Recent Disaster in Havana Harbor is Disturbing Factor.

STOCK MARKET RESPONDS WITH A DECLINE

Later Opinions that the Explosion Was Due to an Accident Give Some Strength, but Traders Are in a Waiting Mood.

NEW YORK, Feb. 20 .- Henry Clews, head of the banking house of Henry Clews & Co., writes of the situation in Wall street: Co., writes of the situation in Wall street:
Taking the last week as a whole, it has been sufficiently influenced by experimental selling operations to hold in check the improving tendency due to opposite factors. There is still a limited class who thinks the present range of prices admits of a further decline, but it makes only transient successes in its attempts to force it. Apart from the general buillish feeling of outside operators, the foreign market is showing om the general bullish feeling or outside overators, the foreign market is showing ecidedly more disposition to buy since the aprovement in the China situation, which a factor now dally felt on the market. The chief element of disturbance has been as Maine disaster. The suddenness and The chief element of disturbance has been the Maine disaster. The suddenness and gravity of the occurrence produced a very severe shock in Wall street, and all the more so from its appailing mystery. The existing delicate position of our relations with Spain and the public feeling excited by the De Lome incident and the uncertainty whether the Spanish government might make a due amende in that case, furnished material enough for suspecting that some hot-headed Spanish or Cuban partisans might be either seeking revenge or hoping to precipitate war, suspicions which strongly appealed to the patriotic sentiment of all classes. This was a strong test of the stock market, under which prices declined at first about one point. Succeeding this first impulse came a series of reports and official opinions which prependerated largely in favor of the probability that the sad disaster was due to some unexplained accident, rather than any wicked design; and since Wednesday the public temper has settled into a willingness to hold judgment in suspense until divers have examined the vessel and the nature and cause of its destruction have been passed upon by an official investigation. There is, however, still a reservation on necount of the possibility that the official inspection may suggest or reveal maileious causes of the disaster, and this unsolved doubt is likely to hang over the market until it is disposed of by an official report.

Apart from this event Wall street again

lal report. Apart from this event Wall street again begins to show some uncasiness on the Cu-oan question. Another dry, or military, scathe spanish forces have accomplished but inadequate results as yet toward the subju-gation of the insurgents, and thus another year has passed without the accomplish-ment of the extinction of the rebellion. Meanwhile our government continues sub-Meanwhile our government continues subject to a heavy expense in the maintenance of its neutral obligations and our people suffer from a heavy loss of trade with the island, while the sufferings of the Cubans continue to appeal to our humane sympatiales. The administration is reticent as to its future action and congress shows less real and urgency, but it is suspected that the latter is due to an understanding between the administration and the republican jingoes which is satisfactory to the latter. The uncertainties as to the outcome about Cuba may suffice to produce a more or less unsettled feeling in Wall street until further light is thrown on the prospect and or less unsettled feeling in Wall street until further light is thrown on the prospect and until after the Maine investigation and the complete settlement of the De Lome Incident and the reciprocity negotiations.

Instead of the disaster to the war ship Maine bringing on a war between this country and Spain it is more likely to have a contrary effect, as it will be the means of causing reflection on the part of our jingo members of congress and making them more rational. It will serve to show them what war means in the destruction of life and property. This shocking disaster wipes out \$5,500,000 of property and sends to eternity 273 human beings in an instant. If it should be found that the cause of this disaster was a torpedo it goes to show, in the should be found that the cause of this dis-aster was a torpedo it goes to show, in the event of actual war with Spain, what thou-sands of infuriated men could accomplish as measured by the act of one man who fired the torpedo at the Maine. We can no more contrast former conflicts on land or sea with conflicts hereafter, in their an-nihilation of life and property, than we can compare night and day. Is it desirable, then, for this country to be plunged into a war with Spain, even though we should get the best of it in the end? It is true we could levy an indemnity, but what would that be worth against a bankrupt nation could levy an indemnity, but what would that be worth against a bankrupt nation Articles. | Open. | High. | Low. | Close. | Yesty

that be worth against a bankrupt nation and victory over a power so much weaker would give us no prestige?

