SPECIAL NOTICES.

Advertisements for these columns will be taken until 12:30 p. m. for the evening and until 8 p. m. for the morning and Sunday edition.

Advertisers, by requesting a numbered check, can have answers addressed to a numbered letter in care of The Bee. Answers so addressed will be delivered upon presentation of the check only. Rates, 1 1-2c a word, first insertion, 1c a word thereafter. Nothing taken for less than 25c for first insertion.

These advertisements must run consecutively.

SITUATION WANTED.

WANTED, BY EXPERIENCED HOUSEkeeper, situation in family where the work is light; references. Address H 63, Bee. A—M915 25*

WANTED—MALE HELP.

CUBAN FRECKLES, 5C, 1404 DOUGLAS. B—786—M19

WANTED—FEMALE HELP.

LADIES WANTING FIRST-CLASS GIRLS call at Scandinavian Y. W. Home, 1813 Cass st. C—M741—26*

WANTED—A FEW LADIES OF GOOD CHARacter and address to assist in introducing a toilet necessity. Address at once, H 38, Bee. C—757-M17

LADIES TO DO FANCY WORK AT HOME; $6.00 to $10.00; steady work; no canvassing; send stamp. Delray Needlework Co., Delray, Mich. C—568—23*

FOR RENT—HOUSES.

HOUSES, F. K. DARLING, BARKER BLOCK. D—308

HOUSES IN ALL PARTS OF THE CITY. THE O. F. Davis company, 1505 Farnam. D—309

HOUSES; BENAWA & CO., 108 N. 15TH ST. D—310

FOR RENT—HOUSE OF 9 ROOMS AND BARN on Park ave. Inquire at 422 So. 18th st. D—311

FOR RENT—6-ROOM COTTAGE, IN GOOD REpair, city water, $10.00 per month to good parties, 119 N. 37th.—1 block from Farnam car line. Inquire at Stoetzel's stove store, next to postoffice. D—313

8-ROOM MODERN HOUSE. FIVE MINUTES walk from court house. G. L. Green, room 28, Barker block. D—314

HOUSES, WALLACE, BROWN BLK., 16 & Doug. D—317

FOR RENT—2413 CAPITOL AVENUE, 11 rooms, modern. The O. F. Davis company. D—796

FOR RENT—MODERN 10-ROOM HOUSE, WITH furnace, bath, gas, hot and cold water; one-half block from Farnam street motor line; in most desirable residence locality in the city—No. 220 South 35th ave. For particulars apply to Home Investment Co., 304 Paxton blk. D—M870

FOR RENT—FLATS AT NORTHEAST CORNER of 11th and Howard streets on reasonable terms. Inquire room 314 1st Natl. bank bldg. D—666 29

FOR RENT—9-ROOM MODERN COTTAGE, 539 Park avenue; inquire of Chas. Balbach, 1521 Harney street. D—M892-28*

5-ROOM HOUSE, 830 S. 21ST ST. D—M801-25*

FLAT FOR RENT. INQUIRE 1919 DODGE. D—819

10-ROOM MODERN HOUSE, WITH BARN, cheap. 1300 South 25th ave. D—820-3*

UNION HOTEL RESTAURANT. INQUIRE 619 N. 16th street or M. F. Roys, 1614 Farnam. D—M831 25

TWO TEN ROOM HOUSES, ALL MODERN IMprovements, 2126 Harney St. D—845-25*

3016 MASON STREET, AND 3610 JONES street; both modern, 8 rooms, finest locations, $27.50 each, water paid; 7-room house, Orchard Hill, good repair, $7.00. S. K. Humphrey, 928 New York Life. D—M890 2*

SEVEN-ROOM HOUSE, WATER, BATH, ETC., 28th and Hickory. E. D. Evans, 'phone 391. D—M889 2*

MODERN 7-ROOM HOUSE, NEAR PARK. APply 1309 S. 28th street. D—M896

FOR RENT—8-ROOM HOUSE, ALL MODERN improvements. No. 406 N. 23d st. D—M895-26

FOR RENT—7-ROOM HOUSE, ALL MODERN improvements except furnace. No. 2217 Cass st. D—M895-26

MODERN HOUSE, NICELY FURNISHED. L. S. Skinner, 310 N. Y. Life. D—M905 25*

VERY DESIRABLE HOUSES, VACANT March 1. J. H. Sherwood, 912 N. Y. Life. D—899 28*

1812 CHICAGO, SOUTH FRONT ROOMS, ALSO table board. Tel. 1380. F—667—22*

FOR RENT—FURNISHED ROOMS.

PLEASANT ROOM. 1919 DODGE. E—M270

FOR RENT—STEAM HEATED FURNISHED rooms. 604 So. 13th. E—294—F29

3 FURNISHED ROOMS FOR HOUSEKEEPING, man and wife; rent taken in board. 319 N. 17th. E—403

3 NICE FURNISHED ROOMS FOR LIGHT housekeeping. 1112 South 11th St. E—797—27*

FURNISHED ROOM. 2017 HARNEY. E—M860 29*

THREE UNFURNISHED FRONT ROOMS FOR housekeeping; cheap. 2611 St. Mary's. E—M919 25*

FURNISHED ROOMS AND BOARD.

FRONT ROOMS & BOARD CHEAP, 2310 Douglas. F—795—M20

DESIRABLE ROOMS, WITH BOARD; STEAM, etc. 202 N. 18th streeet. F—M927 1*

ROOM SUITABLE FOR TWO, WITH BOARD. Terms reasonable, pleasant location. 2510 Dodge street. F—817—28*

FOR RENT, SUITE OF UNFURNISHED rooms, all modern conveniences; young married couple preferred. 2917 Mason street. F—M832 25*

FOR RENT, FURNISHED ROOMS, WITH board, steam heat. Utopia, 1721 Davenport St. F—846-1*

FURNISHED ROOMS WITH GOOD BOARD and telephone. 212 S. 25th st. F—M892-2*

PLEASANT ROOM IN PRIVATE FAMILY, with or without board; references. 2513 Farnam. F—M906 2*

UNFURNISHED ROOMS TO RENT

3 TO 5 ROOMS FOR LIGHT HOUSEKEEPING; gas, water and hot water, heat. 1623 Center or 309 S. 17th. G—M898 26*

FOR RENT—STORES AND OFFICES

FOR RENT—THE 4-STORY BRICK BUILDING 916 Farnam street. This building has a fireproof cement basement, complete steam heating fixtures, water on all floors, gas, etc. Apply at the office of The Bee. I—910

THE MAX MEYER BUILDING, N. E. COR. 11th and Farnam; rooms, 22x100 or 44x100, or the whole building; steam heat, electric elevator; building will be arranged to suit tenant. Inquire 1018 Farnam street. I—M305—F28

FOR RENT—FIRST CLASS THREE-STORY and basement brick store with elevator at 1005 Farnam, suitable for any kind of business. Inquire at room 314 First National Bank Bldg. I—665—29

FOR RENT, LARGE DOUBLE STORE, 44X83, good basement, steam heat, 16th and Webster street. Roys, 1614 Farnam street. I—M835 1

AGENTS WANTED.

