## TICO OMAHA DALLY BEF HONDAY, FEBRUARY 11, 1893.

## THE OMAHA DAILY BEE: MONDAY, FEBRUARY 11, 1895.

		THE OMAHA DAII	Y BEE: MONDAY, FEB	RUARY 11, 1895.		7
SPECIAL NOTICES.	TURKISH BATHS.	BICYCLES.	SUPREME COURT PROCEEDINGS.	he hides, conceals, or absents himself clan- destinely with the intent to avoid legal pro-	of such execution seizes the property of B V	valid unless objection is made thereto; that
Advertisements for these columns will be	TURRISH BATHS: ONLY PLACE IN CITY exclusively for ladies. Suite 109-10 Bee bldg.	M. O. DAXON, 403 N. 16TH. 354 OMAHA BICYCLE CO., 322 N. 16TH ST. 355	LINCOLN, Feb. 10. (Special.)-The follow- ing proceedings were had in the suprema-	cess." (Gandy against Jolly, 34 Neb., 638, followed.) 2. An affidavit filed in an action before a	and the latter recovers a judgment against i such officer for the value of the property is sized, then in a suit by B against such c	n case objections are made candidates shall be notified and the officer with whom the critificate is filed shall pass on such objec.
aken until 12:30 p. m. for the evening and until 8 p. m. for the morning and Sunday	PERSONAL.	STERLING BICYCLES; BUILT LIKE & WATCH Western Electrical Supply Co., 40 S. 18th st. M-525-F15	February 5-Joseph Briten, Esq., and W.	justice of the peace to obtain the issuance of a writ of attachment, contained the alle- gation "that said defendants have absconded	officer and the survives on his official bond to to recover the amount of the judgment, is f conclusive evidence against the officer and j	forther order is made by the county court, a ludge of the district court or a justice of the
edition. Advertisers, by requesting a numbered	MASSAGE, ELECTRO THERMAL BATHS, chropodist. Mms. Post, 1194 S. 15th st.	A. L. DEANE & CO., WHOLESALE AND RE-	A. DeBord, Esq., of Douglas county; A. J. Shafer, Esq., of Pheipsitheunty and E. F.	with intent to defraud creditors," and the summons issued in the case was returned	his surveiles as to B's ownership of the s property at the time it was seized by the officer, the amount of the damages and f	supreme court. Held: That such officer, in
check, can have answers addressed to a numbered letter in care of The Bee. An-	THE BELLE EPPERLY CORSET, MADE TO	tail bicycles, 115 Farnam street. 191 WILL BARNUM & BRO., 1714 CAP. AVE	Pettis, Esq., of Lancasters county, were ad- mitted to practice. 301 c. Henry & Coatsworth-degainst Fisherdick,	within my county," with signature of the officer, Held: That the action was properly	costs sustained by B by reason thereof, in the absence of a showing that the court t	the certificate of nomination, but may de-
swers so addressed will be delivered upon presentation of the check only. Rates,	order from measure. 1919 Farnam street. U-329	LOST.	administrator, order toishow cause in two	former residence, and where property could	had no jurisdiction to prenounce the judg- ment, or that it was precured by fraud or collusion.	nominated by convention or assemblage of
1 1-2c a word, first insertion, 1c a word hereafter. Nothing taken for less than 25c	SKATES GROUND, HOLLOW OR PLAIN, AT A. L. Undeland's, 106 S. 14th street. U-511	LOST-HEART-SHAPED CHARM AT COLL-	petition. noite.	was warranted and proper under the facts as they then appeared in the case. 3. A finding by a justice of the peace in an	Gase county. Opinion by Commissioner	party which cast the requisite number of votes at the last election. 4. It is not the province of the secretary of
for first loserilon. These advertisements must run consecu- tively.	B. HASS, FLORIST, PLANTS, CUT FLOW- ers, Banquet, hall, residence and grave decora- tions. 1813 Vinton street. Telephone 776.	scum or on Twentieth street car, or between Dodge and Harney on Twentieth. Finder please return to 714 N. Y. Life Bidg, and receive re-	Hone: Sheady against McMurtry: State ex	attachment suit of the sum due plaintiff, an assessment of plaintiff's recovery and an	opinion in 40 Neb., 623, adhered to.	state to determine which of two rival state
SITUATION WANTED.	SWEDISH MOVEMENT CURE FOR LADIES	ward, 525-12* LOST-A PAIR OF OPERA GLASSES AT	well against Laughran; Weacott against Me	I sate over the second and the second of the first with the	the property of one person seizes by virtue thereof the property of another, he is guilty	5. Where two factions of a political party nominate candidates and certify such nomi-
YOUNG MAN, 21, STENOGRAPHER, TYPE- writer and bookseper, employed by the Penn.	1816 Chicago street; consultation, facial and scientific obesity treatment free Mondays, Feb. U-MB07-FES*	Boyd's opera house, Saturday matinee, Liberal reward for return to 113 Sheeley block. M-598 11.*	States ex rel Hammond against Dimond; Bandall & Stearns against National B. L. &	the attached property to the payment of the debt, is sufficient as an entry, both in form and in substance, and is not void.	survices are liable in an action on his official	nations to the secretary of state in due form of law, the latter will not inquire into the regularity of the convention held by -
