In the supreme court of the state of No. braska the following opinions were filed December 20, 196;

Cleiand against Anderson from Dawson. On rehearing former judg-ment vacated, judgment of district court reversed, cause dismissed as to Nebrasia Retail Lumber Dealers association and Cleand and Carroll. Sedgwick, J. 1. The right of action given by section it, chapter 91. Compiled Statutes, Cobbey's Annotated Statutes, 1962, thin, is for injury to business, employment or property, and under the national bankruptcy net passes to the assignee in bankruptcy.

State against State Journal Com-Original. Demurrer sustained, case sed. Sesigwick, J. he unauthorized use of the literary 1. The unauthorized use of the literary production of another furnishes no ground for the recovery of damages except inrough the federal copyright laws. All persons are at liberty to print, publish and sell the literary productions of others, unless they are protected by a compliance with the act of congress for that purpose. A Merely reposing confidence in another does not of itself create a trust, nor make a trustee of one in whom confidence has been reposed. To create a mutuary relation by contract it is necessary that the consent of the trustee to assume that relation be expressed in the contract, or be derived therefrom by necessary implication.

2. The measure of damages for the unauthorized use of the property of another
by a bailee thereof is not the value that
may be produced by the labor and investment of the bailee combined with such
use of the property, but is the value of
the use itself and any damage that may
be done to the property in so using it, or
if the use amounts to a conversion, then
the measure of damages will be the value
of the property. sary implication.

of the property.

4. If the defendant printed and manu-actured to sell for its own benefit vol-imes of the reports of the supreme court of the reports of the supreme court of the state, containing matter prepared by the state and not protected by copyright, and in so, doing unlawfully used manuscripts and other property entrusted to the care of the defendant to enable it to perform its contracts to manufacture specified volumes for the state, this would not give the state title to books so unlawfully produced so as to enable it, by injunction, to prevent the defendant from disposing of the books, or entitle the state to an accounting of the proceeds of such sales.

arises from the nature of the business, to particular manner in which it is connected, or the use of defective and unife appliances.

a. Whether the defect complained of is sen and obvious is held to be a question fact for the jury.

1. Applying the rule of the law of the set it is held: "That whether or not due re on the lineman's part required that see and avoid contact with the exposed lices was properly left to the jury.

1. Spr. Clarke against Tukey Land Committees was properly left to the jury.

1. A purely specious claim of ownership il not oust the jurisdiction of a justice of paace in an action of forcible entry and tainer.

1. When a tenant from month to month these default in the payment of the rent served and holds over after such default, occupancy is that of tenant at sufferee, and such tenancy must be terminated the landlord by service of the statutory lice of three days to quit the necessaries.

3. Whether facts have arisen since a final order was entered allowing a perpetual injunction, of such a nature that it is clear the decree ought not to be executed, relief against it may be given in a summary proceedings of a summary proceeding on motion to modify or vacate the same provided the facts are undisputed.

a. Whether proceedings of a summary character are permissible for such purpose or whether more formal proceedings are not required when there is substantial convoversy regarding the facts on which the proposed action is to be predicated, quaere.

3. A judgment on the merits in the trial of a civil action constitutes an effective bar and estoppel in a subsequent action upon the same claim or demand, but also as to any other admissible matter which might have been offered for such purpose.

a. When a question in controversy has a subsequent action upon the same claim or demand, but also as to any other admissible matter which might have been offered for such purpose.

a. When a question in controversy has the clear the decre allowing a preprious injunction.

2. Whether proceedings of a summar open and obvious is held to be a question of fact for the jury.

3. Applying the rule of the law of the case it is held: "That whether or not due care on the linenan's part required that he see and avoid contact with the exposed splices was properly left to the jury."

13978. Clarke against Tukey Land Comsplices was properly left to the jury.

13978. Clarke against Tukey Land Company. Error from Douglas. Affirmed, Oldnam, C. Division No. 1.

1. A purely specious claim of ownership will not oust the jurisdiction of a justice of

the peace in an action of forcible entry and

of an issue involved in an action does not shift during the progress of the trial, but is upon the party alleging the facts constituting the issue, and remains there till the end, Rupp against Sarpy County, Neb. 98, N. W. 1942; Neb. 102, N. W. 242, followed and appropried

principal

4. a writing that neither names the parlies to a contract nor describes them in
such a way that they may be identified. is
not sufficient as a note or memorandum
under the statute of frauds. 1400. Housek against Heid & Co. Error from Colfax. Affirmed. Otham, C. Divis

from Colfax Affirmed. Otham, C Division No. 1.