AGENTS IN EVERY STATE ON SALARY AND commission. Agents making $25 to $50 weekly. Eureka Chemical & Mfg. Co., La Crosse, Wis. J—M318

SALESMEN TAKING ORDERS FOR CUSTOM made suits to handle a light, profitable side line. Rogers & Donathen, Kansas City, Mo. J—M877 26*

WANTED—TO RENT.

WANTED, TRAVELING MAN WISHES BOARD and room for wife and baby, with strictly private family. References. Address H 64, Bee office. K—M928 25*

STORAGE.

BEST STORAGE BUILDING IN OMAHA, U. S. gov. bonded warehouse. Household goods stored. Lowest rates. 1013-1015 Leavenworth. M—319

STORAGE. FRANK EWERS, 1214 HARNEY. M—321

WANTED—TO BUY.

CITY & CO WARRANTS. PRICHARD 1712 FA'M. N—323

WANTED—3 SECOND HAND UPRIGHT pianos; please state price, make and where it can be seen. H. B. Scott, room 430 Ramge block. N—322

WANTED, TO BUY, SMALL SECOND-HAND phaeton for small Shetland pony. Inquire for Phil Aaron at Boston store. N—M838

WANTED, TO PURCHASE OUTFIT OF roller skates, new or second-hand; state sizes, condition and number. Price must be low, for cash. Address Box 68, Norfolk, Neb. N—M841 25

WANTED, GOOD, MEDIUM SIZE HANDpower freight elevator; name bottom price. P. O. box 1338, Lincoln, Neb. N—M821 26

FOR SALE—FURNITURE.

FOR SALE, FURNITURE OF TEN-ROOM house for sale cheap; purchaser can rent house; near Dodge and 25th; excellent place for boarders or roomers. Address H 61, Bee. O—M911 26*

FOR SALE, HORSES AND WAGONS

FOR SALE OR TRADE, STYLISH MARE, good driver, harness, top buggy, road wagon. Have you got anything to exchange? Will pay cash difference for heavier horse. George W. Holbrook, city hall. P—M813

FOR SALE—MISCELLANEOUS.

WEGMAN PIANOS, BRIDGEPORT ORGANS. Woodbridge Bros., 117 So. 17th. Q—325

HOG AND CHICKEN FENCE; HARD WOOD pickets. C. R. Lee, 901 Douglas. Q—326

A GENUINE LIST OF 3,000 ADDRESSES IN Webster county, Neb., mostly farmers; price $2.00. Address O. C. Teel, Red Cloud, Neb. Q—M718—26*

SMOKE HOUSE FOR PIPES, 1404 DOUGLAS. Q—786—M19

FOR SALE, ONE NATIONAL CASH REGISter, as good as new, cheap. Anheuser-Busch Brewing association, 1213 Jones st. Q—848 25

FOR SALE—2 FRESH COWS AND CALVES and one registered Holstein cow and heifer calf at 2826 Webster. Q—M897-2*

MISCELLANEOUS.

HAVANA FRECKLES, 1404 DOUGLAS. R—786—M19

CLAIRVOYANTS.

MRS. DR. H. WARREN, CLAIRVOYANT, RELiable business medium; 7th year at 119 N. 16th. S—327

THE GREATEST CLAIRVOYANT OF THE age, Madame Romain, has returned by request and can be consulted on all affairs of life. Those wishing correct advice on business, love, marriage, duns, lawsuits, etc., can safely rely on the madame. She removes evil influences, reunites couples and causes speedy and happy marriage with the one you love. She makes a success where others fail. All in trouble call and receive prompt benefit. Hours, 9 to 9. Letters with stamp answered promptly. 321½ N. 15th street, flat A. S—M762 28*

MASSAGE, BATHS, ETC.

MADAM SMITH, 502 S. 13TH, 2D FLOOR, ROOM 3; magnetic, vapor, alcohol, steam, sulphurine and sea baths. T—M913 2*

MASSAGE, MADAME BERNARD, 1421 DODGE. T—M629—28*

TURKISH BATHS.

TURKISH BATHS; ONLY PLACE IN CITY exclusively for ladies. Suite 109-110 Bee Bldg. 369

PERSONAL.

B. HAAS, FLORIST, PLANTS, CUT FLOWERS. Banquet, hall, residence and grave decorations. 1813 Vinton street. Telephone 776. U—663

MASSAGE, ELECTRO THERMAL BATHS, chiropodist. Mme. Post, 319½ S. 15th st. U—330

THE BELLE EPPERLY CORSET, MADE TO order from measure. 1909 Farnam street. U—329

NEWLY FITTED BATH PARLORS. Turkish and electric baths for ladies' and gentlemen. Mme. Howell, 320 S. 15th st., 2d floor. U—M400 M1*

OMAHA BUSINESS COLLEGE, 15TH AND Farnam. U—M536 F28

SMOKE HOUSE, FINE KEY WEST CIGARS. U—786—M19

VIAVI CO., 346 BEE BLDG.; HEALTH BOOK free; home treatment; lady attendant. U—332

SWEDISH MOVEMENT CURE FOR LADIES. 1816 Chicago street; consultation, facial and scientific obesity treatment free Mondays. Feb. U—M302 F23*

BEAUTY CULTURE; EVERY LADY WITH facial hair can have it destroyed forever, guaranteed by the ELECTRIC NEEDLE. Moles warts, wens, red nose, birth tattoos, powder and cinder marks, freckles, black heads, liver spots, pimples and all facial blemishes removed. Ill-shaped nose and projecting ears remedied; bust developed; hair, scalp and skin treated; fat reduced; nervous and female diseases cured by the Curapathic Institute. 107 S. 17th st., near Dodge. U—622 M12*

12 CABINET PHOTOS, BEST FINISH, $1.75; 10 days only. Cowan's, 534 Broadway, Co. Bluffs. U—M633 M13

MARRIAGE PAPER, WITH 1,000 ADVERTISEments and photos of marriageable people, many rich; lists of books, novelties, etc., free. Gunnels' Monthly, Toledo, O. U—M430 M2*

STOECKER'S SMOKE HOUSE, 1404 DOUGLAS. U—786—M19

MONEY TO LOAN—REAL ESTATE.

