice, pay such as were not paid thirty days after maturity thereof. Under this arrangement W. & W. procured a large number of notes to be renewed and transmitted the same to L., and thereby obtained credit for them-selves upon their account. Held, that there selves upon their account. Held, that there was sufficient consideration for the bond and 2. That the contract being a direct promise

ance was required. 3. Where a court, in its first instructions, states the object of the action, a party desiring a more explicit instruction upon that

ing a more explicit instruction upon that point must ask for it.

4. Where usury in the transaction is pleaded and the testimony is conflicting upon that point, a verdict of the jury finding there is no usury, will not be set aside, notwithstanding the transaction may appear to the court as a device to evade the usury laws.

5. The claim that the vertict is excessive.

5. The claim that the verdict is excessive. Held, not sustained. 6. Where testimony has been introduced tending to show an additional liability from the defendant to the plaintiff, the petition may be amended by leave of court. The Lincoln National Bankys Davis. Appeal from the district court of Buffalo county.

Reversed and dismissed. Opinion by Max-1. Where usury in the original transaction s shown, and where the note has been re ewed a number of times and usurious inter-st added to each renewal and the note ther ransferred to one who claims to be a bona ide purchaser without notice, the burden of troof is on such party to show that he is such

2. A transaction by which a grossly distri-ous note was transferred to a third party as alleged before due for a valuable consider-ation, but in which neither the seller nor buyer can state what had been paid or the manner of paying the same, fails to establish Hail vs Aitken Error from the district court

of Buffalo county. Affirmed. Opinion by Reese, Ch. J. 1. The filing of a chattel mortgage in the office of the recording officer of the county, under the provisions of section 14, of chapter 33, of the compiled statutes, makes such mortgage part of the records of the county, and under section 40s of the civil code a copy thereof duly certified to by the proper officer, is competent evidence of equal credibility to

the original. 2. Where a chattel mortgage is duly filed as required by section 2 of chapter 12 of the compiled statutes, a duly certified copy thereof would be sufficient authority under which the mortgagee could take possession of the property and foreclose the mortgage. In case such foreclosure were not resisted, nor the authority of the mortgagee ques-tioned, a certified copy would not be neces-sary. The original mortgage on file would be sufficient to justify the proceeding when col-

attractive to justify the proceeding when contacted in attracked.

3. Where a vendor in possession of per sonal property sells the same to a pur chaser, who buys in good faith, believing he is obtaining a clear title to the property there is an implied warranty of title by the vendor; and if in such case there is an out-standing claim of title, evidenced by a duly filed chattel mortgage on the property sold, and the mortgagee takes possession of the property for the purpose of forcelosing the mortgage—depriving the purchaser of his possession, and the purchaser notifies the vendor of the proceeding to foreclose the mortgage and offers to allow the vendor to contest the validity of the mortgage in his name at the vendor's expense, which the vendor refuses to do, the purchaser would be justified in declining to contest the validity of the mortgage and look to the vendor for

the purchase price paid. Upon the testimony in a trial to a jury, having been produced, the judge who presided, stated to counsel in the presence of the jury that as a matter of law under the admitted and known facts in the case the admitted and known facts in the case the plaintiff would be entitled to recover, gave at length his reasons therefor and subsequently so instructed the jury in writing. Upon objection being made on the ground that the statements of the judge were made in the presence and hearing of the jury, it was held, that there was no error, and a distinction made between the ruling of a court upon a question of law and fact, which terminates question of law and fact, which terminates the case and whereby statements and in-sinuations made the court give directions to

a jury as to their decision on questions of fact and the merits of the case which is finally to be submitted to them. Carmichael vs Dolen. Error from the disttrict court of Saline county. Reversed and remanded with directions to reinstate the case and surrender judgment on the ver-dict in favor of plaintiff, and for such other proceedings as may be just in the case. Opinion by Maxwell, J.

