THE PLAINTIFF ROAD'S CLOSING

Defense and Points Out the Alleged Flaws in the Contract.

When federal court opened yesterday in the Rock Island-Union Pacific case the cour room was completely filled, almost the entire bar of Omaha being present to hear the eminent legal lights engaged in the case.

Mr. Poppleton resumed his argument, tuking up the question of the length of time covered by the contracts, and citing several Instances in which contracts and leases had been made for several hundred years and one case where a lease had been made for 10,000 years, citing supreme court opinions to the effect that the power given a corporation for the renewal or continuance of its corporate existence beyond the period for which it was first organized carried with it the power also to make con tracts for a longer period than its articles for incorporation provided on their face.

Taking up the question of specific performance of the contract Mr. Poppleton quoted from the terms of the contract bearing upon the fact that the trains of the three roads should be under the direction of the dispatchers of the Union Pacific; also the provisions governing the transfer of freight from one road to another; the stipulation that the tracks should be kept in repair; also that the section providing for the removal of obnoxious employes, and several other stipulations of a like nature. He quoted from a similar case passed upon by quoted from a similar case passed upon by Justice Miller to show that the contract was one which called for a specific performance.

Mr. Poppleton held that it was nonsense to say that the federal court had no power to enforce the contract provided the court should decide that the contract was a valid one. It had been stated that the enforcement of

the contract would result in continual appeals to the court for rulings upon details. This position he held was fallacious and cited the case of the appeal to the courts by the citigens of Iowa to compel the Union Pacific to do certain things with reference to the oper-ation of trains across the bridge. The court had issued a mandamus to compel the Union Pacific to operate trains as requested and nothing more had been heard of it. The same plea of continual litigation had been made in that case, but experience had shown that no such result followed.

Taking up the question of the money con-sideration to be paid by the two roads, Mr. Poppleton quoted from a long array of fig-ures of expert witnesses from which he drew the conclusion that the right-of-way and the construction of the bridge and the tracks to be used under the contracts was reasonably worth about \$3,500,000. Under the contract the Rock Island was to be allowed the use of one-seventh of the capacity of these tracks and the Milwaukee one-eighth of that capacity. Taking one-third of the estimated value of these tracks and the bridge, and calculating interest on this amount at 5 per cent, produced a result of \$59,815, which was far below the \$99,000 which the two companies were to pay for much less than one-third the capacity of the tracks and bridge. He aried from this that the i mount named in the contract was not unreasonable, hence the contract could not be heid to be void on that

Mr. Poppleton closed his argument by a scathing arraignment of the Union Pacific management for the criminal manner in which it disregarded the edict of the state court and said it was not the fault of that company that murder had not been com-mitted in its fiendish derailment of Milwaukee trains.

Waukee trains,

At the conclusion of Mr. Poppleton's argument Judge Thurston, for the Union Pacific offered in evidence the certificate of incorporation of the Rock Island filed in the office of the secretary of state a certificate to the effect that that was all there was on file; also a certificate of the county clerk of Douglas county to the effect that there was nothing of that sort on file there.

the ruling of the court or the admission of these documents was reserved.

Judge Dillon then opened the case for the defendants. Speaking in a very deliberate and declamatory style, he said he had not the strength or the inclination to follow the learned counsel who had preceded him into the wide field which they had traversed. In his opinion there was no necessity for such a course. One of the gentlemen had said he would not weary the court by going into the details of the contract, and there was method in such a course. The speaker held that the contract was the basis of the whole case and its details were therefore important. He remarked that if the court knew nothing of the case except what had been stated by the gentlemen, then indeed must the court be ignorant of the most important details of the

whole matter.

Judge Dillon then announced that he proposed to go into the details of the contract.

He prefaced his remarks by stating that
he should confine himself to the consideration of the Rock Island contract with
such reference to the Milwaukee contract as to any points of difference which may exist between the two contracts. The learned counsel had confined themselves to vitupera-tion and abuse of men for the performance of their duty and had had little to say about the terms of the contract.

He stated that the Rock Island was organ-ized under the laws of the state of Illinois and lowa and was a domestic corporation in the state of Nebraska. The company the state of Nebraska. The company had filed no articles of incorporation as required by the laws of the state, stating the termini and counties through which it proposed to run its lines. Therefore, the comwas not legally constituted in this

state.