1. Record of a certificate provided for
in section 9500. Cobbey a Annotated Statuutes, is not the only evidence by which
the existence of a partnership may be established. Notwithstanding that statute,
a partnership may be proved by any
method permissible before the statute was
enacted. Schnider against Patterson, 28
Neb. 680, followed and approved.
1806. Kidder against Maynard. Error
from Dodge. Affirmed. Albert, C. Division No. 2.

1. A new trial will not be granted
merely to allow a party to offer newly
discovered evidence on an issue already
established in his favor, or on an immatyrial issue.

established in his favor, or on an immaterial issue.

14012 Douglas against Smith Error from Richardson Affirmed Ames, C. Division No. 1.

1. The defense of res judicata is only available as to matters actually in issue and determined in the former suit.

2. A verdict upon conflicting evidence will not be disturbed except for specific error occurring at the trial.

2. The statement by a juror in the jury room of his personal knowledge of a fact not in dispute and not material to the issues is not misconduct requiring a new trial.

trial. 1478. Titterington against State Error from Lincoln. Reversed and remanded. 141.6. Titterington against State. Error from Lincoln. Reversed and remanded. Barnes, J.

1. An instruction which informs the jury that it they believe that a witness has willfully and corruptly testified faisely as to any material fact, they are at liberty to reject all or any portion of the testimony of such witness, correctly states the rule to be applied in such cases.

2. Where, in a proper case, such an instruction is tendered it is error for the court to refuse to give it because it does not contain the quanifying words, "unless corroborated by other competent proof.

3. The rule announced in Denney against Stout, 59 Neb., 791, Insofar as it conflicts with this opinion is disapproved.

14182. Powers against State, Error from Hamilton. Reversed and remanded Durie, C. Division No. 2.

1. Misconduct of the county attorney in the argument of a case will work a reversal where it is reasonably apparent that such misconduct worked prejudice to the defendant.

2. A witness was present and heard.

injunction, to prevent the derichant from the annual to an accounting of the proceeds of such aleas.

In a mortgage may, by agreement, fix the rights of his assignees of the process of the party of the state offered as admissions of guit. These admissions of the defendant, which are the subject matter and the persons in interest, fixing the statu of sage, is binding on one who, in subsequent state offered as the conversation between the defendant and the witness of the reason in interest, fixing the status of sage, is binding on one who, in subsequent action, attempts to avoid the effect of the reason in interest, fixing the status of sage, is binding on one who, in subsequent action, attempts to avoid the effect of the reason in interest, fixing the status of the state of the reason in a state of the reason in the state of the reason in the state of the reason in a state of the reason in the reason in the state of the reason in the

its determination.

2. An open and obvious defect is one which is manifest to the sense of observation, open and readily discernible, whether it arises from the nature of the business, the particular manner in which it is conducted, or the use of defective and unsafe appliances.

a. Whether the defect complained of fact for and obvious is held.

detainer.

2. When a tenant from month to month makes default in the payment of the rent reserved and holds over after such default, his occupancy is that of tenant at sufferance, and such tenancy must be terminated by the landlord by service of the statutory notice of three days to quit the possession.

3. The statute of limitations against an action of forcible entry and detainer against a tenant holding at sufferance begins to run against the landlord on the termination of the tenancy.

4. Weatherfield against Union Paclike R. R. Co., Neb., 188, examined and distinguished.

1. 3887. Hunt against Van Burg. Error from Lancaster. Affirmed. Letton, C. Division No. 1.

1. Where a case is tried upon an agreed sipulation of facts and oral and written evidence, it is proper for the jury to consider all the evidence, even though part of it may be inconsistent with the statement of facts.

2. In an action of a bona fide purchaser of a negotiable instrument for value before a maturity without notice where the defense in fraud in the procurement of the paper, swidence of similar frauds committed by service and the easien and received to sustain or defeat the claim or demand, but also substance of frauds requires to be in writing, will all the evidence for such default, also only other admissible matter, and select the claim or demand, but also as to any other admissible matter, and saint a real for the evidence held, that a real frauds requires to be in writing, will also say to any other admissible matter, and select the state before hand, it is becomes the law of the case and is binding on the part its and those claiming under or through them in all subsequent stages of the litigation.

4. Where in an action in which the object is to enjoin the defendant from using a certain tract of land for the interment of dead bodies one of the vital issues is whether such land is a part of the cemetery and if it is in such action determined that it is now, a resolution after the evidence, event though the character of a mestal va

is filed. It is proper practice to strike it is filed. It is proper practice to strike it is filed. It is proper practice to strike it is filed. It is proper practice to strike it is from the files.