MEETING OF SHERIFFS.
The sheriffs of Nebraska were in session to-day at the office of Sheriff Melick, at the court house. It seems from the subjects discussed that the sheriffs of the state are anxieus to secure a more definite law regard-ing a class of their fees, and for this purpose assembled together. In some counties there iff and county commissioners regarding fees due, and it is proposed to secure legislation that will settle all points in which they are interested. The subject of mileage was

specially considered. The following sheriffs were present at the meeting: William Coburn, Douglas county; E. A. Wedgewood, Hall county; F. F. Parker, Bart county; William Grimes, Johnson county; James Ireland, Jefferson county: John Wilson, Buffalo county; J. M. Smiley, Seward county; J. E. Erkenburg, Cass county; H. D. Schneider, Washington county; H. D. Schneider, Washington county; E. V. Moore, Dundy county; Charles Penn, Custer county; Fay Davis, Gage county; John Flynn, Merrick county; A. D. Strunk, Pawnee county; Isaac Hill, Kearney county; E. R. Wilson, Saunders county; John Barton, Saline county.
OLD HANDS THE BEST.

The state officials for the ensuing two years were all at their posts this morning Most of the faces at the various desks were very familiar, and very few changes have been made in the clerical forces. The governor, attorney general and secretary of state retain their old help. They are evidently going upon the theory that tried hands are best. John M. Thayer, jr., will continue to be the governor's secretary, Vill Continue to be the governor's secretary,
J. E. Ferris stenographer, and Sam Lowe
clerk. Ben R. Cowdery will continue to officiate as deputy secretary of state, D. E.
Bomgardner recorder, Nelson L. McDoaald
bookkeeper, and Miss N. M. Percell clerk.
Auditor Beaton evidedtly believes in civil
service reform. The forger-hand clerk Mr. service reform. The former bond clerk, Mr. George E. Bowerman, steps into his shoes as deputy auditor. This is generally considered a reward for faithful and efficient service. C. B. Allen continues in the capacity of insurance clerk, M. M. White, book-keeper, and M. English, clerk. The last two gentlemen named are new men. John Stowert Fra will serve as downly attention Stewart, Esq., will serve as deputy attorney general another term, and Miss Effle Leese as clerk and stenographer. Commissioner as cierk and stenographer. Commissioner Steen honors C. M. Carter, one of the most obliging boys at the state house, and makes him his deputy. Brad P. Cook does the chief clerkship, and he will do it well. Mart Howe, bookkeeper, and Victor Abrahamson, J. K. Mariey, Miss C. E. Carmody and Miss Steen, clerks. There is but one change in this ofclerks. There is but one change in this of-fice. Mr. Bartlett continues as deputy treasurer, and the state superintendent of public instruction still goes it alone. It can be said with truth and propriety that there are very few heartaches among the cierical workmen at the state house.

CONSOLIDATION OF BAILBOADS. The Chicago, Rock Island & Pacific rall-way company filed articles of consolidation in the office of the secretary of state to-day. This scheme unites the lowa Southern & Missouri Northern, the Newton & Monroe, the Atlantic & Southern, the Avoca, Macedonia & Southwestern railway companies into one grand system, with a capital stock limited to \$50,000,000. The principal office is fixed at Chicago with an lows branch at Davenport, Scott county. Authority, how-ever, is delegated to establish another office at New York City. The consolidation, under the stipulation of the yarlous leases, is to continne for a period of fifty years from the 1st day of the current month.

Articles incorporating the Missouri River Transportation company, with business of fices at Sioux City, Ia., and Creighton, Neb., were also filed, to-day. The object of the company is to conduct a company carrier business. conduct a common carrier business. The company commonced business to-day with an authorized and subscribed capital stock of \$5,000. Incorporators as follows, viz: Wiam Leech, William Hoise and F. Smith. CITY NEWS AND NOTES.

Lincoln seems to be depopulated to-day. Most of the members of the legislature have gone home to spend Sunday.

Governor Larrabee, wife, daughter and staff returned home this afternoon. They spent the day driving about the city, and were very much pleased with what they saw of it.

Among the first bills to be introduced in the Among the first bills to be introduced in the

house next week will be a maximum freight rate bill. This will be the beginning of the

father of the bill.

Speaker Watson will announce the comuttees of the souse the first thing after the reliminary opening on next Tuespay after-oon. Some of the boys seem to be restless nd fear they will fail to get what they want. Hon. W. F. Cody, wife and daughter, went

SUBURBAN NEWS.

o Omana to-day on the 1:40 flyer.

WASHINGTON COUNTY.