<ul> <li>B. R., Philadelphia, desires to locate in west;</li> <li>A 1 ref. Address G 62, Bec. A-M522 12*</li> </ul>	NEWLY FITTED BATH PARLORS. Turkish and electric baths for ladies and gentle-	MUSIC, ART AND LANGUAGE.	P. union; Perry against State; Percival against States; Eichelberger against Morris, Warner against Withrow; Bartos against	4. The certificate of a notary public to an	7 In such a suit against an officer and the	either faction, but will certify to the several county clerks the names of the candidates nominated by each, such practice being in
WANTED-MALE HELP.	men. Malam Howell, 20 S. 15th street, 2d floor, U-M409 M1* VIAVI CO., 346 BEE BLDG.; HEALTH BOOK	G. F. GELLENBECK, BANJOIST AND GUITAR teacher, 1911 Cass street. 911	t Min-gue and Widamen; Davison against	5. It is without the province of an of-	alleged "that said judgment was procured ,	harmony with the rules which requires
WANTED-500 MEN AND TEAMS TO SELL our feed grinders, Salary 375 to 3300 per month, according to ability. The Litchleid Mfg. Co.,	There a Bartan a familia fam tim to the day of the state	WHOLESALE COAL.	February 6-A. A. Graham, esq., of Shaw- nee county, Kansas, and John B. Raper of Pawnee county were admitted to practice.	pending sale by an order of the court in attachment proceedings, to question the	Hold et al against Bennet. Error from	Douglas county against Keller, Error
Webster City, Iowa. B-M959-F71 BALESMEN WANTED, TO HANDLE FULL	ments and photos of marriageable people, many rich; lists of books, novellies, etc., free, Gun- nels, Monthly, Toledo, Ohio, U-Mil9 M2*	JOHNSON BROS., WHOLESALE DEALERS IN all kinds of coal. Correspondence solicited. 100	Motions to dismiss were sustained in the	validity or sufficiency of a schedule and affidavit, made according to the provisions of the statute governing such proceedings.	A TERM ENGLISE INTERNET TOTAL PLANTIC DESIGNATION I	The provision of section 21, chapter will
line of cigars. Salary and expenses. Answer, with references, L. L. Putnam, Albion, Mich. D-M559 12*	CORRESPONDENTS WANTED BY LADIES	CUTTING SCHOOL	against Morris, Warner against Withrow,	and filed by the attachment debtor for the purpose of setting aside the property levied upon as exempt.	negotiated a sale of his principal's property	not sell the public grounds of any county
STENOGRAPHERS, BOOKKEEPERS, SALES- men and teachers disiring positions in Texas	of Friends; send 16 cents for descriptions, etc.; rentlemen's list sent free to indies; persons of	THE APT OF CUPTING MENTE CLOTHE		6. "Where personal property is seized under an execution or writ of attachment against a debtor who has neither lands,	and the deed was made and delivered Sep- tember 14. The agent paid the rents in his hands to the purchaser of the property	to the electors thereof, is mandatory and an express limitation upon the powers of the several counties.
are invited to address the Texas Business Bu- reau, J. W. Hudnall, proprietor, Dailas, Tex. B-M334 11*	Jock box 723, Cincinnati, O. U-MB97 11* OMAHA BUSINESS COLLEGE, 157H AND Farnam. U-M526 F23	ticulars of Max Morris, cutter, 1416 Farnam st M920-19	· against Davison, motion to quash bill of ex-	town lots, nor houses subject to exemption	without his principal's knowledge or con- sent. The principal accepted the proceeds of the sale without knowing the disposition	2. A sale of the public property of a county made without the consent of a ma- jority of the electors voting at an election
WANTED-FEMALE HELP.	the second se	DENTISTS.	and Bartos against Widamen, affirmed; State ex rel Hammond against Dimond, advanced; Kelly against Nebraska Exposition associa-	filed by such debtor, as provided by sec- tion 522 of the code, it is the duty of the officer holding the writ to call appraisers	the agent had made of the rents; held;	authorized by law is a nullity and passes no litle to the purchaser,
WANTED, GIRL FOR GENERAL HOUSE- work; inust be a first class cook; German	MONEY TO LOAN-REAL ESTATE.	DR. PAUL, DENTIST. 2020 BURT ST. 365	tion, motion to advance overruled.	the neglect or refusal of the officer to do	2. The unauthorized act of an agent when ratified by his principal is as binding as	3. There is no principle more firmly estab- lished or resting on scunder reasons than the rule which requires public bodies when
preferred: wages \$5.00. City references re- quired, 116 S. 32nd ave. C-479	loans at low rates for choice security in Ne- braska and Iowa farms or Omaha city property. W-333	BUSINESS NOTICES.	ex rel Conloy against Miller, McClary against Stull Miner against Upton, on motion.	the property." (Bender et al against	the agent's authority; and the principal by according the chenefits of an unauthorized.	d Thoma is no outboults is this state for
WANTED, GIRL FOR GENERAL HOUSE work; must be a good cook; references re- quired 1150 So. 27 st. C-592 9	LIFE INSURANCE FOLICIES LOANED ON or bought. F. O. Chesney, Kansas City, Mo.	865	February 7Motions for rehearing were overruled in the following cases: Green against Green, Bonwit against Hoffman,	lowed). 7. Where in an attachment case the de- fendant files the inventory under oath pre-	act of his agent may thereby ratify the act, but in order for the act of the prin- cipal, in accepting the fruits of a transac-	of a proposition to ratify the unauthorized acts of its officers.
