THE EIGHT-HOUR LAW VALID.

Judges Wakeley, Doane and Davis Pass Upon its Constitutionality.

CONSIDERED THE MEASURE AT LENGTH.

Held that the Law Applies to Laborers by the Week or Month-Contracts Can be

Made.

Last August when the eight-hour law that was passed by the last legislature went into effect, Chrries G. Low, an employe of the Rees Printing company, brought suit to test its constitutionality. The case was argued before Judges Wakeley, Doane and Davis, with the understanding that whatever might be the decision an appeal would at once be taken to the supreme court. Saturday Judge Wakeley handed down the following opinion, in which both of the other judges concurred.

The petition sets forth three alleged causes of action. To each one and to the petition as a whole demurrers were filed and upon these demurrers the case is before us.

One ground of demurrer, that one to which the argument and the citation of authorities on both sides were largely devoted, is dependent upon the proper construction of the act, which should be first considered. The others may be disposed of at the outset.

The chief of these is that the act is special or class legislation and prohibited by the con-stitution. The act fixes or defines the number of hours which shall constitute a day's work for all classes of mechanics, servants and laborers except those engaged in farm or domestic labor. If the act made a distinction as to the class of employers or employes as such, for instance, that it should apply to such, for instance, that it should apply to corporations and not to individuals; to white, but not to colored men; to American born, but not to foreign born citizens, or a distinction of some similar character had been made, there would be much force in the argument against the constitutionality and it might prevail. But the distinction is made in respect to the pur-suit and the kind of labor performed. The act applies alike to all classes and persons engaged in those pursuits or performing the kind of labor which is expected. The judg-ment of the legislature was that farm labor and domestic labor and the pursuits in which such labor is performed are of a character which render it unnecessary to prescribe the hours. We do not think this brings the case within the rule applying to special, or class legislation. It is true that farm laborers may and often do perform work of the same kind as that done by mechanics, or labor other than agricultural. But this is incidental and occasional. The law has regard to the general nature of farm and domestic labor on the one side and mechanical and other kinds of labor upon the other. To another constitutional objection we answer that the act is complete in itself, carrying the whole sub-ject of hours of labor so far as the legislature intended to make any provision, and repealing by implication the only previous act upon the subject. It is not, therefore, an amendatory law, and does not come within the decisions cited on that aubject.
Its title, "To Regulate the Hours of

Labor, 'etc., seems to us an appropriate one and broad enough to cover all of the objects of the act, as we interpret it. If, however, any particular provision should be held not to be within the scope of the title, that provision should be disregarded and the act in other respects uppeld

other respects upheld.

In determining the proper construction of the act, and whether its provisions are un-constitutional, certain established rules must be recognized. The object and spirit of the act must be ascertained. It must be held to be constitutional unless its terms violate or contradict some express provision of the constitution or some principle of fundamental right implicitly guaranteed or protected by it, or which exists above and independ-

the language or terms of an act are ambiguous; if the meaning are ambiguous; if the meaning and intent is clear; if it is susceptible of two constructions, upon one of which it can be upheld as valid and constitutional, but upon the other it must be pronounced void by reason of conflict with the constitution, or with natural right, and in such case it is the duty of the court to give it the construction which will uphold it rather than that which would annul it. Upon these rules all courts and jurists agree. The act had its origin in the movement and agitation of recent and present times in favor of fewer hours of labor and a shorter working day for laboring men. This general object and purpose few, if any, considerate and fair minded men oppose; and certainly the judicial mind should see in it nothing to disapprove. All economic and governmental measures which tend to relieve labor from undue exactions, to increase its remonerations or its purchasing power, to multiply the comforts and the luxuries which a given amount of labor will procure, or to lessen the burdens of taxation imposed upon it—all such measures deserve approbation and encouragement. The only restraints which courts should or can impose upon them are those, if any, which may be necessary to protect the legal or natural rights of those affected by them.