1388. Havens against Robertson. Error. It is filed. Munk against Prink. Error. Lancaster. Reversed and remanded. Ames, C. Division No. 1.

1. An unexecuted agreement to arbitrate will not be recognized by the courts of this state.

2. It is not error to refuse to submit a defense pleaded, which is not supported by competent evidence.

2. Action of the trial court in giving instructions examined and held prejudicial. Itself Frahm against Metcalf. Appeal, from Webster. Affirmed. Albert. C. Division No. 2.

1. In order to conclude a binding contract by the acceptance of an offer, the other must be acceptance of an offer, the other must be acceptance of an offer, the offer east estate. If not in writing, is void under the statute of fread.

2. The authority of an agent to one which the particular provides for competent evidence of the state of the state of the accused when the instruction concerning evidence of the previous good character of the accused when the instruction concerning evidence of the previous good character of the accused when the instruction concerning evidence of the previous good character of the accused when the instruction can be accused when the instruction concerning evidence of the previous good character of the accused when the instruction can be accused when the instruction concerning evidence of the previous good character of the accused when the instruction can be accused when the instruction concerning evidence and to so other, and tells the purpose of the previous good character of the accused when the instruction concerning evidence and to so other, and tells the purpose of the previous good character of the accused when the instruction concerning evidence and to so other, and tells the purpose of the previous and the purpose of the previous and the purpose of the previous and the purpos

requires authority in writing, those dealing with him are charged with notice of that fact and of any limitation or restriction on the authority of the agent contained in such written authority, and a contract beyond the scope of such authority, as thus himted or restricted, is not binding on the principal.

4. A writing that neither names the parties to a contract nor describes them in such a way that they may be identified, is not sufficient as a note or memorandum three the statute of frauds.

1. The legislature cannot appoint county officers, nor by an act solely for that purpose extend the terms of such officers.

2. Chapter 47 of the laws of 196 is unconstitutional and void.

2. State ex rel. Welch against Offil.

2. Criginal With allowed. Sedgwick, J. State ex rel. Welch against Offil.

3. Barnes, J. dissenting separately.

4. A writing that neither names the parties of a contract nor describes them in such a way that they may be identified, is not sufficient as a note or memorandum from Adams. Affirmed. Letton, C. Division No. 1. ters. Original Writ allowed. Sedgwick, the guilt of the accused sufficient to acquit him, which, without such proof, would not be beginning annot appoint county have existed.

from Adams. Animod. Issued, 1900 No. 1.

I. Where a mortgage lien exists upon a tract of land claimed as a homestead, the mortgage debt is paid by the proceeds arising from a loan secured by a new mortgage on the same land, the interest of the claimant being at all times less than 50 on it value and the homestead is of the claimant being at all times less than \$2,000 in value, and the homestead is sold to a third person while thus encum-bered, the transcript of a judgment filed while the first mortgage was in force does not become a lien upon the premises. France against Hohnbaum, 102, N. W., 75, followed.

Howed.

The return of an officer as to service process may be impeached by extrinsic

ror from Howard. Reversed. Letton, C. Division No. 1.

1. A parol agreement between a landlord and a tenant whose term was about to expire that the tenant should cemain in possession for four months longer, followed by the tenant retaining possession after his first term begun had ended and the four months' term begun, even though the amount of rent to be paid was not agreed upon, is a valid lease for four months, and the law implies an agreement to pay a reasonable rent for the use and occupation of the premises.

2. A notice served by the landlord after the making of such agreement notifying the tenant that if he held over his first term he would be taken as occupying for another year at an increased rent held inoperative to set aside such parol lease.

14034. Rogers against City of Omaha. Error from Douglas. Reversed. Ames, C. Division No. 1.

1. Under the Omaha charter of 1893 a cause of action upon an award of damages to one whose property was taken for a public street did not accure until the lapse of a time reasonably sufficient for the creation of a special fund for the payment of such damages.

14036. Omaha Feed Company against

for the creation of a special fund for the payment of such damages.

14036. Omaha Feed Company against Rusnforth. Error from Merrick. Affirmed Duffie. C. Division No. 2.

1. If one party to an agreement of sale for the purpose of obtaining credit makes false representations relating to the amount of his assets, or the condition of his nhancisi affairs, and the other party, relying thereon, enters into the agreement to extend credit on the strength of such representations, he may, on discovering the fraud, repudiate the agreement and retuse to carry it into effect.

