HU-CAN Merchants' Bean Club. HU-CAN

Hu-Can Guess Our Bean Jars?

Some Things That You Should Know:

1—That you must use a coupon cut from this paper.
2—That no person can deposit more than three coupons with any one merchant each day.
3—That you must bring them to the store. No mailed coupons filed.
4—That you can vote as often as you have coupons.
5—That you should file your coupons as early as possible.
6—That in case of a tie the coupon filed first will receive the prize.
7—That no one knows the exact number of beans in a jar.
8—That each jar contains beans and beans only.
9—That the advertisement must be cut out with the coupon.
10—That the jars are changed and refilled after each contest.
11—That if you don't estimate correctly this time, you may next time
12—That every article offered is exactly as represented by the merchants.

HU-CAN?

Beans at A. Hospe

1513 DOUGLAS STREET.

Hospe's Music Dept.

Among our immense variety of Xmas Novelties no doubt the beautiful American made Regina Music Boxes rank first. We have them now from $8.50 up to $350.00 and sell them for cash and on easy payments.
To the successful guesser of our bean jar this week we will present a nice violin outfit, consisting of violin, bow and box, valued at $30.00.

A. Hospe's
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 10 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?

Carvers

The finest line in the city at prices from 75c to $10.00.

Pocket Knives

SCISSORS—RAZORS—All the best warranted brands—Barney & Berry and Klipper Klub.

Skates

SLEDS—COASTERS—A big line of new patterns.
CHAFING DISHES—5 O'CLOCK TEAS.

Toy Stoves and Ranges.

handsome patterns from 50c to $10.00.
To the person estimating the nearest number of beans in our bean jar we will give on December 24th, that beautiful $45

Monitor Steel Range

MILTON ROGERS & SON,
Cor. Farnam and Fourteenth.

Milton Rogers & Sons'
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 27 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?

Guarantee Clothing Company.

Capitol Ave, Near 16th St.

Open Evenings Until Christmas.

All Wool Clay Worsted Suits	$5.75
Pure Silk Mufflers	50c
Fancy Embroidered Slippers	60c
Velvet Caps for Men	35c
Extreme fine Kersey Overcoats	$6.00
Warranted Dress Shoes	$1.50
Beautiful Neckties	25c
Initial Handkerchiefs, 3 for	25c
Elegant Link Sleeve Buttons	25c
Fur Overcoats as low as	$8.50
Double Sleeve Shirts	45c
Fancy Half Hose	15c
Fine Covert Cloth Overcoats	7.50
Zinc Trunks	$1.50

On December 24th we will give away to the persons estimating the nearest number of beans in our jar a fine $36.00 fur overcoat to the first and to second nearest a fine silk umbrella, and to the third nearest eight silk handkerchiefs.
VOTE PLENTY AND OFTEN.

Guarantee Clothing Co.'s
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 29 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?
WE CARRY THE LARGEST LINE OF—

Toys

In Omaha—Immense display on Main Floor. Notice our north window.

On New Year's eve we will give to the person estimating the nearest number of beans in our jar a fine Sewing Machine valued at $75.

People's Furniture & Carpet Co.

16th and Farnam.

People's Furniture & Carpet Co.'s
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 13 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?

Gas Fixtures Fancy Globes

We want the public to know that we have the only complete line of New Gas, Electric and Combination Fixtures in the city. We have no second-hand stock. Besides what we tell you in regard to our fixtures you can rely on—we never misrepresent things. Call and see us.
Wednesday we will give away to the person estimating the nearest number of beans in a jar a handsome portable gas lamp.

J. MORRISSEY PLUMBING CO.

319 S. 15th. Tel. 720.
Open Nights.

J. Morrissey Plumbing Co.'s
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 19 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?

UPRIGHT PIANO $142.00

$5.00 MONTHLY.

New Steinways, Ivers & Pond, Vose, Emerson, Steger & Singer Pianos on easy payments. New pianos for rent. One years rental allowed if purchased. Instruments moved, tuned and exchanged. Telephone 1525.

Schmoller & Mueller,

STEINWAY & SONS REPRESENTATIVES.
1313 Farnam Street. Largest Music Dealers in the West.