The attention of Wall street has been attracted to the probability of another important consolidation of railroad interests. Apparently on good authority it is given out that the Chicago, Burlington & Quincy and the Missouri, Kansas & Texas have exchanged views relative to a consolidation of the two systems. It is understood that the Missouri, Kansas & Texas would require a guarantee of 4 per cent upon its preferred stock, to which the Burlington probabily will not object; it may, however, hesitate about guaranteeing the Missouri, esitate about guaranteeing the Missouri Kansas & Texas 4 per cent gold bonds. Ransas & Texas 4 per cent gold bonds, as it has always disfavered contracts payable in that form. Should this negotiation be accomplished it will add 2,197 miles to the Chicago, Burlington & Quincy system, mak-ing its total of track 9,377 miles. This is mother step in the direction of economy in railroad finance.

The Bureau of Statistics furnishes another

The Bureau of Statistics furnishes another evidence of the extraordinary expansion of our export trade. For the month of January the exports of merchandise (including silver) amounted to \$112,800,000, which is \$14,700,000 in excess of the figures for the same month of last year. The imports were valued at \$53,300,000, which falls \$800,000 below January, 1897. The month's exports show an excess of \$59,500,000 over the imports. From this, however, must be deducted \$3,000,000 for our net imports of gold during the month; also a liberal allowance must be made for the interest and other minor accounts during the month, which would leave a net balance to our credit of probably \$20,000,000, to be added to the already extraordinary floating indebtedness of other countries to the United States. This is an additional reason for anticipating protracted ease in the local money market.

Apart from the Maine disaster and the Cuban situation, all factors continue favorable to the price of stocks, and we look for an active spring market; temporarily, however, I advise caution.

CONDITION OF NEW YORK BANKS.

Loan and Cash Showings for the Week Are Remarkable. NEW YORK, Feb. 20.—The Financier ays: The statement of the associated banks for the week ending February 19 is remarkable for its loan and cash showings. Ordinarily an increase of \$7,078,800 in loans is accompanied by a proportionate expansion in the deposits, but in the current statement deposits are almost stationary, showing a decrease of \$13,600. On the other hand, there was a loss of \$5,779,400 in cash, the gain of \$1,806,100 in specie having been offset by a decrease of \$8,35,500 in legal tenders. Where this money went is somewhat problematical, but the statement analyzed as to individual changes shows one large bank to have lost nearly \$5,000,000 in cash. Its loans remain at nearly the same figure previously reported, and its deposits have fallen off \$5,000,000. Three of the other large banks seem to have lost \$3,000,000 in cash, thus accounting for the total change of the week. The only inference is that the cash loaned, or an amount as large, has gone out of bank, since it does not show in the deposits, and the increase in loans and the decrease in cash almost exactly offset each other. As the reserve requirements for the week were not affected by heavy deposit changes the loss in cash reduces the surplus reserve by almost the same amount days may be almost the same amount of the is accompanied by a proportionate expanreserve requirements for the week were not affected by heavy deposit changes the loss in cash reduces the surplus reserve by almost the same amount drawn out of the banks. The excess money in bank is now down to \$25,688,450, an amount about almost one-half as large as reported for the same week last year. Since January 29, this year, the loss in reserve has been \$10,000,000, while deposits have increased \$16,000,000 and loans \$23,000,000. In other words, loans are expanding faster than deposits and cash is decreasing as a result. Although the latter has been the case for only one week, it is significant as showing that the flow of money to this center has been checked to meet growing demands at interior points. New York exchange at nearly all domestic centers is at a discount and the actual \$1\text{ipments} of currency to the banks in a number of cities widely separated is a healthful indication of better trade conditions. If it continues, and the outlook is that it will, a firmer money market will be only a natural result.

Manchester Textile Fabrics.

MANCHESTER, Feb. 20.—The market last week was very firm, with a good demand in all departments, except for the strictly home trade, prices retaining the gains, made before the cotton reaction. There was a fair business done and more was referred back for better limits. There was a more extended delivery for India, though the trade was bampered somewhat

by the severity of the Bombay plague, and also by the knowledge that shipments for Bombay this month may reach 50,000,000 yards. Business in India, China and Japan is good, and the minor European and South American markets have been good buyers. The home trade alone drags, the engineers strike having crippied the retail business and leaving large unsold stocks. Advice from Germany reports a continued good demand for yarns, but a resistance to any advance. Cloth margins are more than slender. The French market is quiet and shows no change whatever.