He argued at length on this point, quoting to show that the Rock He argued at length on this point, quoting from the contract to show that the Rock Island intended to extend its lines from Council Bluffs via Lincolr to Beatrice, and holding that if such intention had been carried out the Rock Island would have been disabled, under the ruling of the state supreme court, from entering into contract with any parallel or competing line.

The speaker then took up the contract and called the attention of the court to the fact that forty times in the contract it was referred to as a lease. There was every essential quality of a lease in the document. "Under the contract," said he, "the lessee may do anything, without restriction, which any lessee of property may do, and it may do

any lesses of property may do, and it may do everything of substance that the lessor

may do. Let us see if it characterizes this document to call it a trackage arrangement.
"If your honors do not adjudicate this contract as it stands you cannot adjucate it at all. It lets the Rock Island into the full use of the main and passing tracks which are now may hereafter be located between Oman a

"If it shall be necessary during the term of the contract to increase the number of tracks between those points they become joint lessees with the Union Pacific.

the contract does not define where the connections with our tracks are to be made. Is any decree of the court to fix the place where these connections are to be made? The contract does not so provide."

does not so provide."

After speaking on this point in an off-hand style for several minutes Judge Dilion turned to the portion of the contract referring to the joint use of the Omaha and Republican Valley tracks between Beatrice and Lincoln, He held that these two companies, the Rock Island and Republican Vailey companies, were parallel and competing lines and pould not, under the constitution of the state, so use this line. He read from the state supreme court records, in the from the state supreme court records, in the

from the state supreme court records, in the case of the que warrante proceedings brought by the secretary of state at the time of the leasing of the B. and M. road by the Burlington in support of this proposition.

Taking up that part of the contract whereby the Union Pacific was given the right to use the tracks of the Rock Island between South Omaha and Lincoln, Judge Dillon declared that there was nothing in the statutes of the state which gave the Rock Island the right to lease this road to the Union Pacific and there was no power to the Union Pacific and there was no power in the state courts or legislature to give the Union Panific the right to so lease that line. At this point the regular noon recess was

When court convened at 2 o'clock Judge auraton outlined the articles of incorpora-

tion filed in the office of the secretary of state by the Milwaukee and the Rock Island, together with a certificate of the Rock Island accepting the provisions of an act of the legislature providing that companies organized under the laws of another state become a domestic corporation and subject to the laws of the state the same as company organized

Under the act of 1879 these foreign corpor Under the act of 1879 these foreign corporations were required to file articles of incorporation with the secretary of state. The act of 1889 made them corporations of the state by accepting its provisions. The Milwaukes nover accepted this last act, but the Rock Island did. He held that these roads had never done anything which gave them the right to correcte a line and collect tells. the right to operate a line and collect tolls. During the progress of Mr. Thurston's re-marks Justice Brewer asked a number of hypothetical questions which seemed to in-dicate that he did not agree with the speaker n his statements that a road situated as he

and described the Rock Island was not entled to do business, Judge Dillon then resumed his argument. He made the general proposition that the Inion Pacific railway company had no railway company had no power to make the alleged lease or contract of May 1, 1890, hence that contract was void nd cannot be specifically enforced. He held hat the document was designated as a lease broughout its entire length, and repeated the argument of the morning referring to th privileges granted the Rock Island under the erms of the contract, holding that the Julion Pacific could not move its own trains without the consent of the other roads.

By the terms of the contract any lessee may terminate the contract upon three years' notice, and the speaker presented a hypo-thetical case in which the Milwaukee might terminate its contract and then make an arrangement with the Rock Island whereby the latter should haul the trains of the Mil waukee and thus deprive the Union Pacifi of one-half the rental called for by both

ontracts,
The speaker held that under the terms of
the contract these two roads had it in their power to make any rates they might see fit in the territory of the Union Pacific and that oad had no remedy.

road had no remedy.