On New Year's eve we will give away to the person estimating the nearest number of beans in our jar a new Emerson make piano valued at $350.

SCHMOLLER & MUELLER'S BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 17 is.....
Name ..... Address .....
This advertisement and coupon must be handed in at our store.

HU-CAN.

Save Money by buying a **Bicycle** for **Xmas**

You can save from $10 to $15 by buying now.
New wheels $15 up.

Omaha Bicycle Company,

Cor. 16th and Chicago Sts.
Ed. T. Heyden, Mgr.

On January 1st we will give a ladies' or gents' High Grade Stormer Bicycle to the party estimating the nearest number of beans in our jar.
OMAHA BICYCLE COMPANY'S BEAN CONTEST COUPON—
My estimate of the number of beans in jar No. 34 is .....
Name ..... Address .....
This advertisement and coupon must be handed in at our store.

HU-CAN?

FINE ENGRAVED Wedding Stationery

ANNOUNCEMENTS, ETC., engraved to order, $10.00 for first 100, $3.50 each 100 after.
Special attention given to engraving fine Business Cards, Letter Heads, Envelopes.
Elegant Initial Monogram Stationery—would make a fine Christmas present.
Estimate our bean jar and you will receive a ladies' watch—"O" size, 14k solid gold hunting case, diamond or nementation, with Waltham Full Jeweled nickel movement, valued at $45—contest closes December 24th.

C. S. Raymond Co.

S. E. Cor. 15th and Douglas.

C. S. Raymond Co.'s
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 32 is .....
Name .....
Address .....
This advertisement and coupon must be handed in at our store.

HU-CAN?

Christmas Presents Are Ripe Now at the **BUSY JEWELERS**

1520 Douglas St.

On Saturday, December 24, we will give away to the person estimating the nearest number of beans in our jar an elegant $6.00 Set Ring.

T. L. Combs & Co.,
1520 Douglas St.

T. L. Combs & Co.'s
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 16 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?

Holiday Gifts

Mufflers, Suspenders, Neckwear, Gloves, Handkerchiefs, Hosiery, Night Robes (Pajamas), Umbrellas, etc.
The nicest stock at reasonable prices.
We will give away to the person estimating the nearest number and the next nearest number of beans in our jar each two custom made shirts worth $5.00 Contest closes Saturday at 6 p. m.

Albert Cahn,

FINE MEN'S FURNISHINGS.
1322 Farnam St.

We make Shirts.

Albert Cahn.
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 5 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?

OMAHA SPORTING GOODS COMPANY,
1316 Farnam Street.

We carry the finest line of Ice Skates in the city. Price, from 35c up.
On Monday, December 26, we will give away to the person estimating the nearest number of beans in our jar an elegant Striking Bag; retails for $6.00.
OMAHA SPORTING GOODS COMPANY,
1316 Farnam St.

Omaha Sporting Goods Co.'s
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 4 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?

SEWING MACHINES

On January 1, 1898, we will give away an elegant drophead ball-bearing $65.00 Davis Sewing Machine to the person making the closest estimate to the number of beans in our jar.
Second-hand sewing machines from $5.00 up.
For $2.00 we will put anti-rust on your bicycle and store it until spring.
We have recently taken the agency for the celebrated Columbia and Rambler bicycles.

Neb. Cycle Co.,

15th and Harney.

Nebraska Cycle Co.'s
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 33 is.....
Name .....
Address .....
This advertisement and coupon must be handed in at our store.

HU-CAN?

Beat These Prices

Duffy's Malt Whisky	85c
S. S. S.	75c
Laxative Bromo Quinine	15c
Paine's Celery Compound	75c
Vino Kolafra	85c
Malted Milk	40c, 75c, $3.15
Pe-ru-na	75c

On Saturday, December 24 we will give away to the person making the nearest estimate on the number of beans in our jar a handsome ladies' toilet set.

SCHAEFER Cut Price Druggist 16th & Chicago.

Schaefer's
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 28 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?

On Wednesday and Saturday of each week we will give to the person estimating the nearest to the number of beans in our jar a pair of our fine $3.00 Shoes.