ANTHONY LOAN & TRUST CO., 318 N.Y. LIFE, loans at low rates for choice security in Nebraska and Iowa farms or Omaha city property. W—333

LIFE INSURANCE POLICIES LOANED ON or bought. F. O. Chesney, Kansas City, Mo. W—334

MONEY TO LOAN ON IMPROVED OMAHA real estate. Brennan, Love & Co., Paxton blk. W—335

MONEY TO LOAN AT LOWEST RATES. THE O. F. Davis Co., 1505 Farnam st. W—336

VERY LOW RATES MADE ON GOOD LOANS. J. W. Squire, 248 Bee bldg. W—337

CITY LOANS. C. A. STARR, 515 N. Y. LIFE. W—338

CITY AND FARM LOANS AT LOWEST rates. Pusey & Thomas, First Nat'l Bank bldg. W—339

MONEY TO LOAN ON IMPROVED OMAHA property. Fidelity Trust company, 1702 Farnam. W—340

LOANS ON IMPROVED & UNIMPROVED CITY property. W. Farnam Smith & Co., 1320 Farnam. W—341

MONEY TO LOAN ON OMAHA REAL ESTATE at 6 per cent. W. B. Meikle, 1st Nat. Bk. bldg. W—342

CITY LOANS, $500.00 to $50,000.00 AT LOWEST rates. Powell & Potter, 1st floor N. Y. L. bldg. W—M374

MONEY TO LOAN; 6 PER CENT LOANS ON inside improved business property; large loans our specialty. Neb. & Iowa Trust company, 204 N. Y. Life bldg. W—M737 28*

MONEY TO LOAN—CHATTELS.

MONEY TO LOAN ON FURNITURE PIANOS and all kinds of security. Fred Terry, room 430 Ramge block. X—343

MONEY TO LOAN ON HOUSEHOLD FURNIture, pianos, horses, wagons, or any kind of 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—344

J. B. HADDOCK, ROOM 427, RAMGE BLOCK. X—345

MONEY TO LOAN ON FURNITURE, PIANOS, horses, wagons, etc., at lowest rates in city; no removal of goods; strictly confidential; you can pay the loan off at any time or in any amount.
OMAHA MORTGAGE LOAN CO.
306 S. 16th st. X—346

BUSINESS CHANCES.

DO YOU WANT A MONEY MAKER? THE Edison Kinetoscope (eight machines), took in $8,000 in less than three months. For terms address Edison Kinetoscope Co., 109 So. 16th st., Omaha, Neb. Y—M657

FOR SALE, NEWSPAPER AND COMPLETE outfit in a thriving little city in North Alabama; great bargain. Address, W. J. Sibert, Gadsden, Ala. Y—M788 25*

BRICK YARD FOR SALE OR LEASE, CENtrally located, with a capacity of 50,000 per day. For terms address H 44, Bee. Y—794—27*

BOOT AND SHOE MERCHANT. IF YOU want to locate in the best town in southwest Missouri address H 49, this office, for particulars. Y—M840 26

GOOD PAYING MANUFACTURING BUSINESS, complete, for $900. Good reasons for selling. Address H 20, Bee. Y—664

MDSE. EXCHANGES. H. A.WAGNER, OMAHA Y—M267 F28

CUBAN FRECKLES, BEST IN THE WORLD. Y—786—M19

$300.00 MONTHLY GUARANTEED. MANUfacturing concern wants representatives in Omaha (or any city not taken). Must have few hundred dollars cash to pay for goods on delivery after orders have been secured. F. E. Vail, Morse bldg., New York. Y—886 1*

FOR SALE—BEST PAYING MILLINERY BUSIness west of Chicago. Address Box 955, Sioux City, Ia. Y—M693-26*

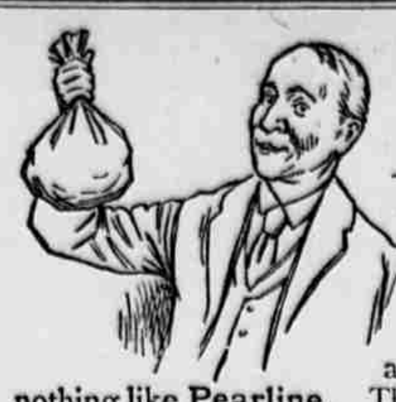
FOR SALE, HALF INTEREST OF DESIRABLE loan business in Omaha; good reasons for selling; this will stand closest investigation; might take some clear real estate as part payment; unless you mean business don't answer. Box 750, Omaha. Y—M900 26*

DO YOU WANT A GOOD, SAFE BUSINESS that will pay well on $1,500.00 to $2,000.00 capital? Grocery, next door to largest meat market in the city. Write at once. P. O. box 1238, Lincoln, Neb. Y—M922 26

FOR EXCHANGE.

PROPERTY FOR MDSE. H.A.WAGNER, Omaha. Z—M268 F28

COUNCIL BLUFFS BUSINESS PROPERTY, rents $50 month, to exchange for western Iowa or eastern Nebraska farm. F. J. Schnorr, Council Bluffs. Z—M843 1



There's Money In It —washing with Pearline. There's ease and comfort in it, too, and safety. There's wear saved on every thing washed; there's work saved in every thing you do. There's no time wasted, and little time spent. There's nothing like Pearline. There's no harm if you use it, there's no reason in doing without it.

Beware Peddlers and some unscrupulous grocers will tell you, "this is as good as" or "the same as Pearline." IT'S FALSE—Pearline is never peddled, if your grocers send you an imitation, be honest—*send it back.* 289 JAMES PYLE, New York.

FOR EXCHANGE.

Continued.

ANY PERSON WISHING TO EXCHANGE A good stock of merchandise for two farms and 324 acres of unimproved land in Nebraska, no waste and splendid grass and agricultureal land, now has a rare opportunity; these lands are all smooth, nice laying, excellent soil, perfect title and no incumbrance. For information address E. V. Clark, Genoa, Neb. Z—M901 1*

FOR SALE—REAL ESTATE.

FOR SALE OR EXCHANGE, A FINE RESIdence property, with large grounds, well improved; owner has no use for the property and will take other good property in exchange. Address, H. G. McGee, Council Bluffs, Ia. RE—767 28

WANTED, 1,000 HEADS OF FAMILIES TO take up free homesteads in the Red river valley, Minnesota. Map showing exact location, section, town and range will be mailed free by writing to land commissioner Great Northern railway, St. Paul, Minn. RE—M471 M4

ABSTRACTS. THE BYRON REED COMPANY RE—404

FARM LANDS. C. F. HARRISON, 912 N. Y. L. RE—M492 M5*

EXCHANGES AND SALES; CITY PROPERTY, farms, merchandise. Garvin Bros. 210 N.Y.Life. RE—348

BARGAINS, HOUSES, LOTS AND FARMS, sale or trade. F. K. Darling, Barker block. RE—347

BARGAINS, SALE OR TRADE IN CITY PROPerties and farms. Jno. N. Frenzer, opp. P. O. RE—M833

FINE GARDEN LAND, 5 MI. FROM P. O., $100 per acre. 940 N. Y. L. bldg. RE—984

BARGAINS, 100-FT., SOUTH FRONT, BEAUtiful residence corner; only $18.00 per foot, front. F. K. Darling, Barker Block. RE—849 25