Prices on Saturday. CHICAGO, Feb. 19.—Wheat today reached the flood mark of the recent December squeeze, selling up to \$1.09, and closing at \$1.06, an advance of 24c. July showed even more sensational strength, and closed at 921/2c, or 31/2c over yesterday's price, after

squeeze, selling up to \$1.09, and closing at \$1.06, an advance of 2½c. July showed even more sensational strength, and closed at \$2½c, or \$3½c over yesterday's price, after selling as high as \$23%c. The market was stirred at first by Leiter's statement that he had sold to consumers the 4,00,000 bu, of wheat he was sending abroad, and attempts to cover weekly calls later caused the wildest half hour that has been seen on 'change for many months. Brokers for Leiter helped to make things lively by bidding for July. All the markets were affected by the extraordinary buildishness of wheat. Corn advanced ½@%c, and oats \$40. Provisions, in spite of heavy realizing, advanced 2½c/fig.

The most important information wheat traders had to start with was the statement made by Joseph Leiter that he had engaged occan freight room for 4,00,000 bu, of his wheat, all of which had been sold to millers and consumers. Liverpool cables also showed some strength. The result was a very strong opening, May starting unchanged to ½c higher at from \$1.03½ to \$1.04, and advanced at once to \$1.05. There was a remarkable scarcity of offerings, and it took but very little buying to advance the price. July was fully as active and strong as May, opening \$6.00 bu, of Leiter's wheat at Duluth was to be shipped, all rall, to the seaboard, stiffened the backbone of the market, and prices soon got back to the previous high point and then passed it. For half an hour the market was practically bare of offerings, and in their anxiety to get wheat began raising their bids ½c at a time. That brought shorts into the pit in a hurry. About the same time brokers for Leiter appeared with a number of buying orders, especially for July. The market advanced so fast that changes in price could hardly be kept track of. All kinds of shorts were compelled to stop losses, and for nearly a half hour the market was in a state of excitement seldom seen. In the meantime May had advanced to \$1.00 and a great extent. Nevertheless the market was extremely nervous to the cl

The market for oats was fairly active. The strength of wheat and corn was the affluence. Shorts were active bidders, and he scarcity of offerings resulted in a sharp dwance in prices. There was also good buying from New York. Cash demand was soor. May ranged from 27%c to 25%c, and closed at 27%c.

buying from New York. Cash demand was poor. May ranged from 27%c to 25%c, and closed at 27%c.

Realizing in provisions was pronounced all day, but the demand was good, especially from shorts afraid of the influence of the advance in grain, and prices advanced somewhat. Packers let go of considerable quantities at the top. Prices were at no time below yesterday's final figures. At the close May pork was 7%c higher at \$1.02%; May land, 2½c higher at \$5.27%, and May ribs 2½c higher at \$5.27%. Estimated receipts Monday: Wheat, 50 cars; corn, 550 cars; oats, 325 cars; hogs, 25.000 head.

Leading futures ranged as follows:

Leading futures ranged as follows:

m thirty da seed	4				1
May	1034-4	1 09	1 03%	1 06	1 03%
July	884-89	9434	88%	9236	
'Corn-	30140034	3136	3014@14	9117	MATTER
May	31%	3256	3130	3114	315065
Sept	3274	33%	3236	33%	
Oats-	0.01	nes.	0.01	20.000	10000
July	24149614	2734	2614	2714	269 243
Fork-			1000000000		
May	10 0716	11 05	10 95	11 02%	10 95
July	10 05	11 05	10 55	11 02%	10 95
May	5 20	5 2214	5 20	5 22%	5 20
July	6 2714	5 30	5 27%	5 30	5 275
May	5 25	5 30	5 25	5 2714	5.25
July	5 30	5 35	5 30	5 27%	5 323

1.181/2 SUGARS-Cut losf, \$6.01; granulated, \$5.51. Articles.

On the Produce exchange today the butter maket was steady; creameries, 13@19c; dairies, \$ffc. Cheese, steady at \$6@8½c. Eggs, easy a 13½c. Dressed poultry, steady; turkeys, \$½@11cchlckens, 7@8c; ducks, 7@8c.

New York, Lake Erie & Western shares and Louisville & Nashville common, which have fallen 34 points each; Atchison, Topeka & Sant. Fe, Norfolk & Western preferred, Northern Pacific preferred and Union Pacific, which have fallen 24 points each; Lake Shore & Michigan Southern, 2½ points; Illinois Ceneral, 2½ points; Atchison, Topeka & Santa Fe adjustment, 2 points, and Wabash income shares, which have fallen 2 points, Canadian Pacific shares have fallen 4½ points and there has been a fall in Grand Trunks, ranging from ½ to 3½ points. South American rallway shares have generally declined. The mining market is upset on President Kruger's dismissal of Chief Justice Kotze of the supreme count of the Transvaal. Anglo-Americans preferred have fallen 3½ points on further realizations, owing to the rumors of threatened German complications.