Wm. N. Whitney,

107 South 16th St.

Wm. N. Whitney's
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 7 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

HU-CAN?

Cameras for Christmas

We are adding new goods every day to our stock of Cameras and Photographic supplies. See the 3½x3½ Tourist Pocket Camera, that we will give to the first one estimating the number of beans in our jar. Contest closes December 23d.

The Robert Dempster Co.

1215 Farnam St.

The Robert Dempster Co.'s
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 31 is .....
Name .....
Address .....
This advertisement and coupon must be handed in at our store.

HU-CAN?

FREE THIS WEEK.

All this week we will furnish light luncheon of biscuits made from C. P. Baking Powder and our celebrated Mocha Blend Coffee. Three prizes again this week. Guess on our bean jar. Contest closes Saturday night, 6 p. m.

OMAHA TEA & COFFEE CO.,

1407 Douglas St.

Omaha Tea & Coffee Co.'s
BEAN CONTEST COUPON.
My estimate of the number of beans in jar No. 2 is .....
Name.....
Address.....
This advertisement and coupon must be handed in at our store.

SUPREME COURT SYLLABI

8429. Moss against Robertson. Affirmed. Error from Pawnee county. Harrison, C. J.

1. In proceedings in error there must be filed within a year after the rendition of the final judgment or order sought to be effected a petition in error and transcript of the proceedings containing such final judgment or order. Held, that jurisdiction of the appellate tribunal attaches if the petition in error and transcript of the final judgment or order are filed therein and an amended transcript or amendment or amendments to the transcript may by leave obtained be filed and without or beyond the year after the entry of the said judgment or order.

2. A defendant upon whom service has been made by publication and not otherwise applied under the provisions of section 82 of the Code of Civil Procedure to have the decree rendered in the action opened and be let in to defend and the application was sustained. The party filed an answer in the nature of a cross-petition and prayed for affirmative relief of the foreclosure of a mortgage lien on the property involved in the suit. The motion was made that the cross petitioner be required to give security for costs, which was overruled; such ruling held not erroneous.

3. In an action to foreclose a real estate mortgage, a junior mortgagee was made a party and was defaulted. A decree was rendered, sale ordered, made and confirmed; of the amount of the purchase price there was a surplus after satisfaction of the first mortgage lien. Subsequently the owner of the junior mortgage upon whom service had been constructive was allowed to open the decree and answer. The answer was a cross-bill by which a foreclosure of the second mortgage was sought and the appropriation of the surplus of the proceeds of the sale to the satisfaction thereof. Held, that as against the owner of the equity of redemption the junior mortgagee was entitled to such surplus.

4. Under the facts and conditions which prevailed in the foreclosure suit at the time, the procedure adopted by the second mortgagee to assert a claim to the surplus of the proceeds of the sale under the lien of the first mortgage was entirely proper.

8509. Columbia National Bank against German National Bank. Reversed. Error from Lancaster county. Harrison, C. J.

1. Testimony and evidence are not synonymous terms; the latter is the generic term, and the former applicable to a species or kind of evidence.

2. If a bill of exceptions, which purports to contain all the evidence, is submitted to the adverse party for examination and amendment and he returns it with an endorsement that he has no amendments to propose, it will be presumed to contain all the evidence. Cattle against Haddock, 14 Neb., 59.

3. The use of the word testimony for evidence in the certificate of the trial judge in the allowance of a bill of exceptions, if the meaning is obvious or it is clear that the latter is intended will not render the document inoperative.

4. A check upon a bank by a depositor operates a transfer of its amount to the payee if on deposit at the time of presentation and the payee or holder may on refusal of payment maintain a suit on the instrument for the recovery of its stated sum.

5. As against the holder of a check against an account of a depositor, the bank of deposit may not apply the amount of the account to the payment of the indebtedness of the depositor to the bank which is not yet due, although the depositor may be insolvent.

6. Two defenses irreconcilably inconsistent may not be enforced, and the position assumed by the party prior to the suit relative to the facts and circumstances involved in the transactions drawn into question will prevail.