The judge then reverted to his proposition that the Union Pacific had no power to make the contract in question. He held that a railroad corporation must itself carry on its orporate business and exercise its franchise and it cannot, without express charte authority, delegate any of its business o duties to any other corporation or person. In support of this proposition he quoted copiously from the opinions of Justice Miller

n similar cases. Justice Brewer interrupted the speaker to ask several questions about the right of the Rock Island under the contract to charge less toll across the bridge than was charged by the Union Pacific. The questions were answered in an indirect way by Judge Dil-lon, it being evident that the justice did not ntirely agree with the speaker in his propo

Judge Dillon then took up the charter of the Union Pacific and went through it, reading the headings of the various sections and commenting upon them as he went along. He held that the two roads under the contract could practically absorb the entire capacity of the tracks covered by the contract and thereby freeze the Union Pacific out entirely. Justice Brewer interrupted again to ask if these contracts were not secondary to the demands of the government on the road. To this Judge Dillon replied that this was not the case under the contracts.

Judge Withrow interrupted to say that the contracts were made subject to the claim of the government on the road, and Justice Brewer intimated that such was his under-

Brewer intimated that such was his under-Judge Dillon then took up the question o

specific performance and argued that it would be impracticable if not impossible for the court to enforce the performance because the acts to be performed under it were compli-cated and numerous and would require con-

tinued supervision by the court for 1999 years in order to render a decree effective. Without arguing this point the speaker proceeded to the consideration of the contract so far as it concerned the Omaha & Republican Valley railway company, stating that it was without consideration so far as that company was concerned, and was therefore invalid and unenforceable as against that com pany; and, inasmuch as the provisions of the contract were mutual and interdependent

contract were mutual and interdependent and the covenants and considerations of the other parties to the contract were at separable from the covenants of the Omaha & Republican Valley company, the contract must stand or fall as an entirety, and falling as it must with respect to the Omaha & Republican Valley company, it must fall also with respect to all other parties. The specific performance of the contract, therefore, could not be enforced as against the Union Pacific company.

Without arguing these points the speaker proceeded to the proposition that even if the alleged contract would otherwise have been valid it was invalid because it was never au thorized by the board of directors of the Union Pacific. He stated that no notice had been given to the directors or stockholders that these contracts were to come before the annual meeting of the stockholders and the government directors had no notice of the consideration of these contracts or of their existence. He contended that the action of the stockholders was not a substitute for the action of the board of directors and that the latter body was the one which should have passed upon the contracts. Judge Dillon closed by stating that the his-tory of this case was a curious one and he was sorry he had not the time to outline the

history of the whole matter.

A. L. Williams, general attorney for Kansas for the Union Pacific, followed Judge Dillon. He started out with the general proposition that the contract was ultra vires for the reason that it was beyond the power of the com-

pany to make.

In a humorously drawn allegory Mr. Williams described the case at bar as a clear case of "dog eat dog," and thought that appeals to the sympathy of the court, as had been made by the other side, was time wasted. The question was whether the contract was within the power of the company to make.

Mr. Williams reviewed the history of the organization of the Union Pacific and held that the board of directors were vested with full power to conduct the business of the company, but was not given the power to delegate its powers and functions to any committee. The charter provided that there should be five government directors, and, while the other directors might delegate their powers to a committee, they could not dispense with the power of these five governent directors.

In speaking of these government directors Mr. Williams referred very sarcastically to "the astute Mr. Plummer," the only government director who was a member of the executive committee. He stated that Mr. Withrow went down to New York to have fun with Mr. Plummer and the proceeding was very hilarious. There was nothing to show that Mr. Plummer had been notified that the contracts under consideration were to be acted on. It was Mr. Williams' opinion that no matter in which the government had any interest should be transacted without the Justice Brewer asked why the directors of the Union Pacific, the same as those of any

other company, could not appoint a number ess than the whole to transact the business of the directors.

Mr. Williams replied that this could be

done, but that the number must include all five of the government directors. He then took up the question of whether or ot the contract was uitra vires and whether the court should enforce it. He held that the contract was essentially a lease, and let the Rock Island into a full and complete use of the property of the Union Pacific.

At this point court was adjourned until FELL TWENTY-FOUR FEET.

Little Episode in the Life of Young

Frank Neale. Frank Neale, a seventeen-year-old boy working for Peycke Brothers, fell down the elevator shaft yesterday afternoon and dislo-

cated his right elbow. Neale was employed in the shipping room of the candy factory and was rolling a truck onto the elevator at the second story.