Hogs Continue in Good Demand with Higher Prices. ket in consequence was practically a nomina one. Yesterday's prices prevailed for the few cattle offered for sale.

There was a good demand for hogs from both Chicago packers and eastern shippers and prices ruled stronger and on any average about 2½c higher than yesterday. Sales were largely at 43.00g4.17½, the extreme range of prices for common to prime nogs being \$3.00g4.17½. Heavy nots sold at the usual good premium and light hogs had to go at a decided discount.

Prices for sheep and lambs ruled steady at yesterday's quotations, sheep being salable at \$3.00g4.00, with fed westerns steady at \$3.754.50. Lambs sold at \$4.00g5.50, chiefly at \$5.00g5.50, and prime flocks were worth \$5.60.

Receipts: Cattle, 300 head; hogs, 18,00) head; sheep, 5,000 head.

OMAHA LIVE STOCK MARKET

Week Winds Up with a Very Limited

Supply of Stock.

PRICES ON BEEF STEERS ABOUT STEADY Choice Sell High and Common Stuf

Pretty Well Down-Hogs Gain a Nickel, Making Up a Week's Loss, SOUTH OMAHA, Feb. 19.—Receipts

Stock cattle.

BEEF STEERS—The few cattle that were offered met with an active demand and a ready sale at fully steady prices—that is, steady at the week's decline. One bunch of choice 1,442-pound beeves brought \$4.75, but \$3.95 to \$4.30 bought the rest of the cattle that were good enough for the dressed beef men.

men.
BUTCHERS' STOCK—There were less
than half a dozen loads of cows and helfer
on the market today, but the small supply
falled to stimulate the demand any and the trade was featureless, with prices very generally in Friday's notches. Veal calves were very scarce and brought firm figures. Bulls, stars, etc., were in a little better request than they were the fore part of the week and prices were generally well sustaind.

taind.
STOCKERS AND FEEDERS-Saturday's
feeder trade seldom amounts to much and feeder trade seldom amounts to much and today furnished no exception to the rule There were only a few odd bunches offered recent quotations.

THE WEEK'S TRADE—The general cattle market has been a mean one this week and umost all grades have suffered. The good finished beeves, of which very few have been offered, have not gone a great deal which shipping and export buyers would compete are about 10c to 15c lower than last week, with the ordinary run of stuff 15c to 35c lower. The latter quotation about ex-presses the decline on butchers' stock and canners. In stockers and feeders there has been a fair volume of bustness, but a 10c to presses the decime on and feeders there has anners. In stockers and feeders there has been a fair volume of business, but a loc to 20c decline in prices. Good light steers, calves and yearlings have been the best sellers but trade has been very sluggish on rough, heavy and off-grade stock.

HOGS—The supply today was just about the same as on last Saturday. The quality was very good, a better preportion of the offerings being

yesterday for all grades.

Choice butcher and light loads sold up to \$3.57%.

And common packers and very heavy loads sold at \$2.57%. Weight was a minor consideration with buyers, however, and the fair to good logs without much regard to weight, sold mostly at \$2.9092.95, with \$3.90 the leading figure.

Business was brisk right from the start, and the close was active and strong at the advance, an early clearance being made. The hogs sold mostly at \$2.90 to \$3.90 today, against \$3.85 to \$3.90 yesterday and \$3.50 to \$3.85 on last Saturday. lay.

SHEEP-Today's supply was comparatively small-seven double decks. There was a good demand from all quarters and the offerings quickly changed hands at steady to a shade stronger prices.

SUPREME COURT PROCEEDINGS

LINCOLN, Feb. 15,-Court met pursuant Hoyt against Kountze, Barr against Post, Thompson against West, Leave to plaintiffs in error to refile briefs. Harvey against American National Bank, motion for security for costs overruied. Vernon against Union Life Insurance Company, Syming against Keller, Girvan against Gordon and Krum against Chamberlain, dismissed unless plaintiff serves and files briefs in twenty days. Warder Bushnell Company against Stanser, dismissed unless appellant serves and files briefs in thirty days. Reese against Dutcher, order of revivor. Hall against Dutcher, order of revivor. Hall against State ex rel, Renard, advanced. Watson against Robertson, Davey against Chicago, St. Paul, Minneapolis & Omaha Railroad company, Omaha Loan and Trust Company against Green, Colby against Wehn, of-