8533. Connor against Gorder. Reversed and dismissed. Appeal from Cass county. Harrison, C. J.

1. Within the common law rule there was no individual liability of stockholders in a corporation for its debts.

2. Our constitution states, and also limits, the liability of a stockholder in a corporation for its debts. (See Constitution, section 4, article ii, Miscellaneous Corporation.)

3. The liability of a stock subscriber for corporate debts (except of a banking corporation) is measured by his unpaid stock subscription.

4. A voluntary assumption of the debt of a corporation, or a voluntary payment of its debt, or the two in combination, will not alone confer in a stockholder of the corporation the right to contribution from the other members.

5. An agreement by stockholders of a corporation to indemnify one for the personal assumption or payment of a corporate debt, or to contribute, may be enforced.

6. The evidence herein held insufficient to sustain a finding of such a promise or agreement by some of the stockholders of a corporation of indemnity or contribution to others of the stockholders for the assumption or payment of corporate debts by the latter.

8519. Lincoln Land Co. against Grant. Reversed. Error from Perkins county. Sullivan, J.

1. An ordinance adopted by a board of village trustees is valid only as to subjects clearly expressed in the title.

2. A contract providing for the rental of five hydrants is not a subject of legislation expressed in the following title: "An ordinance authorizing the Lincoln Land company to construct and maintain a system of water works and use the streets, alleys, avenues and public grounds for laying their mains and pipes in the town of Grant, in Perkins county, Nebraska."

3. A contract for the rental of five hydrants contained in an ordinance entitled as aforesaid is void.

4. Where a municipal corporation receives and retains substantial benefits under a contract which it was authorized to make, but which was void because irregularly executed, it is liable in an action brought to recover the reasonable value of the benefits received.

5. In such an action it is unnecessary to establish a ratification of the contract. Gutta Percha and Rubber Mfg. Co. against Ogallala, 40 Neb., 775, and Tullock against Webster County, 46 Neb., 211, distinguished.

8514. Drexel against Pusey. Affirmed. Error from Douglas county. Norval, J.

1. When one not a payee signs his name in blank upon the back of a promissory note before the delivery thereof, the law presumes he signs as maker, but as between the original parties and those not innocent purchasers of the paper for value and without notice the true character of the obligation assumed, as that he signed as accommodation indorser or grantor, may be shown allunde and by parol.

2. Where, at the inception of a note, a person other than the payee writes his name on the back of the instrument preceded by the words "Notice and protest waived," such indorsement is notice to the original payee and subsequent owners of the paper that the liability assumed is not that of a joint maker.

3. The release of property of the principal debtor from the lien of a judgment rendered on a note, without the consent or knowledge of an accommodation indorser, discharges the latter pro tanto.

4. The rendition of a judgment against principal and surety on a note without having judicially determined on the record which defendant was the principal debtor and which the surety, in accordance with section 511 of the Code of Civil Procedure, does not extinguish the relation of suretyship between the parties and the duties of the creditor with reference thereto.

5. Potvin against Meyers, 27 Neb., 749, distinguished.

8501. Lind against Burke. Appeal from Hamilton county. Harrison, C. J.

Writings introduced in evidence examined and determined insufficient as acknowledgments to fulfill the requirements of that portion of section 31, chapter xxiii, Compiled Statutes, 1897, which reads as follows: "Every illegitimate child shall be considered as an heir of the person, who shall, in writing, signed in the present of competent witnesses, have acknowledged himself to be the father of such child."

8440. Walton against Walton. Affirmed. Appeal from Lancaster county. Ragan, C.

1. The evidence herein examined and held to sustain the findings both general and special of the district court.

2. It is a general rule that a husband's cruelty caused by the conjugal misconduct of his wife does not invest her with a cause of action for divorce.

3. But if the husband's cruelty was disproportionate to his wife's offense, her conduct affords him no justification and the cruelty entitles the wife to relief.

4. Whether a wife's disobedience of her husband, her misconduct or impropriety caused or provoked the husband's cruelty toward her is a question of fact.