The arguments at the bar and the elaborate and exhaustive briefs upon the scope and validity of the act take a wide range and dis play much thought and research. The numerous authorities cited have had due attention ous authorices cited have had due attention and consideration, but we do not deem it expedient for the purpose of the present decision to review or discuss them. This will be more appropriate in the reviewing tribunal, to which we assume the final judgment of the court will be submitted. We content our selves with stating as briefly and succinctly as practicable our conclusions upon such questions, and only such as we deem to be involved in the cause upon the legal issues presented by the demurrers.

We addressed ourselves first to the proper construction of this act, which contains four

Section 1 is plain, direct and unambiguous. It declares that eight hours shall constitute a legal day's work for all classes of mechanics, servants and laborers except those engaged in farm or domestic

That the legislature may define what shall be understood and meant by the term "day's work," when used in a statute or a contract, written or verbai, no one denies. Chapter 94 of the compiled statutes is devoted to weights and measures, stating in detail how many pounds shall constitute a ton, or a bushel in the case of a large number of arti-cles named, and prescribing penalties for false weights and measures. The definition of a day's work is precisely the same kind of legislation, and it cannot be doubted that when A agrees to perform a day's work for

B and has worked eight hours in one day that he has performed his contract. For the sake of clearness we pass over at this point the question of whether or not the same rule applies in the case of an employment by the week, or by the month, and will review it in its proper order. Section 2 gives us no aid in its construction. It merely says that open violation or evasion of the provisions of the act shall constitute malfeasance in office of the cases rescribed and work the

in the cases prescribed and work the suspen-sion or remeval of the officer designated. Section three is influential and very important in the interpretation of the law. Upon this two of plaintiff's alleged causes of action depend, and upon it largely the question of immeasurable importance to laboring men and to the business world, whether or not in the state the right of private contract remains to men of full age and sound mind to make such agreements in regard to labor as

the mutual interests of the parties may require, and may prompt them to make.

Its language is this: "Any employer or corporation working their employes over the time specified in this act shall pay as extra sation double the amount per nour as paid for the previous none."

The plaintiff by his learned counsel insists to effect that this section covers every case o which a man or person actually works for acother more than eight hours. In any one der whether by the illegal exaction or re-narement of the employer, or voluntarily in pressure of a contract freely and intelbeenly made by the parties. In his first and second cause of artice the plaintiff alleges a contract to work for the defendant's company for ten house is a day at 30 cents per hour, and allogos that he was paid the full contract price. But he losists that, notwithstanding, he is

least acquiesces in this construction of the law, and upon that interpretation of it, found a strong argument against its constitutionastrong argument against its constitution-ality on the general ground of its attempt to abrogate the right of private contract secured by the constitution, and a fundamental right of the citizens of a free government. To this proposition very much of the argument on both sides was directed and many cases on both states was directed and many cases were cited. We have been greatly instructed by the arguments and by the authorities cited, but upon mature deliberation and upon the best reasoning which we can apply to the question, we cannot sanction the construction put upon the act by the counsel. Some of our reasons for this conclusion will be

1. If it had been intended to prohibit a laborer from working, or making a valid con-tract to work more than eight hours in one day for the same man, or corporation, it would have been very easy to have said so in clear and direct terms. But no language is found from the beginning to the end of the act which prohibits or in any way to dis-

act which prohibits or in any way to dis-courage from making a contract to work as many hours as he may choose, either far the same employer or for more than one. This is virtually, if not expressly, con-ceded by plaintiff's counsel, as we under-stand his argument. But his case and his argument rest without disguise upon the theory that if a contract be made for more than eight hours' labor in one day, at so much per hour; and if the employer shall pay the full contract price, as in his case the defemiant did, yet the employe may recover an additional extra compensation by virtue of section 3. It needs no argument to show that if the law means this employers will iot as a business transaction, make contracts for more than eight hours labor per day, and, practically, the result will be the same as if the laborer was directly prohibited

same as if the laborer was directly probabiled from making a contract to work more than eight hours in a day for one employer.