WANTED, MERCHANDISE FOR CASH.
Wanted, larger for small farm.
Wanted, rented for business property and cash.
Wanted, acreage and cash for business property
Wanted, merchandise for land and cash.
Wanted, home for land and cash.
Wanted, home for lots and cash.
Wanted, small chunk 16th st. property.
Wanted, agricultural implements for Iowa farm
Wanted, Iowa farm for cash and house.
Wanted, house or lot for Missouri Valley farm.
Wanted, C. Bluffs for Omaha property.
Wanted, to loan out $10,000.
C. F. Harrison, 912 N. Y. Life. RE—850 23*

FOR SALE. DO YOU WANT 160 IMPROVED farm to move right on to March 1, all in cultivation, at your own price? Right here in east Nebraska, or that 5, 10, 20 40 acre tracts; house all ready to move in to; raise a fine garden; be independent; then come in tomorrow. Davenport & Waterman, N. Y. Life. RE—M929 25*

UNDERTAKERS AND EMBALMERS

H. K. BURKET, FUNERAL DIRECTOR AND embalmer, 1618 Chicago st., telephone 90. 356

SWANSON & VALIEN, UNDERTAKERS AND embalmers, 1701 Cuming st., telephone 1060 357

M. O. MAUL, UNDERTAKER AND EMBALMer, 1417 Farnam st., telephone 225. 358

C. W. BAKER, UNDERTAKER, 613 S. 16TH ST. 359

HOTELS.

HOTEL BARKER, 13TH AND JONES STS. 75 rooms at $1.50 per day. 50 rooms at $2.00 per day. Special rates to commercial travelers. Room and board by week or month. Frank Hilditch, manager. 349

AETNA HOUSE (EUROPEAN), N. W. COR. 13th and Dodge. Rooms by day or week. 350

BUILDING & LOAN ASSOCIATION

HOW TO GET A HOME OR SECURE GOOD interest on savings. Apply to Omaha L. & B. Ass'n, 1704 Bee bldg. G. W. Nattinger, Sec. 362

SHARES IN MUTUAL L. & B. ASS'N. PAY 6, 7, 8 per cent when 1, 2, 3 years old, always redeemable. 1704 Farnam st., Nattinger, Sec. 363

BICYCLES.

M. O. DAXON, 402 N. 16TH. 354

OMAHA BICYCLE CO., 323 N. 16T HST. 355

A. L. DEANE & CO., WHOLESALE AND REtail bicycles, 1116 Farnam street. 191

WILL BARNUM & BRO., 120 N. 15TH STREET; only riding school in the city. M245

STERLING BICYCLES, BUILT LIKE A watch. Western Electrical Supply Co., 422 S. 15th street. M837

LOST.

LOST, FROM DAVENPORT AND 32D STREET, undersized liver and white pointer dog. Return to Parmelee Gun store. M902 25

CARPENTERS AND BUILDERS.

C. E. MORRILL, PAPER HANGING, HOUSE, sign painting, brick work, plastering; off., R. 1, Barker Blk.; tel 735; shop 2211 Izard; tel. 408. M377

MEDICAL.

SYPHILIS TREATED; NO CURE, NO PAY; cases on payments; consultation free; 8 to 10 a. m., 1 to 3, 7 to 9 p. m. 2310 Cuming st., Omaha. M—792-M20*

BUSINESS NOTICES.

DAMAGED MIRRORS RESILVERED, 719 N. 16. 368

OMAHA OPTICAL CO., LEADING OPTICIANS. Eyes tested free. 222 S. 16th street. M923 23*

MASK SUITS.

LADIES' AND MEN'S MASK SUITS FOR RENT at Golden Eagle store, 114 S. 16th street. M603—M11*

ELECTRICAL SUPPLIES

ELECTRICAL ENGINEERS AND CONTRACtors for electric light and motor plants and all kinds of electrical construction. Western Electrical Supply Co., 418 and 420 S. 15th st. 352

SHORTHAND AND TYPEWRITING.

VAN SANT'S SCHOOL OF SHORT HAND, N. Y. Life, Omaha. Ask for circular. 366

OMAHA BUSINESS COLLEGE, 15th & FARN'M M536—F28

MUSIC, ART AND LANGUAGE.

C. F. GELLENBECK, BANJOIST AND GUITAR teacher, 1911 Cass st. 914

DENTISTS.

DR. PAUL, DENTIST, 2020 BURT ST. 365

WHOLESALE COAL.

JOHNSON BROS., WHOLESALE DEALERS IN all kinds of coal. Correspondence solicited. 1008 Farnam st. 364

COAL.

D. T. MOUNT HAS REMOVED HIS COAL office to 209 S. 16th st., Brown block. 360

PRICE REDUCED; SHERIDAN, BEST WYOming coal; nut, $4.50; lump, $5.50; 2,000 lbs. for a ton delivered. 1605 Farnam street. 361

STOVE REPAIRS

STOVE REPAIRS FOR 40,000 DIFFERENT makes of stoves; water attachment and connections a specialty. 1207 Douglas st. Omaha Stove Repair Works. 367

EMPLOYMENT OFFICE.

CANADIAN EMPLOYMENT BUREAU REmoved to 1522 Douglas; furnish best male and female help. M491 M5

WOOD AND KINDLING.

TEL. 1587. HARD WOOD AND KINDLING. M844 28

DENTAL COLLEGE.

OMAHA COLLEGE DENTAL SURGERY, FREE infirmary; dentistry at cost. 16th & Cap. ave. M745 M4

R R R RADWAY'S READY RELIEF

FOR INTERNAL AND EXTERNAL USE.

CURES AND PREVENTS

Colds, Coughs, Sore Throats, Influenza, Bronchit's, Pneumonia, Swelling of the Joints, Lumbago, Inflammations,

RHEUMATISM, NEURALGIA,

FROSTBITES, CHILBLAINS, HEADACHE, TOOTHACHE, ASTHMA,

DIFFICULT BREATHING.

CURES THE WORST PAINS in from one to twenty minutes. NOT ONE HOUR after reading this advertisement need anyone SUFFER WITH PAIN.

Radway's Ready Relief is a Sure Cure for Every Pain, Sprain, Bruises, Pains in the Back, Chest or Limbs. It was the first and is the only PAIN REMEDY.

That instantly stops the most excruciating pains, allays inflamation, and cures congestions, whether of the Lungs, Stomach, Bowels, or other glands or organs, by one application.

A half to a teaspoonful to half a tumbler of water will in a few minutes cure Cramps, Spasma, Sour Stomach, Heartburn, Nervousness, Sleeplessness, Sick Headache, Diarrhea, Dysentery, Colic, Flatulency and all internal pains.

There is not a remedial agent in all the world that will cure fever adn ague and all other Malarious, Bilious and other fevers aided by RADWAY'S PILLS, so quickly as RADWAY'S READY RELIEF.

DOCTOR

SEARLES & SEARLES, Chronic, Nervous, Private Diseases.

TREATMENT BY MAIL. Consultation Free.