Calhoun. Burthnel Miller and Rhods Hults, both of Calhoun, were married at the residence of the bride's mother, Christmas eve, the ceremony being performed by Squire Miller, father of the groom. None were present but the immediate friends and relatives. The happy couple will live with Mrs. Hultz. Two marriages will soon follow this one, perhaps not until next year.

Our school closed for the holidays, and will commence usum Wednesday, January 2.

The Calboan Union Sunday school entertainment was given Friday evening. It consisted of a snow house with a chimney. through which Santa entered and came forth aded with presents for the children. Major C. C. Bennett, a traveling lecturer.

topped off and gave us quite an lecture about the manners and customs of people of the Sandwich Islands. The gentleman lived sixteen years on the islands, and corrects many historical writ-ings concerning the same. Mrs. Stevens went to Council Bluffs to spend Christmas with her daughter, Mrs.

Mrs. N. J. Brooks spent Christmas with aer daughter, Mrs. Anna Steffen, at Omaha Misses Ettie Stewart, Lue Clark and Adah Crawford, together with Mrs. Living-ston, Mrs. Pettingell and W. E. David, went

to Omaha as a committee to select and pur-chase books as presents for the Christmas entertainment. They purchased about one hundred choice books. We have a beef-shop in our town now which will be quite an accommodation to all those who buy their beef.

Otto Frahm, by request of his teacher, brought to school a mammoth piece of bone, evidently being detached from the hip-bone. If the animal was give, according to a liberal calculation, it would be at least a third larger than Jumbo, with similar proportions. It is supposed to be a bone of an extinct species of the elephant,

Fontanelle. Most of the schools in the county closed

Mr. J. M. Lewis and family, formerly of this place but now of Albion, Boone county, are visiting relatives and friends here. Owing to the mild winter in this section, the amount of feed used is much less than for years past, thus decreasing local demand, consequently lowering prices. There were Christmas trees at the Ger-

man Lutheran and Congregational churches

The German Lutheran church, which was recently built in this city, was dedicated on Sunday, the 23d. The building is on the lot south of the Presbyterian church. Major C. C. Bennett, from the Sandwich Islands, gave an instructive and interesting lecture at the Presbyterian church Sunday evening, December 23, entitled "The Sandwich Islands." The weather was bad, and the lecture was but slightly advertised, so the attendance was small.

On the 19th at noon Mr. Herman Shields and Miss Emma Wilkinson were united in marriage by Rev. R. B. Wilson of the M. E. church. Misses Mamie Devries of Omaha, and Dora Sprague of Blair acted as brides-maides and Messrs W. J. Cook and Denna Allbery as groomsmen. The contracting parties are well known and their many friends wish them abundant happiness. The presents were many and costly.

The Blair school closed with appropriate exercises. In the High school, besides the Rhetoricals, was a debate by the pupils. The West school was open from 2 until 4 on Sat-urday, for the purpose of exhibiting the kindergarten work of the pupils. The work was craedit to the town and to the school Mrs. D. K. Bond has resigned the principal ship of the High school. This will cause much regret on the part of the people. Miss Celia Allbery is home on a holiday

vacation. on a vacation.

Mr. J. S. Stuart is having a well dug on his farm two miles northwest of town, and when the diggers were down sixty one feet they found a large quantity of wood, many

roots, and a large number of shells. On Sunday morning, Dec. 22, at 6 o'clock, the four year old child of Mr. W. W. Wright There is a flourishing Band of Hope in this

city. It has been running but a few weeks, and on Sunday there were over sixty in at A few of our young men are organizing a cornet band. We hope they may succeed, as

a good band is quite an attraction, Improvements are being made in our city on all sides. The railroad park is to be fenced with post and gas pipe. Mr. L. P. Van Liew has the tob.

The Crowell Grain and Lumber company have just completed a new elevator near the depot.

All quiet as the calm after the storm, so is

Blair after the Christmas. Our generous merchants put in a larger stock than Santa Claus could use, so some of them have a sur We are doing nicely during our fin weather. The rain on Sunday made getting

around quite disagreeable, but to-day is clear and cool. Our young folks are taking advantage of the fine ice on Fish Creek, and are having skating parties nearly every day. Mr. and Mrs. J. H. Stewart, Messrs. John Carter, Frank Mead, F. M. Williams and

Misses Cora and Ann Carter went to Lin-coln on Thursday to assist in organizing a young men's prohibition state league and a young woman's state league. They report an excellent time. Mrs. Miller, aged eighty-five, grandmother of Mr. Stephen Phillips, of Blair, died Saturday night. The funeral was held Sunday. Sermon by Rev. Perry, of the Baptist

Judge Crounse wes in town Monday.