Custer. Reversed and remanded. Ames, C. Division No. 1.

A notice of a judicial sale of lands must be published for at least thirty days next preceding the date of sale and must appear in all the regular issues of the paper during that period.

14051. Lucas against County Recorder of Cass County. Appeal, Cass. Affirmed. Albert. C. Division No. 2.

1. Evidence examined and held to warrant the decree of the trial court.

2. A sale is a transmutation of property or a right from one person to another in consideration of a sum of money, as opposed to barters, exchanges and gifts.

3. A written contract between the owner of real estate and a real estate broker for the "sale" of property does not contemplate an exchange thereof for other property.

A subsequent oral contract, super-4. A subsequent oral contract, superseding or modifying on which the statute
of frauds requires to be in writing, will
be upheld, if executed.
5. Under the evidence held, that a real
estate broker has no just cause of complaint of an allowance to him of \$300 as
commission for services in the exchange
of properties.
1463 Lewis against Morearty, Error.
From Douglas, Affirmed, Letton C. Di-

of accits.

In an action of a bona fide purchaser of a negotiable instrument for value before maturity without notice where the defense is fraud in the procurement of the paper, evidence of similar frauds committed by the agent of the payer, evidence of similar frauds committed by the agent of the payer about the same time is inadmissable. Monitor Plow Works against Born, 33 Neb. 74.

1007. Hopper against Dougias County. Affirmed. Oldham, C. Division No. 1.

1. A county is not liable in damages to an individual landholder for the negligent diversion of surface water in the improvement and construction of its public highways.

2. A county is not liable in damages for the negligent acts of its officers, unless made so by legislative enactment.

1402. Vertuees against Gage County, Error from Gage. Oldham, C. Division No. 1.

1402. Vertuees against Gage County, Error from Gage. Oldham, C. Division No. 1.

1402. Reversed and remanded.

The burden of sustaining the affirmative of an issue involved in an action does not shift during the progress of the trial, but its upon the party alleging the facts constitution.

2. In an extend on a sufficient to sustain the judgment.

3. Evidence examined and deled sufficient to sustain the judgment.

4. Evidence examined and held sufficient to sustain the judgment.

5. Evidence examined and held sufficient to sustain the judgment.

5. Evidence examined and held sufficient to sustain the judgment.

5. Evidence examined and the forder for the nest ground for burial purposes.

5. Evidence examined and held sufficient to sustain the judgment.

4. Evidence examined and held sufficient to sustain the judgment.

5. Evidence examined and held sufficient to sustain the judgment.

6. Evidence examined and the forder for the nest ground which the wells on the fred and eternical change since the plantific purposes of the plantific purposes.

5. Evidence examined and the definition of the unlar ground waters from Cass. Affirmed Jackson, C. Division No. 1.

6. A county is not liable in damages

The burden of austianing the affirmative short during the progress of the properties in the supering action does not short during the progress of the progress

a. Evidence recumstance favorable to be considered by the jury to the other evidence bearthe arcused. he whole of the evidence, and fiving evidence of good char-ght, the proof still shows the guilty beyond a reasonable evidence of good character is

5. Errors assigned but not argued will b considered as waived, 1432. Knights of the Maccabees against Searle. Appeal from Lancaster. Affirmed. Sedgwick, J.

Sedgwick, J.

1. Under section 602, Annotated Statutes, 1833, the auditor is not authorized to issue a certificate of organization to a society whose name or title so resembles to issue a certificate of organization society whose name or title so resembles a title already in use in the state as to have a tendency to inslead the public.

2. If a name or title of a beneficiary insurance company contains a descriptive word by which the society is generally known to the public, to incorporate that word as the characteristic word in the name of a proposed new company must be have a tendency to mislead the

1423. Barber against State. Error from Lancuster. Reversed. Sedgwick, J. 1. Under the law prior to the act of 1901 the district court of the county of the son charged with a capital offense had jurisdiction, independent of statute, to investigate the question of the sanity of such convict; that jurisdiction has by the statute been transferred to the juage of the district court of the county in which the district court of the county in which
the penirentiary is situated.

2. Under section 6 of chapter 165, Laws
of 1801, it is the duty of the warden if a
convict confined in the penitentiary under
sentence of death appears to be insane,
to give notice thereof to a judge of the
district court of the county in which the
penitentiary is situated, and if such notice is given a jury must be summoned penitentiary is situated, and if such notice is given a jury must be summoned.
"to inquire into such insanity."