February 16.-Phoenix Insurance Com February 16.—Phoenix Insurance Company against King, motion to strike briefs overruied. Sackett against Montgomery, Holt against Billingsley, motions to quash bills of exceptions overruied. Reed against Filed, dismissed as to Olivia S. Filed, unless briefs are served and filed in twenty days. Zeller against McCord-Brady Co., Laird against Woman's Medical College, affirmed. Cerveney against Taurston, dismissed unless plaintiff serves and files briefs in twenty days. Trompen against Hammond, motion to advance overruled. Ditson against Kitchen (three cases), Moores against State ex rel. Shoop, motions to dismiss overruied. Kitchen (three cases), Moores against State ex rel. Shoop, motions to dismiss overruled. Smith against Andrews, motion to quash bill of exceptions sustained. Hamann against Kempkes (two cases), leave to amend one petition and file two bills of exceptions. State Insurance Company against Hale, motion to quash bill of exceptions overruled. Holt against Billingsley, motion Hale, motion to quash bill of exceptions overruled. Holt against Billingsley, motion to strike plaintiff's briefs sustained. Bruner against Moores and Sheiton Bank against Moores, dismissed. Davis against State, leave to file additional transcript.

February 17.—Sarpy County State Bank against Hinkle and Palmer against Carpenter, motions for rehearing overruled, Nebraska Loan and Trust Company against Laughrey (two cases), Gilebrist Lumber Company against Sadler, National Life Insurance Company against Hayden, Browning against Lauerman, dismissed.

Court adjourned till March 1, when the following cases will be called: Chicago, Rock Island & Pacific Railroad Company against Felkner, Van Pelt against Gordner, Moim against Chirhart, Lepin against Coon, Herzka against Blake, Modern Woodmen Accident Association against Shryock, Union Pacific Railway Company against Ellott, Johnson against Home Fire Insurance Company, Barnes against George, Heye against Heye, German National Bank against First National Bank, Hampton Lumber Company against Van Ness, Brown against Harlan, Gratton against Ogden, Hayes against Slob-dny, Mayer against Nelson, Union Trust Company against Alen, Moore against Brothers' Manufacturing Company against Snyder, Funke against Allen, Dern against Snyder, Funke against Allen, Dern against Snyder, Funke against

Reed, Beckstaff Brothers' Manufacturing Company against Snyder, Funke against Allest, Dern against Kellogg, Henley against Sinnott, Omaha Fire Insurance Company against Peyson, Omaha Fire Insurance Company against Peyson, Omaha Fire Insurance Company against Hildebrand, Chicago, Burlington & Quincy Railroad Company against Schalkopf, Nebraska Loan and Trust Company against Ignowski, Leavitt against Bell, Stough against Ignowski, Leavitt against Bell, Stough against Ponca Mill Company, Linton against Cooper (two cases), Werner against Her, Stenger Benevolent Association against Stenger, Leeder against State, Davis against State, Bankers' Life Insurance Company against Robbins, Browning against State, Merriam against Miles, Hall against State ex rel. Renard.

The following are the syllabi of opinions handed down:

handed down:

Bergeron against State. Error from Adams county. Reversed. Norval, J.

An instruction purporting to cover the whole case is erroneous, which falls to include all the elements necessarily involved in the issues and within the evidence.

2. By section 48 of the Criminal Code, breaking and entering in the night season are essential elements of the crime of burgisry.

glary.

3. Where an information for burglary charges to at the breaking and entering were effected with the intent to steal, it is necessary to prove that the property possessed some value and was within the building.

4. A faultiess instruction will not cure a some value and was within the building.

4. A faultless instruction will not cure a
misstatement of the law in another paragraph of the court's charge to the jury.

Nelson against State. Error from Burt
county. Reversed. Ryan C.

In a prosecution for having in his possession certain intoxicating liquors, among
which it was charged that there was beer,
the defendant introduced evidence tending
to show that there was no beer and that
the liquid described in the information as
beer was a tonic, not intoxicating in its
mature. The state offered in evidence a
search warrant issued in an independent
proceeding in which it was recited that an

Information under oath had been filed by a credible resident freeholder, whose name was given, that such freeholder, whose name was given, that such freeholder had reason to believe and did believe that the accused had in his possession beer among other intoxicating liquors kept for the purpose of sale, and which were being sold in violation of chapter I. Compiled Statutes of Nebraska. On this wafrant there was a statement in the return that the officer executing the same had, upon search, found on the premises of the accused sixty-seven bottles of beer. This warrant and return the court admitted in revidence. Held, that as the recitation of the warrant and return were with reference to the essence of the crime for the commission of which the accused was being tried the admission of the warrant and return as independent evidence was prejudiciously effoncous.