A DEMURRAGE LAW.

What Railway Officials Think of the New Bill. A bill has been introduced in the legislature authorizing railroads to charge, not to exceed \$3 per day, for cars detained not unloaded in forty-eight hours after arrival. This is regarded as an important issue in railway circles. At present a demurrage bureau exists in this city, the duty of which is to impose a tariff on detained cars loaded with freight. The rates are, after the first forty-eight hours. \$1 per day for the first five days; \$2 per day for the next succeeding five days, and for each additional day after the first ten days, \$4 per day on each car. But this is not what the railways hope to derive from this bill. The operating departments state that the above agreement concerning demurrage was entered into by representatives of all the roads in Omaha, but there being but articles of agreement, under a stress of circumstances, it might easily be violated. Then again, they can conduct business in this city, and if the individual who is thus situated is a good patron, they will overlook the demurrage and allow him to hold the cars regardless of any additional cost. Where one company does this and the rest don't, they maintain that it

this and the rest don't, they maintain that cuts into the general patronage of those lines living up to the agreement. But on the other hand the officials state that the law should be backed up by a compulsory clause. As the bill is now introduced, it only allows the railway company the right to collect this 33, when, in reality, they are not prohibited from doing it at the present time. An official of the Union Pacific said:
"This means a great deal, and if it is properly constructed it will be a relief to the railroads. Now, it not only protects the rail-roads, but it protects our business men. If roads, but it protects our business men. If there were no charges on detained cars, why this city would be filled with bucket shops in less than a week. You see that a man would open a small office here, take his orders for goods, and ship them without any extra cost after the freight was once loaded. Or, he could, when so desired, purchase when the market was cheap, and hold his freight in cars until he found a

market. In this way he could supply the de-mand which, when he cannot oper-ate, is supplied by men who have expended ate, is supplied by men who have expended thousands of dollars in building up an enterprise in Omaha. All your coal merchants here are in favor of demurrage, but it is the man who has no coal-yard, who has no place to store his stock, who opposes it. Then, as to the financial benefit accruing therefrom, it is worth more than \$5 per day to any company to have its cars ready for service, and it will have a tendency to avoid a blockade of freight, which we have experienced on several occasions in this city.

Will Not Build.

The report in a morning paper to the effect that the Union Pacific is extending its line to Sioux City is pronounced without foundation by the officials of that system. "The fact is," said an official in commenting on the matter, "that we are as near Sloux City now as we care to be. Out line extends to Norfolk, and in this way we reach the northwestern section of this state. What good would result from a line, say the continuation of the Norfolk line to Sioux City! We would be operating a branch and be com-pelled to haul freight consigned westward, an additional 120 miles, when, as it is now, we have it delivered at our door by the Sioux City & Pacific at Council Bluffs. If we aimed to control traffic direct from upper Missouri river points we would have to run a parallel line with the Sloux City & Pacific on this side of the river between Sloux City and Omaha. It is true we might obtain parallel some of the Burlington's patronage, but this yould not warrant such an enormous outlay

The Wage Reduction. In speaking of the reduction lu wages of he section men on the Union Pacific, Superntendent Ressequie said: "We made a reduction because other roads were not paying our prices, and we could see no reason why a man or set of men, should receive a higher compensation for performing work for the Union Pacific than was being paid by other ronds for the same labor. As it is, our prices are as high with the present reduction as

of money.

those of any road."

"I have been occasionally troubled with coughs, and in each case have used Brown's Bronchial Troches, which have never failed, and I must say they are second to none in the world."—Felix A. May, Cashier, St. Paul,

THE LICENSE TRINITY.

United They Stand Upon Several Saloon Applications.