We cure Catarrh, all diseases of the Nose, Throat, Chest, Stomach, Liver, Blood, Skin and Kidney Diseases, Female Weaknesses, Lost Manhood, and ALL PRIVATE DISEASES OF MEN.

WEAK MEN ARE VICTIMS TO NERVOUS Debility or Exhaustion, Wasting Weakness, Involuntary Losses, with Early Decay in young and middle aged; lack of vim, vigor andweakened prematurely in approaching old age. All yeild readily to our new treatment for loss of vital power. Call or or address with stamp for circulars, free book and receipts.

Dr. Searles and Searles, 1416 Farnam Omaha Neb

PATENT

Lawyers and solicitors. SUES & Co., Bee Building, OMAHA, Neb. Advice FREE.

RAILWAY TIME CARD

Leaves Omaha	BURLINGTON & MO. RIVER. Union Depot, 10th & Mason Sts.	Arrives Omaha
10:15am	Denver Express	9:40am
4:35pm	Blk. Hills, Mont. & Puget Snd. Ex.	4:10pm
4:35pm	Denver Express	4:10pm
6:45pm	Nebraska Local (except Sunday)	7:45pm
8:15am	Lincoln Local (except Sunday)	11:25am
2:45pm	Fast Mail (for Lincoln) Daily	

Leaves Omaha	CHICAGO, BURLINGTON & Q. Union Depot, 10th & Mason Sts.	Arrives Omaha
4:45pm	Chicago Vestibule	9:50am
9:50am	Chicago Express	4:15pm
7:50pm	Chicago and St. Louis Express	8:00am
11:35am	Pacific Junction Local	6:10pm
	Fast Mail	2:40pm

Leaves Omaha	CHICAGO, MIL. & ST. PAUL. Union Depot, 10th & Mason Sts.	Arrives Omaha
6:00pm	Chicago Limited	9:30am
11:10am	Chicago Express (ex. Sun.)	6:00pm

Leaves Omaha	CHICAGO & NORTHWEST'N. Union Depot, 10th & Mason Sts.	Arrives Omaha
11:05am	Eastern Express	5:30pm
4:00pm	Vestibuled Limited	9:40am
6:55am	Mo. Valley Local	10:30pm
5:45pm	Omaha Chicago Special	2:15pm

Leaves Omaha	CHICAGO, R. I. & PACIFIC. Union Depot, 10th & Mason Sts.	Arrives Omaha
	EAST.	
11:00am	Atlantic Express (ex. Sunday)	6:05pm
6:25pm	Night Express	9:50am
4:30pm	Chicago Vestibuled Limited	1:05pm
11:35pm	Oklahoma Exp. (to C. B. ex. Sun)	11:20pm
	WEST.	
5:15am	Oklahoma & Texas Ex. (ex. Sun.)	11:30pm
1:10pm	Colorado Limited	4:00pm

Leaves Omaha	C., ST. P., M. & O. Depot 15th and Webster Sts.	Arrives Omaha
9:25am	Nebraska Passenger (daily)	8:15pm
4:30pm	Sioux City Express (ex. Sun.)	11:55am
6:10pm	St. Paul Limited	10:35am

Leaves Omaha	F., E. & MO. VALLEY. Depot 15th and Webster Sts.	Arrives Omaha
2:10pm	Fast Mail and Express	4:50pm
2:10pm	(ex. Sat.) Wyo. Ex. (ex. Mon.)	4:55pm
9:05am	Norfolk Express (ex. Sunday)	10:30am
6:10pm	St. Paul Express	10:35am

Leaves Omaha	K. C., ST. J. & C. B. Union Depot, 10th & Mason Sts.	Arrives Omaha
9:50am	Kansas City Day Express	6:10pm
9:45pm	K. C. Night Ex. via U. P. Trans.	6:50am

Leaves Omaha	MISSOURI PACIFIC. Depot 15th and Webster Sts.	Arrives Omaha
10:40am	St. Louis Express	6:00am
9:30pm	St. Louis Express	6:08pm
5:10pm	Nebraska Local (ex. Sun)	9:00am

Leaves Omaha	SIOUX CITY & PACIFIC. Depot 15th and Webster Sts.	Arrives Omaha
6:10pm	St. Paul Limited	10:35am

Leaves Omaha	SIOUX CITY & PACIFIC. Union Depot, 10th & Mason Sts.	Arrives Omaha
6:55am	Sioux City Passenger	10:35pm
5:35pm	St. Paul Limited	12:35pm

Leaves Omaha	UNION PACIFIC. Union Depot, 10th & Mason Sts.	Arrives Omaha
10:00am	Kearney Express	3:45pm
2:00pm	Overland Flyer	5:35pm
2:00pm	Bea'tce & Stromsb'g Ex. (ex. Sun)	8:45pm
7:30pm	Pacific Express	10:55am
6:15pm	Fast Mail	4:10pm

Leaves Omaha	WABASH RAILWAY. Union Depot, 10th & Mason Sts.	Arrives Omaha
3:55pm	St. Louis Cannon Ball	12:35pm

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SUPREME COURT SYLLABI.

Last week the supreme court sat two days at Lincoln. Decisions were handed down in the following cases:

Dolen against Buchanan. Error from Gage county. Affirmed. Opinion by Chief Justice Norval.

Where a judgment is rendered against a defendant in a district court having two judges, by one of the judges thereof, an application at the same term to vacate and set aside such judgment on the ground that the same was obtained upon a forged waiver of service of summons and confession of judgment may properly be heard by whichever judge of the court is presiding at the time the application is presented.

State ex rel Conroy against Miller. Error from Lancaster county. Affirmed. Opinion by Chief Justice Norval.

In this state prosecution for crime may be either upon information or by indictment.

2. An information must be filed by the prosecutor during the term of court at which the accused is required to appear, in case he is held in jail.

3. Before a defendant in a criminal prosecution, who has been committed to jail in default of bail by the examining magistrate, is entitled to be discharged under section 389 of the criminal code, it must appear that neither an information was filed, nor an indictment was found against him at the term of the district court at which he is held to answer.

Jolly against State. Error from Burt county. Affirmed. Opinion by Chief Justice Norval.

The failure of the trial court to number the different paragraphs of the charge to the jury, or to write the word "given" on the margin of each instruction, as required by the statute, cannot be relied upon in this court for a reversal of the judgment where no objection was specifically taken on that ground in the trial court at the time the charge was given.

2. A prosecution for a misdemeanor, where the penalty fixed by statute is restricted to a fine of not exceeding $100 and to imprisonment not exceeding three months, must be instituted within one year from the time such offense was committed.

3. On the trial of a prosecution for assault and battery it is an error for the court to charge the jury that it was sufficient if they found the offense was committed within eighteen months prior to the filing of the complaint.

4. The giving of such instruction is error without prejudice, where the undisputed evidence discloses that the act charged was committed less than a year prior to the filing of the complaint.

5. Instruction of which no complaint is made in the motion for a new trial, or the petition in error, will not be reviewed in this court.