Standiford against Green & Co. Error from Antelope county. Reversed. Irvine C.

It is the duty of the jury to find a verdict according to the law as given in the instructions of the court. When they clearly violate this duty the court should set aside the verdict. Aultman against Reams. 9 Neb. 487.

Milwaukee Mechanles Fire Insurance Co. against Fuller. Error from Douglas county. Affirmed. Ragan C.

The facts in this case and the law applicable thereto are the same as those in Phoenix Insurance Company against Fuller, 73 N. W., and on the authority of that case the judgment of the district court is affirmed.

Smith against Meyers. Error from Richardson county. Affirmed. Irvine, C.

February 8... 2,749 6,97 5,400 ...
February 8... 2,855 6,544 2,971 ...
February 7... 1,769 2,809 6,880 25
February 5... 791 5,622 2,532 ...
February 5... 791 5,622 2,532 ...
February 3... 1,999 4,249 5,955 1
February 3... 1,999 4,249 5,955 1
February 2... 3182 5,112 4,330 85
February 1... 2,375 7,359 3,937 84
As usual on Saturday, the supply of stock was comparatively small, a total of only seventy-six cars. This week's receipts compare with a week ago and one year ago as follows:

Cattle. Hogs. Sheep.
Receipts this week... 12,467 37,131 29,734
Receipts last week... 12,169 29,450 20,012
Corresponding week 1897. 10,230 32,388 14,502
CATTLE—There were only a dozen fresh loads of cattle received today and three of these were Indian supply stuff enroute to a northern agency, leaving but nine loads on sale, and one-half of these were cows and stock cattle.

BEEF STEERS—The few cattle that were offered met with an active demand and a ready sale at fully steady prices—that is, steady at the week's decline. One bunch of choice 1,442-pound beeves brought 34.75, but 35.55 to 34.30 bought the rest of the cattle that were good enough for the district court is affirmed.

Smith against Meyers, Error from Richardson county. Affirmed. Irvine, C.

When a motion to strike matter from a pleading county affirmed.

Smith against Meyers, Error from Richardson county. Affirmed. Irvine, C.

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Smith against Meyers, 2...

When a motion to strike matter from a pleading county affirmed.

Smith against Meyers, 2...

When a motion to strike matter who a strike out as immaterial, cannot be strike out as immaterial, cannot be heard to complain that the court erred in refused to climinate from the pleadings on motion of the other party cannot be heard to object to evidence relating to that issue 6. Smith against Meyers, 71, N. W. Rep.

6. Smith against Meyers, 71, N. W. Rep., 1,006, reaffirmed.
Godwin against Cunningham. Appeal from Buffalo county. Reversed. Irvine, C.
The lien of a mortgage taken while building is in process of erection on the land mortgaged, is subject to mechanic's liens for work commenced, or material, the furnishing of which was begun before the mortgage was recorded.

2. The transfer of a note secured by mortgage carries with it the mortgage, and operates as a transfer thereof, without the necessity of any formal or written assign-

ecessity of any formal or written assign ment.
3. A sult was brought to foreclose a senior lien. The original holder of a junior mortgage was made a party, but the mortgage had been assigned and the assignee was not a party, the assignment was not of record; held, that the decree in that suit did not bar the assignee's rights.
4. When a statute confers a right of action not existing at common law, and limits the duration of that right, such limitation relates not only to the remedy, but ex-

relates not only to the remedy, but ex-tinguishes the right itself. 5. The provision in the mechanic's lien law, whereby the lien is limited to two years after the filing of the claim, is a limitation upon the existence of the lien, and not merely upon the remedy to enforce it. 6. A junior encumbrancer who was no a party to a suit to foreclose a mechanic's lien, will not, after the extinction of that lien by lapse of time, be required to re-deem from the purchaser at the void gaie, a; a condition of enforcing his own encum-

brance.
Chandler against Pyott. Appeal from York county. Reversed. Ryan, C.
A party who pays money to another to be applied on a note which such person has not in his possession, assumes the burden of showing the authority of such person to receive payment.
2. The mere facts that a mortgagor had sent coupons as they matured to a certain

2. The mere facts that a mortgagor had sent coupons, as they matured, to a certain person to whom the amounts thereby evidenced as due had been puld and, that the person so receiving such payments had delivered or even advanced the amount of such coupons to one to whom before maturity had been transferred the principal negotiable promissory note secured by mortgage; held, not sufficient to satisfy the above requirement as to a payment to such bove requirement as to a payment to such erson of principal and interest made be-ore the same became due.