The elevator probably wasn't there, though no one seems to know anything about it, and both boy and truck fell to the basement, a distance of about twenty-four feet.
Screams attracted the attention of other employes and the lad was carried up stairs

and Drs. Hoffman and Blythe summened.
An examination proved the cloow broken and quite a number of bruises. It was impossible to ascertain whether Neale had been internally injured or not. The patrol wagon conveyed the boy to his

Gesaler's Magic Headache Wafers. Cures all

Sisterhood of the P. E. O. and Its State Convention at Superior.

Papers and Who Read Them-York Gets the Next Convention-Closed Last Night-

Just Notes.

Surgeron, Neb., June 19 .- | Special to THE BEE.]-The grand chapter of the P. E. O. ociety of Nebraska opened its second day's ession at 9 o'clock yesterday morning, Mrs. Alice Carey Briggs, state president, presiding The attendance of delegates was largely augnented. After devotional exercises the ques tion box was opened and the chapter indulged in a lively discussion of the various que ions propounded

Miss Edna A. Gering of Plattsmouth read paper on "The Use and Abuse of the Black Ball." She exhibited considerable skill and ability in handling this question, and her de ductions could be wisely and safely followed by all our societies who have occasion to us the ballot. Numerous requests were made for the publication of her paper, but this so lety appears to be very jealous in keeping its ocuments and thoughts for the sole and ex lusive use of the sisterhood, and hence the equest could not be complied with for dification and curiosity of man.

General discussion of business of the order hen followed, and at 11 o'clock memorial ex ercises took place. These exercises were conducted with a great deal of profound sorrow and genuine sympathy and for the time being the room had the appearance of odge of sorrow. During the past year the ociety has lost three of its members who and been among the most prominent and efficient workers, and the tributes paid then today evidenced the fact that while they were among the departed their memory was evered, their acts of life appreciated and their womanhood survived by reason of the daily manifestations of their work being visible. A culogy on the life and character of Mrs. William N. Hunter, late of Superior, was rendered by Miss Dora Speer of Superior Miss Josie Durland of Norfolk delivered the eulogy on Mrs. Mary B. Richards of Nor-folk, Miss Winnifred Ferguson of York deliv-ered the eulogy on Mrs. Carrie Gaudy Baunk of York, Rev. C. M. Shepherd conducted the devotional exercises. The singing was exceedingly appropriate and selected with especial reference to the occasion. The memorial service of this society is out of

the general run and is grand and sublime, i having more of the loving, tender and sympa thetic feature connected with it than is found in our male societies. Superior lodge pre-pared a white chair which was draped in crape with a wreath of roses surmounting in memory of Mrs. Hunter. At the conclu sion of the services the morning session

In the afternoon session the question box was passed. Miss Kate Meek of Superior read a paper, "Is the Present Tendency of Our Society Towards a Truer Womanhood?" which met with high appreciation and evidenced great research and clear reasoning. Business pertaining to the society then intervened, after which came the selection of the place for holding the next convention. Considerable rivalry existed for the location.

Plattsmouth presented its claims as well as

Plattsmouth presented its claims as well as Holdrege, but after spirited ballots York finally captured the convention. Each city had strong friends who fought as tenaciously as old politicions would to secure the location of a state capital. But throughout the contest no bad blood was shown in any respect. Miss Ella Andrus of Wahoo then gave a recitation which elicited generous applause. The president appointed a committee on The president appointed a committee on formula for written instructions to delegates.

The committee reported and the convention then adjourned for supper.

The evening session was principally devoted to general business of the society. Mrs. Minnie Durland of Norfold read a paper on "Our Standard for 1892." Miss Jean Todd's (of Superior) recitation was very taking Superior) recitation was very taking. Mrs. Willian Loudan of Omaha read a paper entitled "Why am I a P. E. O.?" This paper pertained entirely to the society, and her rea sonings evidently were very cogent to the la-dies, especially if the applause which she so frequently received is a fair criterion to judge from. After music the convention ad-journed its session for the evening.