WANTED, GIRL, FOR GENERAL HOUSE work. Mrs. J. H. Dumont, 3642 LaFayette ave C-M518 11	MONEY TO LOAN ON IMPROVED OMAHA	COAL.	Krchnavy against State.	exemptions allowed by section 521 of the	fication of the agent's act, the principal must have accepted the avails of the trans-	the starther first grant water the started to the
WANTED-AN EXPERIENCED WOMAN TO take entire care of an infant; young of inex	real estate. Brennan, Love & Co., Paxton blk. W-335 MONEY TO LOAN AT LOWEST RATES. THE	office to 200 S. 16th st., Brown block. 300 SHERIDAN COAL, EXCELLENT SUBSTITUTI	against Cobb, advanced; Gibbon against Gest	i mesterd and allower the debter to usleet	facts, the existence of the knowledge of the	a majority of the electors expressed at a
perienced women need not apply. References will be required. Call at Southeast corner 240	O. F. Davis Co., 15% Farnam st. W-338 VERY LOW RATES MADE ON GOOD LOANS.	for hard coal, and \$3.50 ton cheaper. 1605 Far nam street; main entrance Board of Trade. 361	and best Diana State of rol Stanhanson	as the law provides he may, but sells the same regardless of the application for the	in order to estop him.	sale having been adjudged vold for want of authority will not be chargeable with con-
TANKS OF THE PART WORK AT HOME	J. W. Squire, 248 Bee bldg. W-337 CITY LOANS, C. A. STARR, 515 N. Y. LIFE.	STOVE REPAIRS.	against Weir, on motion. Court adjourned to February 19, 1895.	against the officer to recover the value	Fisherback, 37 Neb., 207, followed.	structive notice of the fact that the propa- sition to sell was in fact defeated. 6. In order to defeat an action for the
stamp. Detray Needlework Co., Delray, Mich C-568 23*	CITY AND FARM LOANS AT LOWEST	STOVE REPAIRS FOR 40,000 DIFFERENT makes of stoves. Water attachment and con	Chadran against Clayar From from	companying affidavit are compilent evi- dence to prove the facts they were intended to show within the scope and intent of the	In 1882 a husband purchased a lot in the	plaintiff might have known the facts had
FOR RENT-HOUSES.	rates. Pusey & Thomas, First Nat'i DK. blog. W-339	nections a specialty, 1207 Douglas street Omaha Stove Repair Works, 267	Dawes county. Affirmed. Opinion by Commissioner Irvine. To obtain a review of the rulings of the	law providing for them, and the purpose for which they were formed.	the money of his wife, for her, and under an arreement between them that the title	he availed himself of all the means of knowledge at his command.
HOUSES, F. K. DARLING, BARKER BLOCK D-398	MONEY TO LOAN ON IMPROVED OMAHA property, Fidelity Trust company, 1702 Farnam, W-340	EMPLOYMENT OFFICE.	trial court on the admission and rejection	against the weight of the evidence and manifestly wrong.	should be taken in her name. The deed, however, without the wife's knowledge, was made to the husband and recorded. In 1881	Webster county Affirmed Onlulon by Jun-
HOUSIES IN ALL PARTS OF THE CITY. THE O. F. Davis company, 1505 Farnam. D309 Wolfsels: DENAWA & CO. 108 N. 15TH ST	LOANS ON IMPROVED & UNIMPROVED CITY property. W. Farnam Smith & Co., 1220 Farnam. W-541	remain to 1522 Douglas; furnish best male an female help. M401 M5	2. This court will not review the action of the trial court in giving and refusing	Lancaster county, Affirmed. Opinion by Commissioner Ryan.	the wife learned that the title to the lot was of record in her husband's name and requested him to convey if to her, accord-	established during a government survey can be identified and ascertaised they will con-
HOUSES: BENAWA & CO., 198 N. 15TH ST D-319 FOR RENT-HOUSE OF \$ ROOMS AND BARN	MONEY TO LOAN ON OMAHA REAL ESTATE at 6 per cent. W. B. Meikle, lat Nat. bank bid.	DENTAL COLLEGE.	<ul> <li>instructions unless the record discloses an exception to the ruling complained of.</li> <li>3. The failure of the trial court to mark</li> </ul>	dormant judgment is merely voidable, and neither such sale, nor the title acquired	to their agreement. The husband then made and delivered direct to the wife a	2. Field notes and plats of the original
on Park ave. Inquire at 423 So. 18th st. D-311	CITY LOANS-\$500.00 TO \$50,000.00 AT LOWEST	OMAHA COLLEGE DENTAL SURGERY, FREI infirmery; dentistry at cost of material. Crouns block. M475 M4	be complained of here unless an exception was specially taken in the trial court on	collateral proceeding. Strawbridge against Swan. Error from	recorded, but lost or destroyed.	cated, in case a govrament corner is de-
FOR RENT-5-ROOM COTTAGE, IN GOOD RE pair, city water, \$10.00 per month to goo parties, 119 N, 37th, 1 block from Faran	rates. Powell & Potter, 1st floor N. Y. L. Bildg. W-M374	CARPENTERS AND BUILDERS.	<ul> <li>the ground that the instructions were not so marked,</li> <li>4. In September a deposition of a witness</li> </ul>	Lancaster county, Affirmed, Opinion by Commissioner Ryan. In an action to recover for services al-	In 1887 the husband and wife executed a deed of the lot to one B for the purpose of having him convey the title to the wife, which he there did. Then deed the wife de	the original corner is in dispute; but when
car line. Inquire at Stoetzel's stove store next to postoffice. D-313	MONEY TO LOAN-CHATTELS.	C. E. MORRILL, CONTRACTOR & BUILDER paper hanging, house and sign painting, brio work plastering, office room 1 Barker bik	residing in a distant state was taken on behalf of the plaintiff on due notice, the defendant serving cross interrogatories as	l leged to have been rendered by plaintiff, a real estate agent, in affecting an exchange of defendant's property, the jury were	which he then did. This deed the wife de- livered to the husband for record, but he, without her knowledge, withheld it from	a section corner was located by the govern- ment surveyors at a certain point, such lo- cation must control over thouse it is at