Myers against Farmers' State bank.

Gror from Dixon county. Affirmed.

A petition on a promissory note alleged that the owner and holder of the note ensed and delivered it to the plaintiff held, equivalent to an express averment that the owner thereby transferred the title to the endorsee.

2. Where the maker of a note secures its

2. Where the maker of a note secures its payment by chattel mortgage and the payee of the note endorses and delivers it to a third party his failure to seize the mortgaged property for the purpose of satisfying the note even though requested so to do by the sureties of the maker will not of itself discharge them. Huff against Slife, 25 Neb., 448; Elekhoff against Elkenbary, 72 N. W., 308, followed.

Amoskeag Savings Bank against Robbins, Appeal from Buffalo county, Affirmed, Sullivan, J.

It is not a good objection to the con-

a decree of foreclosure that the notice of sale did not accurately state the sum for the satisfaction of which the land would be sold.

2. The finding of the district court upon conflicting evidence that an appraisement was not fraudulent, will, ordinarily, be sustained.

3. When there is no error in the appraise.

3. When there is no error in the appraise 3. When there is no error in the appraisement of land sold under a decree of fore-closure the owner cannot complain because the county clerk's certificate, furnished to the sheriff, as required by section 491 of the civil code, includes the mortgages which are the basis of the decree.
4. A foreclosure sale should be confirmed. 4. A foreclosure sale should be confirmed, notwithstanding the order of sale, issued by the clerk of the district court to the sheriff or other officer directing him to execute the decree, be returned more than sixty days from its date.

Stewart against Demming. Error from Gage county. Reversed. Irvine, C.

A party's own pleading in a case is not substantive evidence in his own favor of the facts therein alleged.

2. An instruction set out in the opinion held prejudiciously erroneous for ambiguity. Phenix Insurance Company against Slobodisky. Error from Douglas county. Af

bodisky. Error from Douglas county. Affirmed. Ryan. C.
Where an insurance company in its answer denies that it entered into a contract for the issuance of a policy of insurance on plaintiff's property in the usual, or in any other form, such company cannot be permitted to offer in evidence a blank policy of the usual form for the purpose of showing the existence of certain conditions, restrictions, and warranties, with a view to showing such breaches thereof, as, by the terms of the policy operated to render it void.

Phenix Insurance Company against Fuller, Error from Douglas county. Affirmed. Error from Douglas county. Affirmed

policy operated to render it void.

Phenix Insurance Company against Fuller, Error from Dougias county. Affirmed. Ragan, C.

Where no inquiries are made of an insured as to the character or condition of his title; where he makes no false representation as to the character and condition of his title, relying upon which the insurer is induced to and does insure the property; where the insured has an insurable interest in the property the insurer accepts, and retains the premium and a loss occurs, then the insurer cannot escape liability for such loss because of the fact that the insured at the date of the policy was not invested with an absolute and unincumbered title to the insured property, even though the policy provides that it shall be of no validity unless the title of the insured be an unconditional unincumbered one; as in such case it will be conclusively presumed against the insurer that it intended to and flid insure the interest which the insured find in the property and waived the provision in the policy providing for its invalidity by reason of the imperfect title of the Anspred.

2. Where a case is triled to the court without a jury and a general finding made upon which judgment is rendered and in addition thereto the court flies a written opinion in the case, such opinion is not an essential part of the record of the case when it is brought here for review.

3. The judgment of the district court must stand or fall upon the statutory record of the case, that is, the pleadings, the finding made a part of the record.

4. In reviewing such case this court will conclusively presume that the trial court considered all the competent evidence before it and decided all the material and necessary issues presented, though from the language of the written opinion the contrary should be made to appear.

Holt County Bank against Holt County. Error from Holt county. Affirmed. Ragan, C.

The requirement of section 124 of the civil code is that a pleader shall state the

The requirement of section 124 of the civil code is that a pleader shall state the facts which constitute his cause of action or defense; and if the suit is upon a written obligation, then a copy thereof should be attached as an exhibit to the pleading.

2. But where a pleader copies into his pleading the entire written instrument upon which his action is based this satisfies the

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requirements of the code, as the purpose of the section is to give the opposite party notice of the instrument upon which the cause of action or deferse is based.

