

CUCUMBERS—Per doz. \$1.50; 100, \$15.00.

CABBAGE—Holland seed, per lb., 13¢.  
SWENT POTATOES—Kansas kiln dried,  
per bbl., \$2.25.

SQUASH—Home-grown, per doz. 35¢  
 CELERY—Per doz. 35¢; California,  
 6¢.  
 RADISHES—Hothouse, per doz. 35¢; out-  
 door, 6¢.  
 LETTUCE—Hothouse, per doz. 40¢; out-  
 door, 25¢.  
 head lettuce, per doz. 1.00; 1.25.  
 TURNIPS—New, per doz. 6¢.  
 BEETS—New, per doz. 4¢.  
 ONIONS—New, per doz. 4¢.  
 PARSLEY—New, per doz. 4¢.  
 Gold for Paris.

NEW YORK, Dec. 28.—Lazard Freres announced today an engagement of \$500,000 in gold bars for shipment to Paris tomorrow. The same firm has booked all the gold bars up to January 8.

### SUPREME COURT SYLLABI

The following opinions will be officially reported:

170th. County of Logan against McKinley, Lending Loan and Trust Company. Appeal.

1. In a suit to foreclose a tax lien on real estate and to sell the land for the satisfaction of the taxes found to be due, a decree barring the equity of redemption only does not necessarily adjudicate the right of redemption from tax sale given by the statute or the constitution. The statute giving the right of redemption from tax sale differs essentially from the equity of redemption proper.

2. A statutory right of redemption from sale as distinguished from the equity of redemption is usually self-executing, and to

Section 3, article 1, of the constitution declares that "the right of redemption from all sales of real estate for the nonpayment of taxes or special assessments of any character whatever shall exist in favor of owners and persons interested in such real estate for a period of not less than two years; and in the absence of statutory provisions more definitely pointing out the mode by which redemption may be made, these provisions are self-executing and

4. The sale of lands for taxes contemplated by the constitutional provision above mentioned refers to and embraces both administrative and judicial sales.

5. The equity of redemption only being barred by the decree in the tax bar, the right to redeem from a sale may appropriately be claimed by an objection to a motion to confirm a sale made in pursuance of the decree.

a. An absolute order of confirmation of a sale made in pursuance of a decree for the sale of land for the satisfaction of a judgment against a debtor who has been a decree debtor, the right of redemption from tax sale given by the statute or the constitution is erroneous.

13293. Union Pacific Railway Company against Westland, Administrator. Error from Dawson, Reversed. Ames, C.

13400. Ferrin against Knight, Templar and Masons' Life Insurance Company. Error from Jefferson. Former opinion adhered to. Oldham, C.

An appearance for the purpose of objecting to the jurisdiction of the court of the subject matter of the action, whether by motion or formal pleading is a waiver of all objections to the venue of the case, whether the objection of defendant whether the defendant intended such waiver or not. 15693. South Omaha against Sutliff. Error. Douglas. Affirmed, conditioned on filing remittitur for \$2,000. Oldham, C.

1. Under the issues involved in this case, held. Not error to omit from a general instruction the words "and the same damage is inflicted on the social standing of plaintiffs."

2. Instructions examined and held to not permit a recovery for loss of earnings during plaintiff's minority.

3. While the Carlyle and other mortuary tables, accepted accuracy and in general use, are always properly admissible in evidence for the purpose of adding a court or jury in determining the probable expectancy of life, when such fact is in issue, yet when admitted these mortuary tables are not binding upon the estimate of the triers of fact. The triers of fact may use the tables and their own estimate

from these, health, habits, physical condition and appearance of the person whose expectancy is at issue.

4. Chicago, Rock Island & Pacific Railway company against McDowell. Nov. 5. Northwest Reporter, 121, examined and distinguished.

5. In actions for personal injuries it is not necessary to specially allege every indirect injury to each part of the body to lay the foundation for such proof on the trial; such proof may be admitted when the injury alleged shows to have been a proximate cause of the injury.

6. When medical testimony is relied upon to prove the cause or effect of a physical injury, it seldom goes further than an opinion based on the experience of the witness and a general hearing of the professional. Positive statements of fact are seldom indulged in by physicians when testifying as experts, and yet this character of testimony is universally admitted by the courts of this country.

8. Award of damages examined and held excessive; but held, further, that such excess may be cured by a remittitur of \$5,000 from the judgment of the lower court.

1591. Frontier Steam Laundry company against C. G. Conolly, Scar, Douglas, R. versus Letton, C. Sedgwick, J. dissenting separately.

1. Whether a liability arising from the breach of a duty prescribed by statute or ordinance accrues for the benefit of an individual specially injured thereby.

2. An ordinance which requires the placing of fireproof shutters upon the windows of brick buildings within a city in proportion to the number of persons living in the building, in order of giving to the public protection against fire which the common law did not provide.

fireproof shutters and the value of such property, by reason of the fact that he owned the building and that no fireproof shutters were provided as required by the ordinance.

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**REAL ESTATE TRANSFERS.**

Deeds filed for record December 28, 1904, as furnished by the Midland Guarantee & Trust company, bonded abstractor, 1614 Farnam street, for The Bee: J. H. Evans and wife to W. Byles.

W. 40 feet of lot 6, block F, Lowes	300
Phelps, lots 1 and 2, block 11, block 116, Dundee Place	200
J. W. Schmitt and wife to A. Schmitt,	
½ lot 5, block 347, South Omaha	1,000
W. Byles to A. H. Byles, lot 22, block	
15, West End and other land	1
The S. D. Mercer company to N. G.	
Nelson, lots 8 and 9, block 9, Walnut	400
C. H. Stearns and Anna M. Stearns to	
W. M. Gould, lots 13 and 14, block 19,	
Omaha Heights	215

T. L. Ringwalt and wife to Cora L. Pogus, and 1/2 e. 30 feet s1/2 lot 11, block 5, Park Place.....	4.00
Mattie M. Frenzer to J. M. Frenzer, part lots 13 and 14, block 2, Park Place and other land.....	1.00
J. N. Frenzer to Mattie M. Frenzer, part lot 5, block 1, Henry & Shelton's add. and other land.....	2.50
Mary Swoboda to J. Swoboda, lot 57, Sullivan's add.....	.30

**Edwards - Wood Co**

**Edwards - Wood Co.**  
(Incorporated)  
Main Office: Fifth and Roberts Streets  
ST. PAUL, MINN.  

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**LEGAL NOTICES.**

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**STOCKHOLDERS' MEETING**  
Office of Lee-Glass-Anderson Hardware

Chicago, Ill., Dec. 26.—The stockholders of the Lee-Glass-Andersen Hardware company met at the annual meeting of the stockholders of the company will be held at the offices of the said company, corner of 9th and Marney streets, in the city of Omaha, in the state of Nebraska, on Tuesday, Jan. 1, 1906, at 10 o'clock a. m., for the purpose of electing a board of directors for the company to serve during the ensuing year, and to transact such other business as may be presented at such meeting.

(Seal.) S. J. LEE, President.

*[Faint header information at the top of the page]*