8-ROOM MODERN HOUSE, FIVE MINUTE: walk from court house, vacant December 24th G. L. Green, room 23, Barker block. D-314	MONEY TO LOAN ON FURNITURE, PIANOS and all kinds of security. Fred Terry, room 439 Ramge block. X-343	work, plastering; office, room 1, Barker blk. tel, 735; shop, 2211 Izard; tel, 408. MS77	provided by the code. The officer who took the deposition, instead of transmitting it to	properly instructed that it was incumbent upon plaintiff to show by a preponderance of the evidence that defendant had em-	ecuted and delivered to the wife a deed for the lot to take the place of the deed made	a place different from that given in the field notes and plat. (10 Neb., 207, followed.) 3. "he rulings of the trial court in admit-
HOUSES, WALLACE, BROWN BLK, 16 & Doug	MONEY TO LOAN ON HOUSEHOLD FURNI- ture, planos, horses, wagons, or any kind o	PATENT	filed. On December 3 plaintiff served an-	ployed plaintiff to act as his agent in the matter as to which compensation was	by him in 1886.	the and excluding evidence examined and
FOR RENT-2413 CAPITOL AVENUE, 2 rooms, modern, The O. F. Davis company, D-796	chattel security at lowest possible rates, which you can pay back at any time and in any amount. FIDELITY LOAN GUARANTEE CO. Room 4. Withnell block. X-241	the second se	TUTUSS Interrogatories were served, and the	2. In an action of the character indicated	iudgment to be filed and docketed in the	4. The showing filed with motion for new
FOR RENT-MODERN 10-ROOM HOUSE, WITH furnace, bath, gus, hot and cold water; one	J. B. HADDOCK, ROOM 427 RAMGE BLOCK	Building, OMAHA, Neb. Advice FREE	That the court properly overruled a mo-	to sell or trade his own property and that if defendant acted for himself in the mat- ter and did not employ plaintiff as his	on which such judgment was based was not	5. Where it /s sought to set aside a verdict
half block from Farnam street motor line; i most desirable residence locality in the city- No. 230 South 28th ave. For particulars appl	MONEY TO LOAN ON FURNITURE, PIANOS	RAILWAY TIME CARL	the failure of the notary to propound the cross interrogatories served on the former occasion.	agent to procure him a customer, plaintiff could not recover for the alleged services Held: Correctly to state the law in view	on the faith of his being the owner of said lot. In a suit by Hews to subject this lot to	for alleged misconduct of jurors it must ap- pear that the acts upon which the com- plaint is founded were not known to the
to Home Investment Co., 304 Paxton blk. D-M870	no removal of goods; strictly confidential; you can pay the loan off at any time or in any smount		5. Whether it is proper in an action for personal injuries for the court to appoint.	of the issues and of the proofs thereunder 3. A real estate agent who has acted for both parties to an exchange of property	First, That the real estate was the prop- erty of the wife and held in trust for her	party who setks to take advantage of them,
FINE 7-ROOM CORNER FLAT AT 701 S. 1677 street, range and all other conveniences, \$30.00 George Clouser, room 2, Patterson bik, 162	OMAHA MORTGAGE LOAN CO., 305. S. 16th street.	Leaves BURLINGTON & MO. RIVER Arrives Omaha Union Depot, 10th & Mason Sts.   Omah 10:15am	mission of physicians to make a physica	can recover compensation only when his services have been limited to bringing to gether such parties as, without his inter-	Second, That as Hews had extended no	attention of the trial court.
FOR RENT, 5-ROOM COTTAGE, COR. 28TH	BUSINESS CHANCES.	10:15am	m 6. An assignment in the petition in error	ference, have agreed upon an exchange of the property, with reference to which such	latter's ownership of the lot, and had not been misled to his injury because the title	during alleged convirsations with them
and Farnam St. Milton Rogers & Sona. D-M373	MDSE. EXCHANGES. H. A. WAGNER, OMAHA	8:15amLincoin Local (excep: Sunday)11:28aa 2:45pmFast Mail (for Lincoln) Dafty Leaves (CHICAGO, BURLINGTON & O.IArrive.	tion for a new trial is too indefinite for consideration where the motion for a new		name, that it was not hable for his debts.	acts and discussions which occurred in the
6-ROOM COTTAGE, S36 SOUTH 21ST STREET D-533-15*	FOR SALE OR TRADE, ONLY STOCK OF drugs in a town of 1,000 in eastern Nebrasks	Omaha Union Depot, 10th & Mason Sts.   Omah 4:45pm	for.	dual employment. Following Campbel	3. Cases have arisen in which courts of	which the affidavits of the jurors would not
FOR RENT, 5 ROOMS IN FLAT, 24TH AN Cuming: cheap. Apply 2402 Cuming. D-M578 11*	Address G, 49, Bee. Y-M463-13*	9:50am	m to maintain an action in her own name	Caster county. Affirmed. Opinion by Com	the title to which was held in trust by the husband, liable for his debts. But these	clent to ald in impeaching the verdict. Kent et al against Green et al. Error
FOR RENT, FLAT IN THE P. E. ILE: block; all conveniences, including steam heat also first-class store room in same block. Ca	TO EXCHANGE FOR GOOD FARM LAND	Leaves  CHICAGO. MIL. & ST. PAUL  Arrive	= sonal injuries, recovering therein the dam	- In an action to subject to the paymen	that the act of the wife in permitting her	The findings of a trial court of expressed
at 112 Harney Street, D-M574 TO RENT, 7-ROOM FLAT; STEAM HEAT	Iowa, stock of general merchandise, invoic	11:10amChicago Express (ex. Bun.) 6:00p	m 8. Such right of action being her own, she m is not estopped by her husband's acts in	e ficient evidence that the said property wa	"fraud in law," but upon the doctrine that	when based upon conflicting evidence con- tained in affidavits filed in support of the
bath: Noonen block, 24th and Farnam. Enquir at Hughes' drug store. D-M599 12	cash. Address A. W. Clarke, Papilition. Neb. Z-M969	11:05am Eastern Express. 5:30m	be maintained beyond the sidewalk line	<ul> <li>the district court in dismissing the action in so far as said property was concerned</li> </ul>	erty, to hold it out to the world as his,	unless clearly and manifestly wrong.