Terry against Beatrice Starch company. Error from Gage county. Reversed and remanded. Opinion by Chief Justice Norval.

Held: That plaintiff was not entitled to recover damages for loss sustained by reason of a breach of the contract set out in the opinion after the suit was instituted, since the time fixed for full performance by the defendant had not then elapsed.

2. A judgment will not be reversed for error committed by the trial court in admitting immaterial testimony, when it is clear, upon an examination of the whole record, that the verdict must have been the same had the objectional evidence been excluded.

3. Error may be predicated upon the admission of improper evidence, in a cause tried to a jury, when it is obvious that the unsuccessful party was, or may have been, prejudiced thereby.

4. It is error for the court to give an instruction which assumes as established a disputed question of fact. It is for the jury alone to pass on conflicting evidence.

Torpy against Johnson. Error from Johnson county. Affirmed. Opinion by Justice Post.

In an action for contribution by one joint wrongdoer against another, the test of recovery is whether the plaintiff at the time of the commission of the act for which he has been compelled to respond knew that such act was wrongful.

2. Evidence held to warrant a direction against the plaintiff, a licensed saloon keeper, in an action for contribution from the defendant, also a saloon keeper, on the ground that the furnishing of liquor to an habitual drunkard, for which he has been compelled to respond, was known by him to be wrongful and unlawful. Johnson against Torpy, 35 Neb., 604.

Cheney against Straube. Error from Johnson county. Affirmed. Opinion by Justice Post.

A covenantee is not required to resist an action by the holder of the paramount title until actually dispossessed by legal process, but may recover against his covenantor after voluntarily surrendering to the holder of the better title. He at most assumes thereby the burden of establishing the title which he has thus recognized.

2. Evidence held to sustain the judgment complained of.

Polk against Covell. Error from Douglas county. Reversed. Opinion by Justice Post.

One of several defendants having separate and distinct defenses may prosecute an appeal from the county court to the district court without joining his co-defendants.

2. When the interests of the several defendants are inseparably connected, an appeal by one defendant brings up the whole case.

3. But in order to secure a review of a joint judgment by petition in error all persons interested must be made parties to the proceeding, as plaintiff or defendants.

Randall against National Building, Loan and Protective union. Appeal from Hall county. Motion for rehearing denied. Opinion by Justice Post.

The fact that opinions are prepared by commissioners of this court is no indication that such cases have not been examined by the judges. All questions of law, and, so far as practicable, questions of fact, are considered by each of the judges and commissioners, and opinions are invariably submitted for examination and criticism by the entire membership of the court.

2. Stock payments by a borrowing member of a building and loan association are not ipso facto credits upon his indebtedness, so as to reduce pro tanta the amount due on his mortgage.

3. But a borrower may elect to have payments on account of stock applied upon his indebtedness to the association. Randall against National Building, Loan and Protective association, 60 N. W., 1,019.

4. An agreement whereby the stock of a borrowing member of a building and loan association, pledged as collateral security for his loan, is to be forfeited upon default of interest, without allowing credit on account of payments previously made on such stock, is unconscionable and will not be enforced by the courts of the state, although recognized as valid in the association's own state.

Omaha & Republican Valley Railway company against Cook. Error from Howard county. Motion for rehearing overruled. Opinion by Justice Post.

The engineer in charge of a railroad train may presume that a trespasser discovered on the track is in possession of his senses, and that he will appreciate the danger and act with discretion. He is therefore under no obligation to stop his train or even lessen the speed thereof before discovering that such trespasser is in imminent danger of personal injury.

2. Such presumption has no application to persons incapable of caring for themselves, such as the very young and the helpless.

Nelson against Johnson. Error from Burt county. Affirmed. Opinion by Justice Harrison.

Where it is sought to present for review alleged errors of a trial court in receiving or rejecting testimony, and also the applicability of an instruction, to portions of the evidence, it is necessary that there be a properly authenticated bill of exceptions.

2. A clerk of the district court has no power to settle and allow a bill of exceptions, unless it is within the exceptions noted and provided for in section 311 of the code of civil procedure.

3. Affidavits used on the hearing of a motion for a continuance cannot be considered in the appellate court unless preserved by a bill of exceptions.

4. An instruction which was a correct statement of a rule of law applicable to a certain class of testimony, the absence of a properly authenticated bill of exceptions precluding its examination in connection with the evidence, presumed to be without error.

Spotswood & Son against National Bank of Commerce. Error from Douglas county. Affirmed. Opinion by Justice Harrison.

Where a motion for a new trial is made for parties on the grounds that they were never made parties to the action and never appeared therein, and never authorized any attorney to appear for them, and that the attorney who claimed to represent them had no authority to do so, and that no proper defense had been made in their behalf, and that they possessed a full and adequate defense to the action which they desired to present, and affidavits are filed in support of and to controvert the grounds of such motion, it is proper for the trial judge in determining the motion to take into consideratin matters of record which occurred during the trial of the case and have a bearing upon the issues to be determined in deciding the motion for a new trial.

2. Where the certificate to a bill of exceptions filed in this court, purporting to contain the evidence used on the hearing of a motion for a new trial, includes a statement that the evidence introduced and proceedings during the trial were considered in passing upon the motion, and the evidence and record of such proceedings are not preserved by the bill of exceptions, the question of the correctness of the ruling of the trial judge cannot be examined in this court, for the reason of the insufficiency of the bill of exceptions and the findings of the trial court on the issues of fact involved in such hearing must be presumed to be correct, and so treated.

Chapman against Brewer. Appeal from Cedar county. Opinion by Justice Harrison.

"A party taking a mortgage on real estate is bound at the time to know whether material has been furnished or labor performed in the erection, reparation or removal of improvements on the premises within the four prior months." (Henry & Coatsworth company against Fisherdic et al, 37 Neb., 207, followed.)

2. "The lien of a mortgage on real estate taken while a building is in course of erection thereon, is subject to the claims of material men and laborers for material already and thereafter furnished, and for labor already and thereafter performed in the erection of such building, when the commencement of such furnishing of material or the commencement of the performance of such labor was prior to the record of said mortgage." (Henry & Coatsworth company against Fisherdick et al, 37 Neb., 207, followed.)

3. Evidence may be introduced during trial to show that the date of the commencement of labor or furnishing material stated in the claim filed to perfect a mechanic's lien is erroneous, and that the beginning of the labor or furnishing was of an earlier date, where the establishing of such prior date will only affect the rights of parties to the suit who were bound to take notice of the true date of the commencement of labor or furnishing material, and whose mortgage liens were acquired after such true date and prior to the time of filing the claim for lien, and who did not and could not depend upon it for notice of such date, and whose rights could not be and were not changed or affected by the statement of the date in the claim for lien.

4. In an appeal case, an issue not presented by the pleadings and not fairly within their scope, and, therefore, presumably not decided by the trial court, will not be considered in this court.