2. The controlling words in section 3 are "working their employes over the time specified in this act." Not working them more than eight hours in one day, but "over the time specified in this act." What is that time? The only sections which in any way purport to specify the time are the lirst and purport to specify the time, are the first and fourth. The first says that eight hours shall constitute a legal day's work, etc. So far as this section specifies time section 3 may well and reasonably be construed as applying only to a case where an employe is "worked" more than eight hours under a contract for a day's work. As to the time specified in section 4, there is no room for doubt or for construction. This is the language, omitting a few words not material to the meaning:
"Any persons or parties, or any such cor-

poration, or private employer, who shall fail poration, or private employer, who shall fail to comply with, or secretly evade, the provi-sions thereof, by exacting or requiring more hours of labor for the compensation agreed to be paid per day, than is herein provided for, shall be guilty of a misdemeanor."

Nothing can be plainer than that this sec-ion refers only to a case where there has been an agreement to pay a certain compensation per day; and the employer exacts or requires more than eight hours' labor under the agreement. The provisions of the act are violated or evaded only when the compensation "per day" has been agreed apon, and more than eight hours exacted. There is no suggestion that the act, or any provision of the act is violated or evaded when the employe voluntarily works more than eight hours in a day and receives the compensation agreed upon for the whole number of hours.

Considering the act as a whole, our best judgment is that the right to "extra compen-sation," given by section 3, as well as the penalty denounced by section 4, is limited to case of evading or violating an agreement for a day's labor.

for a day stator.

3. The language of section 3 is: "Any employer or corporation working their employes over the time specified in this act," etc. The word "working" is used in an active sense. It clearly implies that the employer requires or compels his employe to work over the time meant by the section. If we say that a man works his apprentice too we say that a man works his apprentice too
many hours, or works his animals too hard we mean that he
requires or compels the work to be
done. The language used is inapplicable to
the case of work voluntarily performed by
the laborer beyond the eight hours for the
sake of the extra wages agreed upon ake of the extra wages agreed upon.

4. The plaintiff's construction of the act is

that the employer must pay extra compensation if he merely suffers an employe to work more than eight hours in a day. If this be so, suppose that A. without any contract as to time or wages. should work for B, with his knowledge and implied consent, nine hours or ten hours in one day. Can he recover the statutory "extra compensation" for the nine and ten hours, in addition to the reasonable value of all his work! If A works for B by the jobfor instance in cutting a field of wheat, in sawing a pile of wood, in excavating a cellar or in setting 100,000 ems of type, and R permits him to work more than eight hours in one day, is he liable for "extra compensa tion" under the law? If the contract is for eight hours, or a day, and the employe is paid off at the end of that time and then renired for two hours more and paid the agreed price, is, therefore, the law violated? It does

not seem to us reasonable that the legisla-ture intended this.

"5. Looking for aid beyond the letter of the statute, and to its spirit and purpose, the re-sult is the same. The act was framed, pre-sumably in the interest of laboring men. It has passed into an axiom that "labor is the source of all wealth." It is the basis and ground-work of all progress and civilization. But the feature of it with which we are here concerned is this: With a large portion of our citizens their labor is their only property. The ability or faculty of labor is their only wealth. To deay them, by law, the right to wealth. To deny them, by law, the right to work as many hours, and earn as large wages as in their judgment they are able and willing to do, would be, in many cases, to deprive them of the right to earn enough for the comfort or necessities of themselves or their families. No legislature has ever attempted directly to do this. Shall we say that by this law the Nebraska legislature has attempted indirectly to limit the opportunities of labor to care all it can earn, and imposed penalties upon the employer who may posed penatties upon the employer who may hire a laborer to work more than eight hours n one day! Who can doubt that the law so construed would, as a rule, prevent the abover from being employed! Such an in-