The nome lodge is making it very interest-ing for the convention. Superior lodge, Chapter D, has a membership of forty-eight, and each of these ladies appears to be a com mittee on reception and entertainment. The convention is developing literary talent of no mean order. It closed this evening with a banquet.

JUST NOTES. Mrs. Winnie Durland of Norfolk appeared to be the best parliamentarian and was a ready and pleasant taker. Her sister-in-law, Miss Josie Durland, appeared to be of the same caliber. They were about the best talkers in the convention.

Mrs. Lulu B. Patrick of Holdrege, the cording secretary, was one of the most

responding secretary, was one of the most enthusiastic workers.

Miss Estelle Ryan of Hastings was warmly congratulated on the paper she read to the convention. Miss Ryan is a very bright and intelligent young lady who is making a hos

This convention demonstrated that the order has some very sweet and talented sing-ers. Miss Libbie Jones of Hastings has a

ers. Miss Libbie Jones of Hastings has a charming voice and captured the people at the open meeting held on Wednesday evening by her singing.

Mrs. Mary Houseworth of Plattsmouth, who is the corresponding secretary of the national grand chapter, read a paper pertaining to the order entitled, "Who Can Tell," which is highly commended as a great literary production.

Mrs. Alice C. Briggs was one of the most indefatigable workers, and as state president she presided at the convention with ease and dignity, and made a host of friends.

Mrs. F. J. Fadden, the vice president of the local society, was a host in herself in seeing to the comfort of the guests.

Miss Etta Andrus of Wahoo was another noted elecutionist in attendance; her recitations always merit high commendation.

Mrs. William B. McIntyre of Hastings attended the convention. she presided at the convention with ease and

ended the convention.

Miss May Randall of Fairfield and Miss Eunice Ryan of Alliance closely scrutinized the work of the convention, Mrs. Adele Ballard of Holdrege was another of the singers whose songs were re-ceived with great applause. She has a fine voice which attracts attention at all times,

and she is largely in demand for her musical Mrs. Dr. Bradshaw, Mrs. W. A. Meyers, Misses Dora Speer, Kate Meek and Mamie Volbehr as a reception committee were a good success.

Miss Dora Baumbach of Nelson is particu-

Miss Jean Todd is a remarkably fine clocu-Mrs. C. McNaughton is in charge of the literary bureau. In addition to her duties she takes great interest in the deliberations of the convention and is a first class all

larly noted for her fine playing of the man

around worker, whose services cannot be dispensed with. Military Matters.

Lieutenant Buffington of the Seventh infantry and Lieutenant Rudiz of the Fifteenth infantry are in the city for the purpose of taking the examination before the board for

Private Frank C. Schaffer of company Sixteenth infantry will be discharged at his own request on June 18.

DEATHS.

Notices of five lines or test under this head, Afty cents; each additional line ten cents. GELLENBECK—Mamie, aged 4 years, daughter of Mr. and Mrs. George Gellenbeck, June 11, 1891. Funeral Saturday, June 13, at 2 p. m., from family residence, 611 N. 17th street, to Forest Lawn. Friends invited.

HOWE Robert P., aged 1 year and 9 months, son of Mr. and Mrs. George P. Howe, Nineteenth and M streets, died at 5 o'clock last evening. The body was shipped this morning to Honey Creek, Ia., for interment.

## FAIREST OF SECRET ORDERS. 66

FREELAND, LOOMIS & CO., PROPRIETORS.

### GRAND CLOSING SALE OF

3000 PAIRS OF OUR FINEST SPRING and summer fancy worsted pantaloons at a most startling reduction in prices from early figures this season,

## A NOVEL AND ATTRACTIVE SCHEME.

See what it is! Read the details and methods by which we assure every purchaser of a BONA FIDE REDUCTION IN PRICES.

No talk, no words, no imagination connected with it, but actual discount made from former prices and paid to every purchaser in SILVER COIN.

Commencing Tuesday, June 9th, weoffer as stated above, 3000 pairs of our finest and most fashionable styles of fancy worsted spring and summer pantaloons, of which we have a large surplus received too late from our manufactory, at a most bewildering reduction on every pair, amounting in some instances to 40 per cent discount.