FOR RENT-FURNISHED ROOMS	Z M268- F 23	4:00pm	m thereover, its duty is to maintain the whole walk in repair.	e property held by the wife, to the paymen of her husband's debts, findings sustained	topped berself in equity against the hus-	thereto and not brought to the attention
FOR RENT-STEAM HEATED FURNISHE	10 ACRES 34 MILES FROM E. O. WILL TAKI bouse and lot as part payment. Big snap for some one for fruit farm or garden. Fidelit		<ul> <li>IO. Section 80, chapter 14, Complete</li> <li>Statutes, does not require a claim for per sonal injuries to be presneted in the city</li> </ul>	d by the evidence, that the purchase price of said property was in part paid with the wife's own means; that there was failur	diam's circulors, deceived thereby, from claiming the property.	and the courts are under no obligation to enforce such agreements.
FURNISHED ROOMS FOR HOUSEKEEPING man & wife: rent taken in board. 319 N. 17(1)	Trust Co., 1703 Farnam St. Z-M496 13	HADL.	council of a city of the second class as a	a of proof that the conveyance to the wife	which he takes in his own name, a trust will arise in favor of the wife which a	filed in support of the motion for new trial herein examined and held sufficient to sup-
E-403 FURNISHED FRONT ROOM FOR TWO GEN	TO TRADE AN ALMOST NEW & DRUM	4:30pmChicago Vestibuled Limited 1:05p	m Edmonds against State. Error from Oto	e band was at the time of the trial the owne	husband's creditors, unless it is made to ap-	Moore against McCollum. Error from
tlemen; bath and heat; board if desired, 6 So. 20th st. E-480 11*	Bee. Z-M579	5:15am.Oklahoma & Texas Ex. (ex. Sun.).11:30p 1:10pmColorado Limited	m When the district court appoints counse	dismissal of plaintiff's action. Woodward against Pike, Appeal from	credit on the faith of his being the actual owner of the property of his wife, the title to which was in his name.	A motion to dismiss a cause out of this
FOR RENT, FINELY FURNISHED ROOMS front and rear parlors adjoining, with easter and southern outlook; also single rooms; centr	n agricultural implements, two good incuses an	.   Omanal Depot istn and webster Sts.   Omal	a the claim of such attorney for services ren	- Commisioner Ryan. - A court of equity will not enjoin the en	Bantley against Finney et al. Appeal from Lancaster county. Affirmed. Opinion	court for want of prosecution, in order to be of any avail, must be presented before the final submission of the case upon the
location. 1703 Dodge street, corner 17th. E-M521 15*	ooln, Neb. A. D. Addis, 1935 R street, Lincoln Neb. TO EXCHANGE, CLEAR SOUTH DAKOT.	<ul> <li>9:25amNebraska Passenger (daily)</li></ul>	m this court should be presented to the distric		In the district court of Lancaster county in 1882 one McWilliams recovered against	merits. 2. Where no brief has been filed by either party, and the cause is submitted without
A SNAP: \$75.00 FOR FURNITURE OF 6-ROO house, all but parlor; house for rent, \$20.00; minutes from P. O. Address H 6, Bee.	5 Iand and cash for stock of dry goods or cloth ing. Box 68, Polo, Ill. Z-M596 11*	Omanal Depot 15th and Webster Sts.   Omal	ha to examine and allow the account or clain	n been afforded upon due application unde section 602, Code Civ. Procedure, relating	tain real estate. Bantley was a nonresident	oral argument, the judgment, if it conforms to the plendings and evidence, will be affirmed. Phenix Insurance company against
E-M602 11-	FOR SALE-REAL ESTATE.	<ol> <li>2 2:10pm</li></ol>	m county. Affirmed. Opinion by Chief Justic	t to new trials, it must in addition be satis a factorily shown, that by reason of frau- or circumstances beyond the control o	comply with the decrees and McWilliams	Ream, 37 Nebraska, 423; Brown against Dunn, 38 Idaho, 583; Langdon against Camp- bell, 61 N. W. Rep., 84; followed.
FURNISHED ROOMS AND BOARD, 212 SOUT	- BARGAINS, HOUSES, LOTS AND FARMS	Leaves   SIOUX CITY & PACIFIC.  Arrive Omaha  Depot 15th and Webster Sts.   Omah	In an information under section 10, chapte	- ing himself of the provisions of the afore	the court found he was to pay Bantley for the land, tock possession thereof and after-	Mullen against Morris. Error from Rich- ardson county. Opinion by Chief Justice
DESTRABLE ROOM FOR TWO WITH BOAR 2510 Doige street. F-45-12*	farms, merchandise, Garvin Bros., 210 N.Y. Life	6:10pmSt. Paul Limited	m county, it is unnecessary to aver that the mortgage was in writing. The allegation	e Wylie against Charlton et al. Appea from Buffalo county. Affirmed. Opinion b	1 ward conveyed it by warranty deed to one	Norval. 1. Held: That the petition states a cause of action.