5. Whether the cruelty, inflicted by a husband upon his wife because of her disobedience, impropriety, or misconduct, was so far disproportionate to her offense as to be unjustifiable is a mixed question of law and fact to be determined in any case from the particular facts and circumstances in evidence therein.

6. No conduct on the part of a wife that does not threaten great and immediate bodily injury will justify her husband in beating and choking her.

7. No conduct on the part of a wife—short of notorious and shameless unchastity, if that does—justifies her husband in calling her a "whore."

8. A husband, who falsely and without reasonable cause therefor, charges his wife with unchastity; accuses her on the public streets with being criminally intimate with other men; calls her vile, opprobrious, and degrading names; beats and chokes her, is guilty of extreme cruelty within the meaning of section 7, chapter xxv, Compiled Statutes. Berdolt against Berdolt, — N. W. —.

9. Nor is the husband's offense deprived of its legal character of "extreme cruelty" because his conduct was the result of his insanely jealous temperament, actual insanity not appearing.

10. There is no fixed rule in this state for determining what proportion of a husband's estate should be decreed to his wife as permanent alimony. The amount should be just and equitable, due regard being had for the rights of each party; the ability of the husband, the estate of the wife, the character and situation of the parties.

11. In the case at bar the parties had been married six months. The wife was 38 years of age and healthy; she had no one depending upon her for support. The husband was worth $24,000, no part of which the wife had contributed. The marriage was dissolved because of extreme cruelty practiced by the husband toward the wife. Held (1) That the decree of the district court awarding her $5,000 permanent alimony and counsel fees of $700 should be affirmed. (2) Assuming extreme cruelty is misconduct within the meaning of section 23, chapter xxv, Compiled Statutes, entitling a wife to permanent alimony equal in value to a dower interest in her husband's real estate, that it did not affirmatively appear from the evidence, but that the permanent alimony awarded was equal to the value of such dower. (3) That the wife by praying in her petition for a reasonable sum as permanent alimony elected to take such reasonable sum of money in lieu of dower in her husband's lands.

8479. Comstock again Kedwin. Affirmed. Error from Dixon county. Norval J.

1. A plaintiff in ejectment cannot rely on a defect in the title of his adversary, but must recover, if at all, on the strength of his own title or right to the property.

2. Ordinarily the clerk of one court has not the authority to authenticate transcripts of the records kept by another court.

3. A transcript of the record of a foreign court is not admissible in evidence, unless authenticated according to the provisions of section 414 of the Code of Civil Procedure.

4. One cannot invoke section 62, chapter lxxiii, Compiled Statutes, unless he has complied with the provisions thereof.

5. The introduction in evidence of an instrument or document will not carry with it the indorsements thereon, unless the offer is sufficiently broad to include them.

8388. Blair State Bank against Stewart. Appeal from Washington county. Sullivan, J.

1. An assignee under a deed of voluntary assignment represents creditors of the assignor only to the extent that he is expressly authorized to do so by statute.

2. A debtor in failing circumstances may, while retaining dominion over his property, pay, or secure, the claims of some of his creditors to the exclusion and detriment of others. Such transactions are valid unless tainted by actual fraud.

3. A conveyance executed by an assignor before the assignment cannot be assailed by the assignee on the ground that it was made to hinder, delay, or defraud creditors, unless such creditors have previously authorized an action to be brought for that purpose.

4. An unrecorded mortgage is valid and effective between the parties thereto from the date of its execution. And it is not void as to creditors generally; but only as to creditors whose deeds, mortgages, or other instruments have been first recorded.

5. A conveyance made more than thirty days before the execution of a deed of voluntary assignment are not within the inhibition of either section 42 or section 43 of the assignment law. (Compiled Statutes, chapter vi.)

6. Where, in an action by a surety to foreclose an indemnity mortgage, it appears from the pleadings that the proceeds of the sale of the mortgaged property are to go to the creditor, who is also a party to the action, such creditor is so interested in the controversy that he may, for his own benefit, prosecute an appeal from a judgment adverse to the surety.

8493. Blair State Bank against Stewart. Reversed Inst. Appeal from Washington county. Sullivan, J.

1. An assignee under a deed of general assignment cannot, without the written consent of creditors, assail a conveyance made by his assignor, except on the ground that such conveyance was in contravention of section 42 or section 43 of the assignment law. (Compiled Statutes, chapter vi.)