In order that there be no question in regard to the actual discount made each purchaser, the original prices marked on each pair of pantaloons will remain the same as they have been all the season, and the actual reduction made will be given to the purchaser in Silver Coin. You can handle it and estimate the discount you are getting without any talk from the salesman.

On this entire stock of 3000 pantaloons, on all that are marked \$4.50 and over the discount in silver will be found attached to each pair of pantaloons, and after payment of the same the purchaser will be in possession of an amount of silver coin that will show him the most amazing and satisfactory discount which he has ever received.

Lot 1. 500 pairs of Fine Striped Worsted Pantaloons, correct styles, most desirable colorings in every respect, at \$4.50 per pair, accompanied by the discount, which will be paid in silver, on every pair.

Lot 2. We offer 800 pairs of our popular \$5 line of Fine Plaid, Striped and Mixed Pantaloons---goods made by some of the most celebrated American mills---all new, fresh, desirable styles, and with each pair purchased the discount in Silver Coin will be obtained by the purchaser.

Lot 3. We offer 1,000 pairs super quality Fancy Cassimere and Fancy Worsted Pantaloons mantufactured in our own machine rooms in the most perfect manner, the latest styles placed on the market, at \$6 a pair. A large cash discount in silver will be received by each purchaser from this lot.

Lot 4. We offer 500 pairs of the very finest quality Fancy Worsted and Silk Mixed Striped Cassimere Pantaloons made in America, all tailor made, and embracing all the choicest novelties of both domestic and foreign makes that are so popular this season. We offer them now at \$7 per pair, with the large cash discount payable in silver coin which accompanies each sale.

As it is our purpose to distribute these bargain pantaloons as widely as possibly, and as he novelty of paying the cash discount in cash in silver coin is original, and we wish to make it as widely known as possible, we reserve the right to deliver but one pair of pantaloons to each purchaser at the time of purchase.

## Continental

CORNER DOUGLAS AND 15TH STREETS,

Largest Wholesale and RetailClothing House West of the Mississippi River.

SOUTH OMAHA.

Inquest on C. Gee Wo. Coroner Harrigan empanelled a jury to as-certain the cause of the death of John Flook, who committed suicide Thursday evening at his home, 2820 N street. The evidence of the manner, time and place of the suicide was such as has been heretofore published in THE

Dr. C. Gee Wo of Omaha was brought in on a subpoena and during a long and rigid examination gave an account of his professional relations with the deceased. He dectored Flook and used only herbs and roots. He did not inform his patient how long it would require to cure him. Flook expressed estisfaction with the treatment here. pressed satisfaction with the treatment be

ause he felt better.
Dr. James A. A. Kelly described the course of the builet from the mouth to its lodgment in the brain. The jury returned a verdict that Flook died by his own hand, and asking that C. Goe Wo be investigated.

Shrewd Horse Detective. Some days ago a party residing on the west side lost a team of borses. A liberal reward brought a man to the house who thought he knew where the lost horses were,

fifteen miles in the country. Returning in a few hours with the animals he demanded and received \$20 reward from the man's wife and gave his name as G. W. Thompson of On thinking over the matter it was con cluded that the animals could not have been fifteen miles away and returned within the

time it was done and crookedness was at once suspected. On looking up Mr. Thompson, one of the best citizens of Albright, the fraud perpetrated was discovered. St. Agnes' Schools. St. Agnes' parochial schools will close next week with the regular examinations and an xehibition of school work. Father Stephen

Carroli of St. Cecelia's church, Omaha, and Father D. W. Moriarty of St. Agnes, this city, will conduct the examinations.

The school exhibit will be made in St. Agnes' hall, Twenty-third and Q streets, and will be open all week. The public is cordially invited. dially invited. Firemen's Contest. A score of men have made application for appointment on the fire department. To in-

sure good men and to be perfectly impartial a contest will be held at 2 o'clock this afternoon. This afternoon, ladders will be put up on Patrick Rowiey's building and the three men making the best regords will be awarded with the appointment, This is an excellent Picnic of the King's Daughters.