THREE ELEGANT ROOMS, WITH BOAR	D. RARGAINS: SALE OR TRADE IN CITY PROP	- Omaha Union Depot, 19th & Mason Sta. Omah	thereby conveyed" meets the requirement of said section.	Equity protects a parol gift of lan equally with a parol agreement to se	ilcation was based was made and signed by one Webster, McWilliams' counsel, and duly	2. Where one signs as surety a bond, which in form is a joint obligation, upon condi- tion that others are to sign the same with
able. 202 N. 18th street. F-M524 11 PARLOR FLOOR; ALSO SOUTH ROOM, WIT	H LIST BARGAINS IN LANDS WITH CARROL	Leaves UNION PACIFIC, Arrive Coucha Union Depot, 10th & Mason Stal Oma		e donee, induced by the promise to give it e has made valuable improvements on th	to no jurat or certificate of an officer au- thorized to administer oaths certifying that	him, and it is delivered without the condi- tion having been compiled with, the instru- ment is invalid as to the one so signing as
first-class board, 2105 Douglas. F-M599 15, UNFURNISHED ROOMS TO RENT	M. Carter, R. 5, main floor N. Y. Life, Omah RE-559-F17	2:00nm Overland Flyer 5:35	m indebtedness the mortgage was given to see cure. 3. It is sufficient in such an information t	<ul> <li>Nebraska, 131.</li> <li>2. To establish such a case it is not neces</li> </ul>	In 1891 Bantley brought an action against Finney to recover said real estate, alleging	surety, unless the obligee prior to the de- livery had no notice of such condition, or the surety after signing waived the condi-
2 FRONT ROOMS. 1611 LEAVENWORT street. G-M537 15		- 100pm.Beatrice & Strumsb's Ex. (ex. Sun). 3:45 7:30pm. Pacific Express 10:55 6:15pm. Fast Mail. 4:10 Leaves   WABASH RAILWAY.  Arrive	allege that the mortgaged property wa fraudulently removed from the county was where the same was situated at the tim	e is all that is required in any civil action	e was based on the decree in McWilliams against Bantley; that the only service on	tion. 3. Where such a bond is delivered to the obligee without being executed by all the
FOR RENT-STORES AND OFFICE	S ABSTRACTS-THE BIRON REED CONTAN RE-404	Onusha'Union Depot, 10th & Mason Sts.] Oma 3:55pmSt. Louis Cannon Ball	ha the mortgage was given thereon, with the	e 3. The circumstances which tend to cas re suspicion upon such claims are circum e stances to be considered in weighing th	the affidavit on which s'id constructives rv- e ice was based was not sworn to, and that	persons named in the bidy thereof as obli- gees, it is sufficient to put the obligee upon inquiry, whether those who sizned con-
FOR RENT-THE 4-STORY BRICK BUILDIN 915 Farnam street. This building has a fir proof cement basement, complete steam hes	G take up free homesteads in the Red river va e- ley, Minnesota. Map showing exact location to be the state of the stat	9:50am Kansas City Day Express 6:10p	ha owner of the mortgage was the owner of the m debt thereby secured.	e evidence to determine on which side th preponderance lies, but they do not creat	therefore the court had no jurisdiction over him and its decree was void. Held: First, That the jurat or certificate of an	sented to its being delivered without the signatures of the others.
ing fixtures, water on all floors, gas, etc. A ply at the office of TheBee. I-Bit	p- writing to land commissioner Great Norther railway, St. Paul, Minn. RE-M471 M4	n 11:55pmK C Night Ex. via U P Trans 7:30a	mortgage property, contrary to the pro-	<ol> <li>4. Under section 329 of the Code of Civ</li> <li>Procedure a wife cannot testify (subject t</li> </ol>	i officer attached to an affidavit is no part of the affidavit itself. (2.) That such jurat or certificate, if the	4. Where a bond not signed by all the per- sens named in the body as obligors is de- livered to the obligee, there is no presump-
THE MAX MEYER BUILDING, N. E. COI 11th and Farnam; rooms, 22x100 or 44x100, the whole building; steam heat, electric el	or Life. RE-M492 M5*	9:45am	alleged in the information, nor proven upo	n of her husband, the plaintiff in an actio to establish his title to land, as to conver	officer making it had authority to admin- ister oaths, enables such affidavit to be read	tion that the instrument was not to be con- sidered binding upon those signing until exe- cuted by all the obligers named in the body
ant. Inquire 1018 Farnam street. I-M305F28	acres of the finest acreage near Omaha, on	6:10pm	<ul> <li>5. Held: That the information set out in the opinion charges a criminal offense.</li> <li>6. Under the statute, the gist of the offense</li> </ul>	representatives are the adverse party the action. The inchoate estate of down	(3.) That the affidavit made by Webster	thereof. It is for those who executed it to show that they were not to be bound unless it was executed by the others.
AGENTS WANTED. BALESMEN OR AGENTS MAKE MONI	ell very cheap, and take half in city propert Fidelity Trust Co., Sole Agents, 1705 Farnam - Rig-M497 13		for which punishment is therein prescribed is the fraudulent removal of mortgaged per sonal property out of the country with th	husband succeed in the action, constitute a direct legal interest in its event.		5. An arreement by the creditors for an insolvent bank with the stockholders and officers thereof to discount their claims
easy selling suits to order \$13.50, pants \$3, shi \$1, mackintoshes \$5. Hunter Tailoring Co., C ethnati, O.	13 FOR SALE AT A BACRIFICE, 700 ACRE FAR near Omain. A fine improved 100 just twent eight miles southwest Sioux City; \$400 cas	PERMANENTLY	intent to deprive the owner of the mortgag of his security. The mortgagor who fraud ulently removes from the county any portio	b. The wife in this case was also one of the heirs of the deceased, and a defendar n in the action. Held: That her interest	(4.) That it was competent for Finney to show by parol that Webster did. in fact,	against the bank 10 per cent, to throw off all interest after a certain date and to ex- tend the time of payment of the claims for
AGENTS IN EVERY STATE ON SALARY AN	balance five years at 7 per cent; also 339 ext fine land at \$15.00 per acre in same sectio	AIIDBU ON NO	of the mortgaged chattels, during the ex istence of the lien, or title created by th mortgage, is equally amendable to the pro-	to the representatives of the decease, would not of itself be sufficient to exclud	e time of filing such affidavit.	a definite period, is a sufficient considera- tion for a bond given to a trustee of such creditors by such stockholders and officers
Eureka Chemical & Mfg. Co., La Crosse, W J-M31	home inside. Davenport & Waterman, N. Life bldg. RE-5f2-19*	NO PAY UNTIL CURE	visions of the law as the mortgagor who s	her testimony when offered against the representatives, . 6. Where a witness is interested on bot	<ul> <li>(b.) That such parol evidence did not tend to vary or contradict the record in the case of McWilliams against Bantley, but to sup-</li> </ul>	to secure the payment of the indebtedness of the bank.