2. A conveyance or transfer made without any intention to contravene or evade the assignment law, and at any time when an assignment was not contemplated, is valid and will be upheld.

3. A mortgage which does not in its inception contravene the assignment law will not be invalidated by a general assignment for the benefit of creditors, made by the mortgagor within thirty days after the execution of the mortgage.

9856. Feil against Kitchen Bros.' Hotel Co. Affirmed. Error from Douglas county. Norval, J.

1. One is a competent remonstrator against the granting of a liquor license on the ground that notice of the application for such license was not published in the newspaper having the largest circulation in the county, notwithstanding he is personally interested in the determination of the question.

2. Notice of an application for liquor license is required to be given for two weeks prior to the hearing in a newspaper published in the county having the largest circulation therein, unless no newspaper is published in such county. Where a notice is inserted in a daily paper it must be published daily for the period stated.

3. Whether several editions of a daily paper are separate and distinct publications is a question of fact to be determined in the first instance by the license board.

4. Where the matter published in each of two editions of a daily paper is not substantially the same and each edition has a different heading or name and is sent to a different list of subscribers, notice of an application for liquor license is required to be inserted in but one edition thereof daily for the requisite length of time and its circulation alone is to be considered in determining whether the proper newspaper was selected. Rosewater against Pinzenscham, 38 Neb., 835, followed.

5. Though the notice should not be inserted in the newspaper having the largest circulation, the publication will not be declared invalid if bad faith cannot be properly imputed to the applicant in making choice of the paper.

6. License board has no authority by resolution or otherwise to designate the newspaper in which the publication of notices of applications for license shall be made.

7. Findings of the trial court when sustained by sufficient evidence will not be disturbed on review.

8489. Union Stock Yards Co. against Goodwin. Affirmed. Error from Douglas county. Ragan, C.

1. A person or corporation using the cars or appliances of another person or corporation as to its employes uses such cars or appliances charged with the same duty as to inspection as if they were his or its own.

2. An employe who, under the instructions of his master, uses the car or appliance in his master's possession belonging to some other person or corporation thereby assumes only the same risk that he would if the car or appliance belonged to his employer.

3. The undisputed facts as to the condition of a defective car brake stated and held: That the jury was justified in inferring therefrom that a reasonably careful inspection of the brake by a competent inspector would have revealed its defective condition, although the defect was of so latent a character as not to be discernible at a glance by one inexperienced in brake construction or inspection.

4. A jury has the right to draw rational, reasonable and logical inferences from facts proved or admitted.

5. A judgment lacks evidence to support it which rests solely on testimony irrelevant under the issues made by the pleadings.

6. That an employe knew of a "rule of custom" of his employer by which his business was conducted, but nevertheless continued in his services and thereby assumed the risk of injury from a defective appliance furnished him for use, is affirmative matter of defense and must be pleaded.

7. A brakeman who goes upon a car to set a brake thereof, knowing that the car has not been inspected, does not for that reason assume the risk of the brake being defective; he not knowing the brake is out of order, the defect not being obvious, and it not being his duty to inspect cars or brakes or to handle cars known or supposed to be defective.

8. An employe assumes the risk arising from defective appliances used, or to be used, by him, or from the manner in which a business in which he is to take part is conducted, when such risks are known to him, or are apparent and obvious to persons of his experience and understanding. Dehning against Detroit Bridge and Iron Works, 46 Neb., 556, followed.

9. No defect being obvious, an employe has the right to assume that a tool or appliance furnished him by his employer is reasonably safe and firm for the purposes for which he is required to use it.

10. To inspect a car brake may require more than a simple glance at it; such a test must be applied as would probably reveal a defect if one existed; and, the neglect of a car inspector to make such a test is evidence of negligence.

11. Certain rulings of the trial court on the admission of rebuttal evidence examined and sustained.

12. An instruction that "contributory negligence is based upon and pre-supposes the negligence of the defendant and cannot exist without some negligence on defendant's part" criticised, but in view of the issues held not prejudicial if erroneous.