As delightful a picnic as was ever given friends was that given Thursday in Syndicate park by the King's Daughters. Some two score of couples were present. The lunch served was as well prepared as it was nicely served and was a typical King's Daughters spread and picnic. New Run of Stock. Paul Phillips of Dougias county, Kansas shipped in a lot of spayed heifers via the

Kansas City, the first shipment made to

these yards, and were consigned to the American live stock commission company. They sold for \$4.25. Other shipments will Notes About the City. Mrs. John Anderson has returned to Chi-T. B. Clement came in from Kenton, O., to buy feeders. Joseph C. Christie, after a week's vacation

xter, Ia., has returned and has

commenced work on the Third ward school Mesdames Hough and Bigelow have gone to San Jacinto, Colo. Sheriff Frank Harriman of Washington

ounty was a visitor in the city. W. E. Skinner of the traveling force of the stock yards has returned from Chicago. Mrs. Gibson, wife of C. D. Gibson, has gone to Tekamah to spend a week with PERSONAL PARAGRPHS.

H. S. Reed of Lincoln is at the Millard. M. C. Keith of North Platte is at the Pax-Milton Doolittle of Atkinson is at the Pax

G. H. Miller of Grand Island is at the Mur-Walt M. Seeley of Bennett is at the Mil-J. M. Griffith f Wahoo is a guest at the

M. B. Murphy of Plattsmouth is a guest at the Murray. W. N. Richardson of Red Cloud is a guest at the Paxton. Charles Rosewater returned vesterday from Cornell university, Ithica, N. Y., and will spend his summer vacation at home. Dr. Ramacciotti, city veterinarian, left for

New York city yesterday afternoon, having been suddenly called away by the announ-ment that his father was on his death bed. Prof. McFarland, for three years professor of natural sciences in Bellevue college. will soon remove to Harriman, Tenn, to take the position of superintendent of city schools. Harriman is an iron manufacturing town in the Cumberland mountains with a population largely northern and Prof. McFarland is given full authority to organize the schools on the basis of the best models in both liter-ary and industrial departments.

Mr. James L. Ailworth, who has been making semi-annual commercial visits to Omaha for many years, comes this time with omana for many years, comes this time with his beautiful young bride, having been mar-ried a few weeks since to Miss Minnie Spahr of Mount Pleasant, ia. Mr. and Mrs. Ail-worth are stopping at the Millard, and Mr. Allworth is receiving the hearty congratula-tions of his friends in this city, of whom he has many. The bridal tour will be a very extensive one and will include points of interest on the Pacific coast.

# Flavoring

NATURAL FRUIT FLAVORS. Of perfect purity. Vanilla Lemon Of great strength. Orange

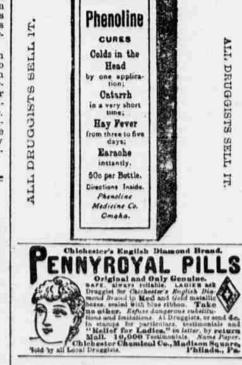
Economy in their use Rose etc. Flavor as delicately and deliciously as the fresh fruit.

GOLD MEDAL, PARIS, 1878. CERMAN Sweet



ly use. Served as a drink or eaten as Confectionery, it is a delicious Chocolate. The genuine is stamped upon the wrapper, S. German, Dorchester,

Sold by Grocers everywhere. W. Baker & Co., Dorchester, Mass.



For sunburn use Fond's Extract.



## ONDONDERRY

ITHIA! Only water containing enough lithi-Never falls to please the most fas-

Doctors everywhere recommend it. Over ten thousand of them drink it.

No other water has ever cured one-half so many cases of rheumatism Do not take our word for it. Enquire of your physician what

Remember Londonderry is the only natural sparkling Lithia Water. Readcarefully our book of cures, ver-ified by physicians, mailed free. You can obtain Londonderry still or sparkling wherever water is sold. Paxton & Gallagher, Distributing Agents for Omaha. CHARLES B. PERKINS & CO.,

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36 KILBY ST., BOSTON, MASS.

is what you need, for it cures all liver, kidney and nerve troubles. 25c package. Remember that

HAHN'S GOLDEN DYSPEPSIA CURE is warranted to cure dyspepsia,

sickheadache, billiousness, lump like feeting in the stomach, or money refunded. Price 50c, of your druggist or by mail on receipt of price. TURKISH REMEDY CO.,