WANTED-TO BENT. WANTED-9 OR 10 ROOM HOUSE, FU	HOTELS.	WE REFER YOU TO 8,000 PATIENT	ring during the trial of a criminal case, suc	h sides of the record and the interests are of a different character, the court will no undertake to weigh such conflicting inter	r port it. (6.) That whether Webster swore to such affidavit at the time he made and filed it	6. An assignment in a petition in error, "errors of law occurring at the trial, ex- cepted to at the time," is too indefinite to
nished or unfurnished, within walking distur of postoffice. Address H 8, Bee office. K-M597-13	To rooms at 11.50 per day. 50 rooms at 12.00 per day.	EXAMINATION FREE.	obtained thereon.	ests, one against the other, and admit the testimony of the witness, because by suc	e was a question of fact and might be proved as any other fact by any competent obtain-	secure a raview of the rulings of the trial court on the admission or exclusion of tes- timony. Murphy against Gould, 40 Ne
STORAGE.	<ul> <li>Special rates to commercial travelers. Roo and board by week or month. Frank Hildito manager. 34</li> </ul>	No Operation. No Detention from Business	<ol> <li>Knowlton. Error from Lancaster county Affirmed, Opinion by Justice Post. Every railroad corporation in this state</li> </ol>	the representatives may seem to be greated than that against them.	r 2. An affidacit is simply a declaration on oath in writing, sworn to by a party before	braska, 728, followed. 7. In an action on a penal bond, judgment may be recovered for the actual damages
BEST STORAGE BUILDING IN OMAHA, U. sov. bonded warehouse. Household goods stor- Lowest rates. 1013-1015 Leavenworth. M-31	S. AETNA HOUSE (EUROPEAN), N. W. CO. 13th and Dodge. Rooms by day or week.	THE O. E. MILLER CO.,	required to fence its, tracks, except at the erossings of public rolds and highways, an within the limits of towns, citles and vi	versed, Opinion by Commissioner Ryan.	<ul> <li>law to administer oaths.</li> <li>3. The essentials of the affidavit required</li> </ul>	sustained, not exceeding the penalty of the bond and interest from the date of the breach of the conditions, less all the pay-
STORAGE: FRANK EWERS, 114 HARNE	Y. MIDLAND HOTEL, COR. 16TH AND CHICAG streets. American plan, \$1,50 and \$2.00 per da	A I famoldia Bausian fistant	- 2. A point one mile distant from the near	show the existence of a mortgage on prop erty when it was insured, and that the	<ul> <li>by section 78 of the Code of Civil Procedure, in order that a valid service by publication may be based thereon, are: That the affi-</li> </ul>	s. Payment, to be available as a defense,
WANTED-TO BUY.	European plan 50c and \$1.00 per day. Room single or ensuite, for families or gentlemen, reasonable rates. M. J. Franck, prop. M-921-F15	" A mueru o prento-ochery.	any city, town or village remote from an rallroad or highway crossing and not nee	y was such knowledge of the existence of suc mortgage as tended to show a waiver of that condition of the policy which renders	h davit must be in writing filed in the case if where made, and sworn to.	leged in the petition and proven at the trial without objection, although denied by the
CITY & CO WARRANTS. PRICHARD 1712 FA		Houd che, Brain Erhaustion, Sieenlesons	though occasionally used for such purpos	e, gage when such policy was issued, held, en	<ul> <li>Ballway company. Mandamus. Opinion by</li> <li>Commissioner Irvine.</li> <li>Parties to mandamus proceedings should</li> </ul>	9. Held, that the damag is assessed by the
WANTED-3 SECOND HAND UPRIGI	T VAN SANTS SCHOOL OF SHORT HAND.	Anamia. Antidote for Alcohright	<ol> <li>The Chicago, Burlington &amp; Oulney Rai road company against, Mogan, 27 Neb., 8 and 39 Ind., 886, distinguished.</li> </ol>	al marizing what facts might be deemed waiver of such existing mortwage to stat	a pursue the practice established by the Code	jury are excessive. Jobnson against McLennan. Appeal from Lancaster county. Affirmed. Opinion by
can be seen. H. B. Scott, room 430 Ran block. N-32 WANTED BOUND VOLUMES OF HARPEN	FILECTRICAL SUPPLIES.	THE ARNOLD CHEMICAL CO.	Barr against Kimball, Error from Lui caster county, Affirmed Opinion by Ju- tice Harrison.	s- was eliminated therefrom, when there has		Commissioner Ryan. A decree of the district court will not be disturbed on appeal to this court, when the
Magazine the Century Scribars of Halfrei Magazine Contury, Scribars and Life, good condition. C. W. Smith, 1229 Parnam N-MSIT	at ARMATURES AND CONVERTERS REWOUN	For sale by all druggists. Omaha.	Where a motion what is defined for a judgmer "non abstance veredicts." but the recor- does not disclose that such motion was sul	b. its terms just as applicable as to an exis	y such, are not proper parties respondent in a proceeding to compel the corporation by	sole question presented is as to findings of
WANTED, A GOOD SECOND-HAND BILLIAI table, complete; will pay spot cash. Addr C, P. O. Box 298, Blair, Neb. N-M555 1	eral machinists; superior work guarantee	a	mitted to the judge of the trial court an his ruling obtained theroan and an excen- tion taken thereto. If adverse, there is not ing presented by the meterd for the consider	A   the mortuage.	at 3. The relator in a mandamus proceeding must charge directly all facts necessary to	Funk against Latta. Error from Lancas- ter county, Affirmed. Opinion by Commis-
C. P. O. Box 200. Blair. Neb. N-Mide 1 FOR SALE-FURNITURE.	- IRLEGERICAL ENGINEERS AND CONTRA	E .	ation of a reviewing court.	a held to show such facts as discharged d	d his favor will not be drawn from vague or	Evidence examined and held sufficient to sustain verdict.