ent should not be imputed to the legislature y inference or doubtful construction. 6. It is within common knowledge-more within the knowledge of business men than of judges—that many manufacturing and inustrial establishments, many lines of transportation and of other business, are and must be kept in operation more than eight hours per day—sometimes from necessity, sometimes for economical management. Is it intended by the law that in all such cases the set of employes who have worked eight hours must then be discharged and others hired! Must another set of employes stand ready to take their places for two or four or more hours as the necessities or exigencies of the business may demand? If so, what is gained from the change, either by employer or employe? If there be no purpose to evade the provisions of the act, and the contract for the number of hours' labor is for the mutual interest of the parties in their own judgment, why should the law forbid or discourage them from making the contract or undertake to

make one for them? We cannot ascribe to the legislature a design to so provide. 7. It was strongly pressed in argument that the observance of an eight-hour day in the industrial world would be a great social advancement; would better the condition and promote the elevation of the laboring classes, and would tend to give employment to a greater number of men and women. We need not and do not take issue with counsel upon the desirability of such an end. But the question remains whether the legislature has undertaken to compel men against their will to contribute to this beneficent result, or whether it is to be accomplished by voluntary action. Every laboring men for himself and all associations of laboring men for them-7. It was strongly pressed in argument that and all associations of laboring men for them-selves, are free to refrain from laboring or making contracts to labor more hours than they choose, or making contracts to work otherwise than by the day, week or month. May not the whole matter be safely left to their own sense of duty to themselvis, and of justice to others, as we think this law has in the main left it? Other considerations might be adverted as tending to the conclusion we have reached, which, to avoid pro-

lixity, we pass by. And this conclusion renders it necessary to determine whether the law would be unconstitutional if it attempted to prohibit such contracts as the parties in this case made.

The third cause of action alleges employment at \$65 per month, being \$2.17 per day; the performance of ten hours labor on each of two days; payment of \$4.34 thereon, and claims as extra compensation fifty-four cents for the minth hour and \$1.05 for the tenth

hour of each day. This involves the question whether under sections to the extra compensation prescribed such an employment the eight hour provision by statute for the minth and tenth hours. A week or a month is made up of a

certain number of working days in the absence of any contract as to the number of hours' work to be performed in a day (however

Touching Scenes at the Annual Meeting of the Army of the Tennessee.

TRIBUTE TO THE MEMORY OF SHERMAN

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that they should be determined when they arrive upon the proper allegation of fact in the pleadings, or upon the proofs on trial. They are questions of importance in the proper construction and consideration of the act, and should be fully argued before decision. Our conclusions upon the whole case are as follows: First. The act in question as we construe it is valid and constitutional, the happiness of the occasion. Second. Under a contract to perform a day's work, except in the case of farm and domestic labor, the employe is required to work eight hours and no more.

Third. The same rule in regard to the number of hours' work applies in hiring by

ment is a question not presented in this case and not decided. Fourth. If an employer under a contract exacts of an employe more work than is re-quired by it, he is liable for its reasonable

the week or month when there is no special agreement as to the number of hours' labor to be required. The effect of such an agree-

it may be if the parties fix this by agreement) it would seem that the statuatory definition

would govern, and that when the laborer has

would govern, and that when the laborer has worked eight hours in any day he has as to that day performed his contract. No special agreement on the subject being alleged in the petition, and it not appearing affirmatively herefrom that the defendant waved his right

to compensation for the extra two hours, he is entitled upon the general will of the law to

a reasonable compensation therefor. Whether or not the extra compensation provided for by the statute can be recovered; whether or not it is in the nature of a penalty, and if so whether the provision is unconstitutional,

are questions we purposely avoid expressing an opinion upon at this time, as they are not involved in the demurers. It will be better that they should be determined when they

value, but whether the extra compensation prescribed by the statute can be recovered is a question not necessary to be decided at this stage of the case. Fifth. The act does not prevent or forbid parties from making a valid and binding con-tract for more than eight hours' work in a

day in any employment, Sixth. The demurrer to the first and second causes of action must be sustained, and the demurrer to the third cause of action over-

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> City Pass. Agt. ANNOUNCEMENTS.