3. A petition does not fail to state a cause of action simply because the written obligation made the basis of the suit is copied into and made a part of the petition instead of being attached thereto as an exhibit.

4. Hopkins against Scott, 38 Neb., 661, holding the depository law of 1891—chapter 1, session laws 1861—not unconstitutional for any of the reasons therein alleged, re-3. Where a defendant, an attorney-at-law, as such, signed the petition praying judgment against himself, and verified such petition in which it was averred that he owed the plaintiff a certain sum, he cannot in the face of these facts, on appeal, be relieved in the supreme court.

Reynolds against State. Error from Hall county. Reversed. Norval, J.

Mere non-direction by the court below affords no vround for reversal where a proper.

affirmed.

5. Where the judgment is the only part of the record of a former suit offered in evidence it will be conclusively presumed that the court rendering the judgment had jurisdiction of the parties thereto.

Citizens' National Bank against Gregg.
Appeal from Howard county. Affirmed.
Norval, J.

Where costs have been illegally taxed, the appropriate remedy is by a motion to retax made to the court where the alleged misting to stolen goods (seession laws, 1875). It is a content of a fee bill where all the legal costs therein taxed have not been paid of the repeal of the old section sought to be amended.

2. A court of equity will not enjoin the collection of a fee bill where all the legal costs therein taxed have not been paid of the repeal of the old section sought to be amended.

3. The act of the legislature of 1875 amendatory of certain sections of the contains no provision for the repeal of the socious samended.

3. The act of the legislature of 1875 amendatory of certain sections a mended.

4. Tought et all against Horbach. Appeal from Gage county. Reversed, Ryan, C.

4. Owners of property have a right in disposing of it to place such valuation thereon as they see fil, and if with such property at an overvaluation they pay for capital stock issued to them by a corporation, the excess above the real value of the property cannot subsequently be treated by creditors of the corporation as never having been paid in the absence of fraud. misrepresentation, suppression of the truth and the volution of the collection of the truth and the corporation as never having been paid in the case of Troup against Horbach. As the judgment in the case just referred to has been reversed, we need not inquire into the merits of this appeal, and accordingly it is dismissed at costs of appellant. George against Cleveland. Error from Buffalo county, by a favorable vote on the publication of the village of Sheiton, in Buffalo county, by a favorable vote on the publication of the village of Sheiton, in the case of the village of affirmed.

5. Where the judgment is the only part of the record of a former suit offered in evidence it will be conclusively presumed that the court rendering the judgment had jurisdiction of the parties thereto.

Citizens' National Bank against Gregg. Appeal from Howard county. Affirmed. Norval, J.

Where costs have been illegally taxed, the appropriate remedy is by a motion to retax made to the court where the alleged mistake occurred.

course opens that we have a property and to not the second second a second a second as and asserted and asserted and asserted and asserted asserted

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of the Shelton Milling and Grain company, and the company built and operated the mill; held, that the voters of the village could demand the strict or literal performance of the contract, and the erection and operation of the mill by the co-partnership was not such a fulfillment of the compact, and did not entitle either the company or the two persons named in the proposition approved by the voters at the election to demand and receive the bonds.

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CORN-No. 2, 25546.50c, CORN-No. 2, 25546.50c, OATS-No. 2, 2554.7, f. o. b.
RYE-No. 2, 494c,
HAPLEST-No. 2, 33638c,
WMISKY-Distillers' finished goods, per gal, 11854.

9.000 26,000 395,000 231,000 6,000 18,000

London Money Market.

London, Feb. 20.—The weathercock of the money market is again pointing toward lower rates. Owing to the fall in the prices of gold and to the belief that the Austrian and Russian demand has ceased permanently, fresh arrivals will probably go to the Bank of England. Moreover, the market will soon get supplies from government disbursements. The Stock exchange has been disturbed by political conditions and prices have dropped all around, American securities being especially depressed. Even consols have gone % point lower and home rallways have suffered a general decline of from ½ point to 2 points, International securities show a falling off from ½ to % of a point in Europe and still bigger drops in South Americans. The fall in American rallway shares ranges from 1 point to 3% points, including Denver & Rio Grande preferred shares, which have fallen 3% points. New York, Lake Erie & Western shares and Loulsville & Nashville common, which have London Money Market.

CHICAGO LIVE STOCK MARKET

CHICAGO, Feb. 19.—There was the usual Sat irday scarcity of offerings of cattle and the mar