FOR SALE-FURNITURE OF 25-ROOM HOU with 30 bourders; rent low, contral locati	The second se		lease by the fraudulent statements of the lessor, may, in an action by the lessor for	he fendant in error from lisbility to the plain or tiff in error as indorser of ardinary checks.	1. 4 Ironsmuch as the allowance of a writ of mandamus rests largely in the discretion of the court and the writ will be refused	recover on a special contract for procuring a purchaser, the contract having been made
Address G 64 Bee. 0-631-3	S Co., Mfg., 306 S. 12th st. 35	Supris	he may have suffered by reason of suc fraud and misrepresentations, or if he has	the Wymore against Miller, 37 Neb., 500 at hered to.	if of the court and the writ will be ferused i. where the proceeding is trivial or vexations, averments showing a special interest in the	by one alleged to be the agent of the owner- and the authority of the agent being one of the insues, the court properly refused an
FOR SALE-MISUELLANEOUS. WEGMAN PIANOS, BRIDGEPORT ORGAN		SARA	fully paid the rest, recover the damages i an action instituted for such purpose, or, o	in   Young et al against Lane et al. Origina on   Dismissed, Opinion by Commissioner Raga	I relator will not be struck out as immaterial even in a case where it is not necessary to	instruction, stating that the plaintiff was entitled to recover if he was employed by the owner or some one acting for her with-
HOG AND CHICKEN FENCE; HARD WO	embalmer, 1618 Chicago st., telephone 90, 35		contract of lease; that is, he may have h	a- The constitution prohibits a county hoat from levying taxes, which in the aggrega exceed \$1.50 per \$100 valuation, unless autho e, ized so to do by a vote of the people of th	<ul> <li>State ex rel Sturdevant et al acoinst Allen.</li> <li>Secretary of State, Original. Writ denied.</li> <li>Objion by Justice Post.</li> </ul>	out stating that such person must be au- thorized to so set. 2. Certain rulings on the syldence exam-
MILCH COWS AND SPRINGERS FOR SAI	embalmers, 1501 Cuming st., telephone 1660.	Ia., had an open sore on	3 In the case at bay the defendants we	re county, except for the payment of indeb in edness existing at the adoption of the pre	When a provision is ambiguous the courts will adopt that interpretation which is most in harmony with the spirit of the act, and	ined and held not erroneous.
or will exchange for fat cows at our yas Sheely Station. Hamilton Bros. Q-178 1	ds. M. O. MAUL, UNDERTAKER AND EMDAL er. 1417 Farnam st., telephone 225. 35	her foot which tortured	and to occupy them for use in a particular business, and there being sufficient evidence	ar In house roll 31. Neb., 555, State ex r Se Wessel against Weir, 33 Neb., 35, followed.	el best adapted to the promotion of its general object. 2 The act approved March 4, 1891, com-	
CLAIRVOYANTS. MR3. DR. H. WARREN, CLAIRVOYANT, I liable business medium; 7th year at 115 N. h	C. W. BAKER, UNDERTAKER, 613 S. 16TH 5	the best doctors could not	so when made by the party making ther	2. Section 17, chapter lxxii, Compiled States, 1893, construed to be permissive only, accordingly, Held: That where county a contribution basis of the states are been been been as a state of the states of the	y monly called the Australian ballot law, con- templates that the name of each condidate	When Balance of L
HILL BOARD		Plantant	and relied upon by them, and one of the r sults being necessarily the removal of th	<ul> <li>thorities have levied taxes to provide for the current expenses of a certain year, to the constitutional limit, the court has no authorities and authorities that the court has no authorities and the court has no author</li></ul>	e sample ballot accompanied by such noliti- r. cal or other designations as correspond with	When she was a Child, she cried for Castoria.
MASSAGE, BATHS. ETC. MADAM SMITH, M2 S MTH, 1D FLOOR, BO	HOW TO GET A HOME OR SECURE GO interest on savings. Apply to Omaha L & Ass's., 1704 Bee bldg. G. W. Nattinger, Sec	B. Mustang	to another location, Held: There might l recovered as domagne, the actual, unavoi-	by such country board and compel it to redu d- the amount of any levy made for count	be cers charged with the duty of printing and y distributing such ballots.	When she became Miss, she clung to Castoria. When she had Children, she gave them Castoria
MADAM SMITH, 502 S. 18TH, 2D FLOOR, RO J; massage, vapor, alcohol, seam, sulphus and ses bahs. T-M572 1 MASSAGE MADAME BEENNAUD MU DOWN		Liniment DID.	Smith against Johnson Error from The	nurposes and levy in lieu thereof a tax f	The State of Nebraska ex rel Christy against Stein, 35 Nebraska, 848 Distin-	
MASSAGE, MADAME BERNARD, 141 DODO T-M306-1	redecinable. 104 Farnam st., Nattinger, Sec.	UD.	Ion by Justles Harrison. "In a legal sense, a party absconds who	en 2. Where an officer holding an execution	3. It is provided by said act that all cer- n tincates of nomination which are in appar-	

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