Following Verona Jarbeau's engagement at Boyd's theater are some of the strongest attractions that will be seen in Omaha this seaon. They are Hoyt's comedy, "A Midnight Bell;" Joseph Arthur's realistic play, "The Still Alarm," which has always drawn well in Omaha; Sol Smith Russell in his new play by Edward E. Kidder, called "Peaceful Valley; 'Nat C. Goodwin in a repertoire of new plays, none of which have ever been seen nere, and William H. Crane in "The Sena-tor," the success that cleared him \$50,000 last year, and aboot which all the east is talking, The end of the Crane engagement will take us up to the 5th of November only, and the attractions for the remainder of the season

Boyd's new theatre is the magnificent orchestra, which in the hands of Prof. But-ler has in a very short time gained the prominence of being the first organization of in-strumentalists in the city. To lovers of music the interlude numbers played by this orchestra are as interesting as the play itself, and no doubt is the means of attracting many people to the theater. The memers of the orchestra have been very care fully selected, and each is a soloist upon his instrument, with the possible exceptions of the drummer and the double bass player.

R. J. Dillon, who plays the part of the clergyman in Hoyt's "A Midnight Bell," which will be presented at Boyd's new theater next Thursday evening, made such a decided bit in its first presentation that Mr. Hoyt elaborated the part and made it of more importance than originally intended. A clergyman who witnessed the performance in Chicago recently is quoted as saying, "Mr. Hoyt is entitled to the credit of having placed upon the stage a character representng a clergyman that does honor to the cloth and commands the sincere respect of every auditor." The engagement of "A Midnight Bell" at Boyd's new theater is for three nights and Saturday matinee, commencing Thursday evening next. The sale of seats opens Wednesday morning.

Are you a cruet man, or only a chump Are you a cruef man, or only a chump. Your horse has chafed his neck until it is absolutely cruef to make him work, or he has cut himself on a wire or a nail. Now do you know that one bottle of Haller's Barb Wire liniment will absolutely care every cut, pruise or old sore? Just try it.

SOUTH OMAINA.

Growth of the Cattle Market. There was a heavy run of cattle at the yards yesterday. The estimated receipts for the week are 30,000 cattle, against 23,000 last week. Among the shipments yesterday were several long trains of Montana rangers, and the probabilities are that the heavy run of range cattle will crowd out the natives. The quality of the rangers now coming in is get-

ling better as the searon advances.

There were 27,807 feeders sent to this market during the last month, against 13,555 last year. So far this month the shipments of eeders have been over 600 cars or 20,000 head, more than double last year's record. These figures demonstrate the almost pne-nomenal growth of the local market as a distributing point for the feeder trade of the Missouri valley. Our circle of territory is widening each year and our market attracting new buyers.

Another very noticeable thing this year is that the farmers are going to feed a very large per cent of their present immense corn crop, and this means a large increase in the supply of corn fed cattle for the winter mar-

The farmors have about given up the idea of getting exorbitant prices for their corn and have taken to feeding it to their stock, knowing they can realize more thereby. South Omaha's position as a feeder market is fully established, but it is nevertheless gratifying to note an increase of over 100 per cent in the amount of business done compared

with last year. Magic City Notes. Joe Dunne, an all around tough and bad man, is in jail for decorating the physiognomy of Pete Judson, a boon companion, Saturday

John Hue, a Polack residing in the vicinity of Indian Hill, was set upon last evening while returning home by some roughs, badly beaten and robbed of \$10. "Blue Mountain Jack" is the euphonius

name of a burly Swede, who was the hero of a bar room row Saturday night. Jack will explain to Judge King this morning. A handsome complexion is one of the greatest charms a woman can possess, complexion powder gives it.

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preferably) in hot water and remain in a warm room.

II. Bathe the face in very hot water frequently for an hour, take a little pure whiskey in hot water and ge to bed. It is well to remember that the whiskey must be pure.