5. The oath required by statute to be made to a claim for a mechanic's lien may be upon information and belief.

6. The words "any person" used in the statute which provided for the filing of a mechanic's lien, to designate who may acquire such liens, includes both natural and artificial persons, or corporations, and in this last signification is not confined to corporations created by virtue of the laws of this state, but applies to and includes foreign corporations, or those formed under the laws of other states as well.

7. The proof in this case held to sufficiently establish the existence of the appellate company as a corporation to relieve it from collateral attack.

8. Where there is no proof of the provisions of the statutes of a sister state they will be presumed to be the same as those of our own state upon the subject involved.

9. Where a pleading in one portion of it contains a denial of the corporate existence of a company and in another paragraph of the pleading the issue is raised of the right of the company as a foreign corporation to acquire or enforce a mechanic's lien in this state, the pleadings will be construed as an admission of the corporate capacity of such company.

10. A treasurer and bookkeeper of a corporation where the articles of incorporation require every officer of the company to be a stockholder may verify the claim for a mechanic's lien.

11. The acceptance of a mortgage by a mechanic's lien holder, covering the property to which the mechanic's lien has attached, will not be deemed a waiver of the former lien where such was not the intention of the parties, and such additional security does not infringe upon the rights of other parties.

12. The statement in regard to a lien, contained in the contract for furnishing material, etc., the basis for the claim of mechanic's lien; held, not to be a waiver of the right to the statutory lien.

The Omaha Consolidated Vinegar company against Burns. Appeal from Douglas county. Reversed. Opinion by Commissioner Ryan.

One who predicates his right to relief upon the alleged performance by him of all the terms of a written contract must show a substantial compliance with each requirement thereof where there has been neither a waiver nor acceptance of benefits thereunder by the other contracting party.

2. A party is not allowed to allege in his petition one cause of action and prove another upon the trial. The allegata and probatea must agree. Following, Imhoff against House, 36 Neb., 28.

Vlasseck against Wilson. Error from Lancaster county. Affirmed. Opinion by Commissioner Ryan.

No ground of complaint in this case being disclosed independently of a bill of exceptions settled by a justice of the peace, the judgment rendered by said justice of the peace without the intervention of a jury will not be disturbed, since that magistrate had no power to settle such indispensable bill of exceptions, following, Moline Milburn-Stoddard company against Curtis, 38 Neb., 520, and other cases theron predicated.

Hines against Cochran. Appeal from Douglas county. Opinion by Commissioner Ryan.

The evidence in this case examined and held to sustain the decree of the district court, except as to the claim of J. A. Fuller & Co.

2. In respect to the rights of J. A. Fuller & Co., the case of Byrd against Cochran, 39 Nebraska, 109, involving the same questions, is held decisive.

Burgess et al against Burgess. Error from Gage county. Affirmed. Opinion by Commissioner Ryan.

Prejudicial error will not be implified from the introduction in evidence of a petition verified by affidavit, in which petition were contained only such statements as were afterward by said affiant repeated on his oath in the course of the trial in which such petition was introduced in evidence and in relation to which statements there was thereupon accorded and fully exercised the right of cross-examination.

2. Where the handwriting in which was affixed the signature to a letter was identified as that of one of the parties to the action on trial, such letter, if otherwise competent and relevant, is admissible in evidence, even though the signature thereto is denied by the testimony of the party charged with writing it.

3. Where with the tacit consent of his adversary a party litigant had assumed the burden of proof until the case was ready for presentation to the jury, the refusal of the district court at that stage of the proceedings to permit the hitherto consenting party to open and close is fully approved.

Maxwell against Burr. Error from Lancaster county. Reversed. Opinion by Commissioner Ryan.

Upon the faith thereof goods were furnished to the party in whose favor there was executed by defendant to plaintiffs this written guarantee: "In consideration that S. A. Maxwell & Co. furnish to Stoughton merchandise to the amount of $762.32 on credit, I, for value received, hereby guarantee due payment thereof." In a suit to recover the purchase price of such goods, less in amount than above named, evidenced by notes of Stoughton; held, that it was not competent to vary the terms of said written guaranty by evidence that the credit contemplated thereby had been in advance by agreement, between plaintiff and defendant, limited to a certain fixed period of duration.

Houston against City of Omaha. Error from Douglas county. Affirmed. Opinion by Commissioner Ragan.

An assignment of error: "Irregularity in the proceedings of the court and the jury by which plaintiff was prevented from having a fair trial," specifically states no act done or omitted by either court or jury which this court can review.

2. To enable this court to review an assignment of error: "Misconduct of the jury" the action of the jury, which, it is claimed, amounted to misconduct, must be specifically stated in the petition in error and the facts showing such misconduct sustained by affidavits filed in and brought to the attention of the district court on the hearing of the motion for a new trial.

3. An assignment: "Errors of law occurring at the trial" is sufficient in a motion for a new trial to enable the district court to pass upon the question as to whether it errs in the admission or rejection of evidence; but such an assignment in a petition in error presents nothing that can be reviewed by the supreme court.

4. The evidence examind and held to support the verdict of the jury.

Flannigan against Cleveland. Error from Douglas county. Affirmed. Opinion by Commissioner Ragan.

The signers of an undertaking in appeal are estopped in a suit upon such undertaking from making the defense that no appeal was in fact perfected. Gudtner against Kilpatrick, 14 Neb., 347; Adams against Thompson, 18 Neb., 541; Dunterman against Storey, 40 Neb., 447, reaffirmed.

2. An undertaking in appeal provided that the defendant in the judgment "would prosecute his appeal to effect and without unnecessary delay" and that if the judgment should be adjudged against him on appeal the signers of the undertaking would satisfy such judgment and costs. No transcript of the proceedings had in the court where the judgment was rendered was ever filed in appellate court, and no appeal ever perfected. In a suit by the judgment creditor against the signers of said undertaking; held:

(1.) That the signers of the undertaking promised in effect to make good to the judgment creditor his judgment if it should remain unreversed.

(2.) The failure to perfect the appeal operated as an affirmance of the judgment rendered.

(3.) That the promise of the signers of the undertaking had been broken.

(4.) That the measure of damages of the judgment creditor was the amount due upon the judgment.

3. The provisions of section 511 of the Code of Civil Procedure are not applicable to a judgment rendered against the signers of an undertaking on appeal.

4. The liability of the signers of an appeal undertaking as between them and the judgment creditor is that of principal creditors.

5. In a suit against the signers of an appeal undertaking the fact that the judgment debtor has property out of which the judgment creditor could satisfy his judgment is not a defense in a suit at law.

6. The issuing of an execution and its return unsatisfied is not a condition precedent to the right of a judgment creditor to maintain an action against the signer of an appeal undertaking executed to enable the judgment debtor to appeal.

Richardson against Doty. Appeal from Lancaster county. Affirmed. Opinion by Commissioner Irvine.

The evidence held sufficient to sustain the findings of the trial court.