The first meeting of the city licensing beard as at present constituted, took place Thursday afternoon at the mayor's office in the city building, the board consisting of the mayor, president of the council. Michael Lee and City Clerk Southard. The present relations of the board are of a very amicable nature. The business was attended to with carnestness and dispatch and a great deal was accomplished. The first question was that of granting C. S. Higgins a license. After a very few remarks it was unanimously lecided to refuse a license to that gentleman The license of A. N. Kear was also refused, the man having died since the application was

nade. The following licenses were then

granted. granted.
Charles Thies, 1520 South Thirteenth;
John Guek, near Belt Line bridge; Frank
Swoboda, 1354 South Third; Max Lenz, 1433
Saunders: P. Helpeen, 1801 St. Mary's
avenue: Storz & Her. Columbia brewery;
Henry Rohlff, 2056 Poppleton avenue; Frank Henry Kohlff, 2056 Poppleton avenue; Frank Bartos, 1318 South Thirteenth; Mathias Neu, 606 South Ninth; J. T. Kearns, 215 South Fourteenth; Storz & Her, 124 North Fif-teenth; Fritz Siegel, 2406 Cuming; James Falconer, 1420 Dodge; B. Clarik Co., rear 114 South Fifteenth; A. E. Butt, 1124 Capi-tol avenue; Storz & Her, 1124 Dodge; P. Senf, 1906 Vinton; A. B. Snowden, 312 South Thirteenth; James Beatty, 724 South Thirteenth; James Beatty, 724 South Twelfth; Dillon & Co., 108 South Four-teenth; Frank J. Kaspar, 1922 South Thirteenth; Mrs. Amelia Thielgaard, 697 South Tenth; Mrs. Amelia Thielgaard, 697 South Tenth; A. Josten, 2552 Leavenworth; An-heuser Busch Hrewing association, 1217 Jones; N. C. Wiad, 621 North Sixteenth; William Young, 416 South Fifteenth; C. E. Meyer, 1815 St. Mary's avenue; Owen Me Caffrey, III South Sixteenth; F. J. Freitag, 1802 South Thirteenth; Altman & Balbeck, Leavenworth and Spring; Paylon & Cole, 1018 Capitol avenue; John E. Gustus, 1002 South Thirteenth; Grumme & Thiman, 402 South Fourteenth; Dan McCoy, 312 South

Thirteenth.
The following applications were next set aside that the bondsmen might properly qualify. The latter were not known to the board, consequently this method was taken

as a precautionary measure. M. J. Carroll, 1501 Webster; James Carr, 1109 Farnam; William Stoltenberg, 1513 Webster: Henry Linenberger, Hamilton and Thirty-first; Jacob Landrock, 2036 Poppleton avenue: Ketchmark & Ryan, State and Fort; Henry Groock, 2802 Walnut; John Buck, 1202 Cass; Waldeman & Krog, Twentieth and Martha; Peter Fedde, 611 North Sixteenth; J. J. Donovan, 109 South Eleventh; Jetter & Young, 901 Jackson; Wenzel & Nestel, 1322 South Thirteenth; Thomas Dugnid 1108 South System Thomas Duguid, 1102 South Sixth.

There have been 229 applications made for saloon licenses, and 216 have already been acted upon. The board then adjourned to give time to bondsmen to qualify.

CALIFORNIA!

DISCOVERIES.



Santa Abie: and: Cat-R-Cure For Sale by

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And all nature assumes a wintery a pect, those who are prudent and economical will begin to look about for protection against cold weather, changes of temperature, and their results. Win-ter clothing, fuel and BENSON'S PLAS-The are recognized as the most important household necessities. This plaste has secured a permanent place in every well regulated household, as the mo BEGIN of the most sended, as the most valuable external remedy known for Coughs, Colds, Chest Pains, Backache, Rheumatism, Schatica, Lumbago and all aches and pains poculiar to this season of the year. Owing to its great popularity BENSON'S PLASTER has been largely mittated, hence buyers should always ask for BENSON'S and tribute all others would be supported by the same products.

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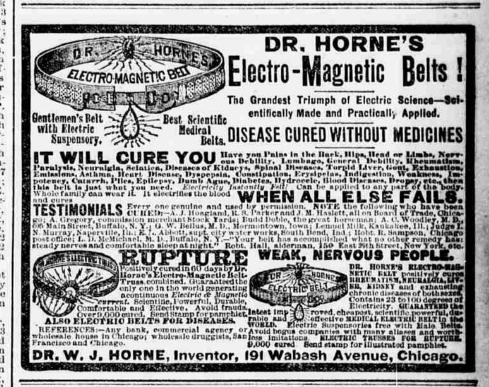
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