III. After having taken a wineglassful of pure whiskey in hot water, snuff hot salt water up the nostrils a few times. Repeat every three hours.

IV. Take some active exercise in the open air, and on entering the house take some pure medicinal whiskey and then keep warm. In using whiskey for curing a cold or any other purpose it should always be remembered that any other than absolutely pure whishey is harmful in its effects. Duffy's Pure Mait is the only reliable standard whiskey on the market. Its purity and value are vouched for by the leading doctors and scientists of the day. You can get it from your druggist or grocer. Take no substitute.

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DOCTOR

Grant's Old Body Guard-Death of a

The annual meeting of the Society of the Army of the Tennessee was held in Chicago on the 8th inst. The attendance was large and the meeting in all respects a pleasant and profitable reunion. The death of General William Tecumseh Sherman, president of the association, naturally marred and chilled

General Grenville M. Dodge of Council Bluffs, Ia., was chosen president for the ensuing year. He is the third president of the society. The other officers chosen are: Colonel C. Cadle of Cincinnati, recording secretary: Colonel Andrew Hickenlooper of Cincinnati, corresponding secretary; General F. M. Farce of Sandusky, O., treasurer, and a large list of vice presidents.

A pleasant incident of the meeting was the presence of Mrs. General Grant. A reception was arranged at the residence of Potter Palmer, which was attended by members of the society, all of whom warmly greeted the widow of the great commander.
The following tribute to the memory of

General Sherman was reverently adopted: Whereas, An all-wise and overruling providence has by the hands of death taken from our midst our beloved comrade, our address commander, General William Tecumseh Sherman, it is litting that we, the Society of the Army of the Tennessee, put on record in tribute to his memory an expression commemorating in fitting words the inestimable service rendered by him to his country in the capacity of commander, ranking second only to Grant, the peerless chieftain, with whose name his own will ever remain imperishably linked in history and whose fame ne will continue to share as he shared with him the unceasing cares and torturing responsibilities of the mightiest struggle for liberty and union known in the annals of

Recounting how we, the Society of the Army of Tennessee, who saw him day by day, and felt the inspiring magnetism of his example from Corinth to Washington; who submitted to his command so willingly throughout the war and heard his command ever only to obey, and who, the war being over, feit the glow of that kindly heart, that generous soul, that genual companionship which bound us to him with ties far stronger than the steel books of military duty, until, as we had first measured him as a com-mander of brigade, of division, of corps, of army, so we came at last to measure him as a social, genial companionable comrade, presi dent of our society, keenly alive to the amen ities of our gentler human nature: Recalling with delight the personal rem

iniscences in which he so freely indulged, happy, original, historical; recalling his plain, outspoken honesty—for it was characteristic of him to speak as he thought; re-calling the hearty, responsive, social spirit with which he ever welcomed us all as com-rades and as equals—for he met our every wish and expression of good will with a response which brought us so near to him that we felt as if we could not part;

Honoring him for his true soirit of Amer icanism during and since the war, a spiri which brought him ever nearer and nearer to the people in civic life until they came to love the determined soldier for the charms of his personality, so that the death of no other man then living could have left a deeper and wider void in the hearts of the American people; honoring him for the uncompromising adherence to the spirit of nationality, the principle which inspired aim to deeds of valor in war, and to argent warnings to his countrymen when in peace, it was sometimes thought possible that we might again have to "tighten our belts;" honoring him for having no doubts and expressing none as to what as soldiers we had fought for, accomplished and demanded as the results of the war, an imperishable legacy to his countrymen, over and beyond that transmitted as a great sol-dier and commander; and lastly,

Declaring our heartfelt sorrow for his death, our entire and deep sympathy with his children in their touching and undying love and reverence for his name; declaring our profound appreciation of his matchless service to his country and our boundless sat-isfaction in knowing that, while all of him that was mortal is dead to us, the disembodied essence of his life goes on and re mains the heritage of the nation; to this end