2. The provisions of the code of civil procedure in regard to set-off are not exclusive; the insolvency of a party against whom the set-off is claimed is a sufficient ground for a court of chancery to allow it in cases not provided for by statute. Thrall against Omaha Hotel company, 5 Neb., 295, followed.

Snyder against Critchfield. Error from Richardson county. Reversed and remanded. Opinion by Commissioner Irvine.

A judgment of a court of a sister state, authenticated as prescribed by act of congress, is conclusive here upon the subject matter of the suit. An action therefore can only be defeated on the ground that the court had no jurisdiction of the case, that there was fraud in procuring the judgment or by defenses based on matters arising after judgment was rendered.

2. A judgment entered in pursuance of a warrant of attorney, in a state in which such judgments are authorized, has the same force when sued on here as a judgment on adversary proceedings.

3. In an action on such judgment, payment of the debt before judgment, that the foreign action was barred by the statute of limitations, or any other defense which applied to the original cause of action, cannot be availed of. The judgment itself is conclusive against such defenses.

4. Whether a warrant of attorney is sufficient under the laws of another state to authorize the appearance entered thereunder is a question to be determined from the evidence as to the laws of that state.

5. Evidence in this case examined and held to establish that the assignee of a note containing a warrant of attorney may in Pennsylvania avail himself of such warrant.

Barmby against Wolfe. Error from Gage county. Reversed and remanded. Opinion by Commissioner Irvine.

An assignment of error that the verdict is against the weight of the evidence is not good. The assignment must be that the verdict is not sustained by sufficient evidence.

2. Where a note is valid as between the original parties a pledgee may recover the whole amount thereof, retaining any surplus as trustee for the party beneficially entitled; but where the note is invalid as between the original parties a bona fide pledgee may recover only the amount of his advances, provided there be no other party in interest.

3. It is not erroneous to instruct the jury that while the defendants are competent witnesses, yet the jury have a right to take into consideration their interest in the result and all the circumstances surrounding them and give to their testimony only such weight as in the judgment of the jury it is entitled to.

4. Suit was brought on a note purporting to be signed by A and wife. Evidence examined and held sufficient to sustain the verdict against A, but insufficient to sustain the verdict against the wife.

Berry against Wilcox. Appeal from Lancaster county. Affirmed. Opinion by Commissioner Irvine.

The fact that one is a student in a university does not entitle him to vote where the university is situated, nor does it of itself prevent his voting there. He may vote at the seat of the university if he has his residence there and is otherwise qualified.

2. One's residence is where he has his established home, the place where he is habitually present and to which, when he departs, he intends to return. The fact that he may at a future time intend to remove will not necessarily defeat his residence before he actually does remove. It is not necessary that he should have the intention of always remaining, but there must be no intention of presently removing.

3. Persons otherwise qualified as voters who come to the seat of a university mainly for the purpose of obtaining an education, who are not dependent upon their parents for support, who have not the intention of returning to their parental home upon the completion of their studies, who are accustomed to leave the seat of the university during vacation, going wherever they might find employment, and returning to the university when the term opens, regarding the seat of the university as their home and having no purpose formed as to their movements after completing their studies, are entitled to vote at the seat of the university.

Chicago, Burlington & Quincy Railroad company against Bell. Error from Lancaster county. Reversed and remanded. Opinion by Commissioner Ragan.

The scheme of the Burlington Relief department, organized and conducted by the Chicago, Burlington & Quincy Railroad company and its employes, examined and set out in the opinion and held: (1) As said railroad company is a corporation and no part of its charter is set out in the pleadings or evidence in the record, the court is unable to determine whether the act of the railroad company in participating in the organization and conduct of the relief department is within or without the express and implied powers conferred by its charter. (2) In the absence of all evidence on the subject the court cannot presume such act of the railroad company is ultra vires.

2. The contract signed by an employe of said railroad company on becoming a member of said relief department to the effect that if he should be injured and receive moneys from the relief fund of said relief department on account thereof, that the acceptance of such relief funds should operate as a release of such employe's claim against said railroad company for damages because of such injury, construed and held:

(1) That such contract of an employe did not lack consideration to support it.

(2) That the promise made by the employe to the relief department for the benefit of the railroad company was available to the latter as a cause of action or defense.

(3) That such contract was not contrary to public policy.

(4) That the effect of such contract was not to enable the railroad company to exonerate itself by contract from liability for the negligence of itself or servants.

(5) That the employe did not wave his right of action against the railroad company in case he should be injured by its negligence by the execution of the contract.

(6) That it is not the execution of the contract that estops the injured employe, but his acceptance of moneys from the relief department on account of his injury after his cause of action against the railroad on account thereof arises.

3. An employe of said railroad company and a member of said relief department was injured through the negligence of the railroad company. After his injury there was paid to him from the funds of the relief department $60 on account of such injury. The employe accepted this money and then sued the railroad company for damages for negligently injuring him. There was no showing that such employe was induced to become a member of said relief department, or execute said contract or release, or accept the money paid to him by said relief department, through fraud or mistake; held: That the employe could not recover.

McCauley against Ohenstein et al. Appeal from Lancaster county. Reversed and action dismissed. Opinion by Chief Justice Norval.

In an action to quiet title, when the plaintiff's title is put in issue by the answer, he is required to establish upon the trial that he is the owner of the legal or equitable title to the property, or has some interest therein superior to the rights of the defendant in order to entitle him to the relief demanded.

2. Inasmuch as the legislature has failed to provide for an official seal for county treasurers, no tax deed executed under the revenue law of 1879 is of any validity. Lawson against Dickey, 39 Nebraska, 463, adhered to.

Scott against Spencer. Error from Buffalo county. Motion for rehearing denied. Opinion by Chief Justice Post.

This court may, under the provisions of section 144 of the code, allow amendments in order to conform the pleadings of the facts provided in the trial court, provided such amendments do not change substantially the cause of action or defense.

2. But amendments will not be allowed after judgment which change substantially the nature of the action or defense.

3. The only means provided for the ascertainment by this court of the character of the evidence introduced before the district court is a bill of exceptions authenticated in the manner prescribed by law.

Lorenzen against Kansas City Investment company. Error from Douglas county. Affirmed. Opinion by Commissioner Ryan.

In an action in the nature of an action of deceit it is necessary not only to show the making of false representations justifiably relied upon, but in addition it must be made directly and not by conjecture to appear that, from such false representations and reliance in them, there resulted a direct and actual loss to plaintiff.

2. The evidence and petition in this case reviewed and held to have justified an instruction to find for the defendant.

The Modern Invalid

Has tastes medicinally, in keeping with other luxuries. A remedy must be pleasantly acceptable in form, purely wholesome in composition, truly beneficial in effect and entirely free from every objectionable quality. If really ill he consults a physician; if constipated he uses the gentle family laxative, Syrup of Figs.

When Baby was sick, we gave her Castoria.
When she was a Child, she cried for Castoria.
When she became Miss, she clung to Castoria.
When she had Children, she gave them Castoria.