PENSIONS FOR WESTERN VETERANS

Survivors of the Civil War Remembered by the General Government.

WASHINGTON, Dec. 21.—(Special.)—The following western pensions have been granted:

Issue of December 9:

Nebraska: Increase—Charles H. Brown, Ogallala, $16 to $24; James M. Jester, Omaha, $6 to $8; (Special, December 10), Merrit H. Catlin, Minature, $9 to $12.

Iowa: Supplemental—Barry J. Warren, (deceased), Legrand, $12. Increase—James M. Ralston, Conrad, $6 to $8; John B. Chapman, Cherokee, $6 to $10; William W. Keeling, Des Moines, $8 to $12; John Sharp, Algona, $8 to $12; William S. Burton, Madrid, $6 to $8; Samuel W. Ross, Marathon, $6 to $8; Lewis E. Swank, Columbus Junction, $10 to $17; Zenis L. Edwards, Columbus Junction, $12 to $17; William Logsdon, Northboro, $6 to $8; Edgar W. Hodges, Geneva, $12 to $16. Original widows, etc.—Pauline Redfield, Redfield, $15; Elizabeth Brown, Milo, $12; Caroline D. Van Wie, Dubuque, $8; Mary Warren, Legrand, $8. Reissue—Marie Sharp, Delhi, $12.

North Dakota: Restoration and Increase—Joseph Anderson (deceased), Coal Harbor, $14 to $30. Original widows, etc.—Catharine Burke, Langdon, $8; Helen A. Anderson, Coal Harbor, $12.

South Dakota: Original—Eugene F. Philleo, Waubay, $6; Andrew J. Gifford, Miller, $6. Increase—Frank D. Moore, Salem, $6 to $8. Original widows, etc.—Mary E. Rhines, Hartford, $8.

Colorado: Original—Ira E. McCubbin, Denver, $6. Original widows, etc.—Rachel A. Wright, Berthoud, $8; Mary Connolly, Limon Station, $8.

Montana: Original widows, etc.—Sarah W. Alderman, Butte, $8.

Bucklin's Arnica Salve.

THE BEST SALVE in the world for Cuts, Bruises, Sores, Ulcers, Salt Rheum, Fever Sores, Tetter, Chapped Hands, Chilblains, Corns and all Skin Eruptions, and positively cures Piles, or no pay required. It is guaranteed to give perfect satisfaction or money refunded. Price 25 cents per box. For sale by Kuhn & Co.

Missing Steamer Probably Safe.

MILWAUKEE, Dec. 21.—The steamer W. H. Ketcham, Captain W. J. Carter, coal laden from Buffalo to Chicago, fears for whose safety were entertained, is undoubtedly safe and is probably now somewhere near its destination. A member of the crew of the steamer Hennepin, which arrived in Milwaukee on Monday, seeing the published story today about the missing steamer, made the statement that the Ketcham was seen to seek shelter behind Plum Island, between Detroit and Pilot islands on Sunday. It was thought at the time that the Ketcham had sought shelter for only a few minutes, but on the vessel not resuming its course, the men of the Hennepin came to the conclusion that it had become slightly disabled. Something definite about the Ketcham is expected later in the day.

The writer has had occasion to use Chamberlain's Cough Remedy in a case of croup in his family within the last week, and the results were such that he can cheerfully testify to its merits.—J. C. Johnson, Business Manager of the Council Magazine, Memphis, Tenn.

Pottery Combine Almost Complete.

PITTSBURG, Dec. 21.—The work of completing the combination of the pottery companies of the United States, to be known as the American Pottery company, with a capital of $27,000,000, is expected to be consummated in New York within the next ten days. Colonel Taylor of East Liverpool will probably be the president of the new combine, and the central office will be in New York, with branches in Trenton, East Liverpool and Pittsburg. It is said that prices will not be advanced, as present prices are perfectly satisfactory, but greater profits can be secured by concentration of efforts and cutting down the costs of manufacture and distribution.

Ask for Dent's Toothache Gum, original and only genuine. All druggists. 15 cents.