3. The jurisdiction of the judge of the
district court of Lancaster county to inquire as to the sanity of a convict conlined in the penitentiary under sentence
of death does not depend upon the giving of the notice by the warden. If it is
alleged in a proper application to the
judge, under oath, that the convict is insame and that the warden unjustifiably alleged in a proper application to the judge, under each, that the convict is insane and that the warden unjustifiably refuses to give the statutory notice, it is the duty of the judge to make such investigation as will satisfy him waether there are such appearances of insanity as will justify summoning a jury to try the question.

the question.

4. If the judge upon such investigation is satisfied that the warden was justified in his refusal to give the notice, and that there are no substantial appearances of insanity the application will be dismissed. missed.

5. If, upon investigation of the application, the judge finds that the convict appears to be insane, a jury should be empaneled to try the question of insanity.

1451Z. State ex rel. Mickey against Reneau. Original. Writ denied. Sedgwick, J. If a statute is incomplete so that ot be complied with without addi-provisions that are not indicated e act itself, the court can not suppurports to prescribe the method of se-lecting juries in counties having less than 30,000 inhabitants. Is invalid because its requirements can not be compiled with. method provided is impossible of ex-

OMAHA WHOLESALE MARKET.

Condition of Tride and Quotations or Sinple and Fancy Produce. EGGS-Fresh receipts, candled stock, 25c, LIVE POULTRY-flens, 7468c; roosters, c; turkeys, 13c; ducks, 84c; spring chickns, 74/28c; geese, 86/9c. DRESSED POULTRY-Turkeys, 15/316c

DRESSED FOULTRY-Turkeys, lagger, old roosters, 7c; ducks, 11c; geese logilic.

BUTTER-Packing stock, 15c; choice to
fancy dairy, 18619c; creamery, 216/21/4c;
prints, 21/4c.

SUGAR-Standard granulated, in bbls,
15/21 per cwt.; cubes 4645 per cwt.; cutloaf, 26.50 per cwt.; to. 6, extra C, bags
or bbls, 26.66 per cwt.; No. 10, extra C,
bag only 34.90 for cwt.; No. 15, vellow. of other claims against the Ayres against County of Thurston, 56, tollowed and approved.

Stevens a sinst Naylor. Appeal, Reversed and remanded. Ames, 15,5 per cwt. 12,5 FRÉSH FISH—Trout 10:211c; nalibut, 13c; buffalo, dressed, 6; c; pickerel, dressed, 6; c; white bass, dressed, 12c; sunfish, 6c; perch, scaled and dressed, 8c; pike, -0c; cattish, 13c; red snapper, 10c; sammen, 11c; croppies, 12c; eels, 18c; bullheads, 11c; 'slack bass, 12c; eels, 18c; bullheads, 11c; 'slack bass, 12c; whitefish, 12c; frog legs, per doz., 35c lobsters, green, 27c; boiled lobsters, 30c; shad roe, 45c; bluefish, 15c; herring, 4c.

HAY—Prices quoted by Omaha Feed company: No. 1 upland, 47.50; medium, \$7.00; coarse, \$6.0098.50. Rye straw, \$6.50.

BRAN—Per ton, \$15.50.

BRAN-Per ton, \$15.59.

TROPICAL FRUITS

DATES-Per dox of 39 1-10. pkgs., \$2.99;
Hallowee, in 70-10. boxes, per 1b., 5½c;
Sayers, per lb., 5c; walnut-stuffed, 1-1b.
pkgs., \$2.09 per dox, 9-1b. boxes, \$1.00.

ORANGES-California Navels, all sizes,
\$2.75; Florida, all sizes, \$2.50.

LEMONS - Limoniers, extra fancy, 249
size, \$3.25; 300 and 360 sizes, \$3.75.

FIGS-California, per 10-1b. carton, 750
56c; imported Smyrna, 4-crown, 12c; 6-crown, 14c.

BANANAS-Per medium-sized bunch, \$1.75
42.25; Jumbos, \$2.5063.06. TANGERINES - Florida, per box of

GRAPE FRUIT-Per box. \$5.50. PEARS - Lawrence and Mount Vernon, CRANBERRIES-Jerseys, \$12.00 per bbi; CRANBERRIES-Jerseys, \$12.00 per bbl.;
Bell and Bugie, \$12.00.
APPLES - California Belldowers, \$1.40 per bu box; Colorado Jonathans, \$2.00 per bu box; Ben Davis, \$1.65 per bu box; Winesaps, \$2.00 per bu box; other varieties, \$2.00 per bu, New York apples, \$4.50 per bbl.
GRAPES-Imported Mahagas, \$5.50\footnote{16.00},

OLD VEGETABLES. Dakota, per bu., 78c. ONIONS—Home-grown, yellow and red per bu, 85c, Spanish, per crate, \$1.75.