Resolved. That this, our tribute to the memory of General William Tecumseh Sher-man, some time commander of each of its separate units, and finally of the entire Army of the Tennessee from Shiloh to he end of the war, an original member of this society from its organization, and its president from the time of the death of General Rawlings to the date of his own, t suitably engrossed, spread upon the minutes of this meeting and preserved with the records of the Society of the Army of the

Resolved, Further, that the secretary this society be and is hereby instructed to transmit a duly authenticated copy of this preamble and resolution to the surviving members of the family of General Sherman

Grant's Old Body Guard. General Grant's old body guard company A. Fourth Illinois cavalry, was conspicuous in the ceremonies attending the unveiling of the Grant monument in Chicago. The company was organized in August, 1861, for "three years or the war." The rester of company A, as mustered into the Fourth cavalry, Au-gost 26, 1861, at Ottawa, Ill., was E. D. Osband, captain; D. H. Gile, first lieutenant; James Sherlock, second lieutenant; Samuel E. Lowe, orderly sergeant. The sergeants were Chapin, Throop, Eiston, Lincoln and Wing. There were other non-commissioned

officers and sixty privates.

In December, 1861, the Fourth Illinois eavalry had just arrived at Cairo, having marched overland from Ottawa, Ill., where they had been organized and mustered into the service, and on the afternoon of December 8, the adutant of the regiment, Harry Dox, received the following order: Par. 2. The commanding officer of the

Fourth Illinois cavalry will detail a company from the regiment for duty at these headquarters. They will report tomorrow for orders. By command. BRIGADIER GENERAL U. S. GRANT. John A. R. Wilnes, A. A. G.
Colonel T. Lyte Dickey, who had command
of twelve fine companies, desired to keep
them intact, but the order was imperative
Finally it was decired to determine by lot

which company should go to headquarters. Company A won. The next morning the company reported for duty with General Grant and remained continuously with him until after the battle of Lookout Mountain, in November, 1863, or more than two years of personal service, during that time riding with him and carry-

during that time rions with him and carrying his orders many thousand miles.

A remnant of the "old guard" turned out
in the parade among the veterans. No one
in the procession had the right to claim a
closer personal anowledge of the "Old Commander" than the troopers who rode with
him on many fields. The survivors of the
back guard residencin Chicago are: body guard residing in Chicago are:

Mead. B. I. Stevens. Ben Wing.
Vaters. D. Elston. C. D. Creed.
Indion. J. Glasspie. F. Callais.
Kmery. W. McDermott. O. Moon.
V. Smith. C. H. Chapin. O. T. Bandall
Wadsworth R. Cannors. B. M. Johnsto
B. Busson. E. Mann. D. H. Gile.

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Are You a Democrat?

You believe in "free trade," don't you? Believe in buying where you can buy the cheapest, don't you? Believe in buying when you can get the most for your money, don't you? Have you got a boy? Take him with you this week and buy him an overcoat. Look all around town, then come here. Show him that the "dollar bill" plays a more important part in buying than the "McKinley bill." He'll learn easy.

Are Youan Independent

don't you? Believe ell men are equal, and that you're asbig a toad as there is in the puddle, eh? Have you got a boy? Want to make an Independent of him? Take him with you to buy an over oat this week, and when you're asked eight or ten dollars for a boy's coat, be Independent, don't buy it. Come here. You'll teach your

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For boys 5 to 12 years old. Made in handsome brown plaid cheviots, with cape, with fine lin-ings and fancy sleeve linings, actual value

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For boys 13 to 18 years old. Made of great thick ch viot, cut long, with wide collar, with fancy plaid cassimere lining, actual value up to \$6.00

Boys' Overcoats,

For boys and young men 13 to 19 years old. Made of strictly all wool, heavy cassimere, with velvet collar, with fine serge lining and fancy sleeve lining. Actual value, \$8.50, at

\$3.75

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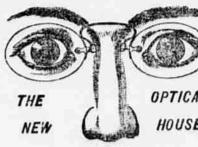
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