NAVY BEANS—Per bu, \$2.00.

LIMA BEANS—Per bu, 54c.

CABBAGE—Home-grown and Wisconsin, in crates, per ib., 14.62c.

CARROTS, PARS, SIPS AND TURNIPS

Per bu, 56c.

-Per bu. 66675c. CELERY-Kalamizoo, per doz. 25c. SWEET POTATJES-Kansas, per 3-bu bbl. 31.75. NEW VEGETABLES CAULIFLOWER-Per crate, \$2.76. TOMATOES-California, per crate of 16

ibs. \$2.50. WAX BEANS—Per hamper of about 34 ibs. net, \$3.50. STRING BEANS—Per hamper of about 30 ibs. net. \$3.0064.00. EGG PLANT—Florida, per doz., \$1.250 GREEN PEPPERS-Florida, per hamper f about 10 dor., \$2.50. TURNIPS-Louisiana, per doz. bunches. SHALLOTTS - Louisiana, per doz. bunches, 75c.

HEAD LETTUCE—Louisiana, per bbl., \$8.00010.00; per doz heads, \$1.00.

LEAF LETTUCE—Hot nouse, per box of CUCUMBERS-Hot house, per doz., \$1.25 6150. RADISHES-Hot house, per doz. bunches. MUSHROOMS-Hot house, per lb., 50@75c BEEF CUTS.

No. 1 rib. 12½c; No. 2 rib. 8½c; No. 3 rib. 6c; No. 1 loin. 16c; No. 2 loin. 10½c; No. 3 loin. 7½c; No. 1 chucks. 5c; No. 1 chucks. 4c; No. 3 chucks. 3c; No. 1 round. 7c; No. 2 round. 6½c; No. 3 round. 5½c; No. 2 plate. 3c; No. 3 plate. 2½c. MISCELLANEOUS

CIDER-Per kes. \$2.75; per bbl. \$6.75.

HONEY-Now, per 24 lbs... \$2.50.

CHEESE-Swiss, new, 5c; Wisconsin brick, 14c; Wisconsin limberger 13c, twins, 145c; young Americas, 145c; hard shells, per lb., 126; Pecnns, large, per lb. 1c; small, per lb., 12c. Pecnns, large, per lb., 1c; small, per lb., 12c. Peanuts, per lb., 7c; roasted, per lb., 8c. Chill walnuts, per lb., 12f154c, Almonds, soft shells, per lb., 1c; hard shells, per lb., 15c. Shellbark hickory nuts, per bu., \$2.50; large, hickory, hicko MISCELLANEOUS.

Ship Your Grain to Us.

Branch Office, 110-111 Beard of Trade
Bldg., Omaha, Non. Telephone 3514.
13:-24 Exchange Sidg., South Omaha.
Bell 'Phone Ils. independent 'Phone 1

THE TWENTIETH CENTURY FARMER

AN UP-TO-DATE

AGRICULTURAL WEEKLY

Full of Interesting Reading for Every Member of the Family

Partial List of Feature Articles Already Printed This Year:

"Vancouver Country of the Northwest,"-Five Articles. Prof. Charles E. Bessey, University of Nebraska.

"Fruit Raising in the Sunflower State," E. F. Stephens, Horticulturalist.

"Hessian Fly and Growing Wheat." Prof. Lawrence Bruner, Nebraska State Entomologist. "Gosling's Demonstration of Beef, Mutton and Pork."

E. R. Davenport, Market Editor. "Management of Incubators and Brooders,"

G. C. Watson, U. S. Department of Agriculture.

"How to Raise Turkeys on the Farm," C. E. Matterson, Kewaukee, Wis.

"Live Stock Breeding in Great Britian," Prof. W. J. Kennedy, Iowa State College.

D. A. T. Peters, University of Nebraska.

"Tuberculosis in Live Stock,"

"Story of Twentieth Century Irrigation." H. A. Crafts, Fort Collins, Colo.

"How to Get Good Seed and Maintain It," Prof. T. L. Lyon, University of Nebraska.

"Soirs and Methods of Seeding Alfalfa," E. F. Stephens, Horticulturalist.

"Regulation of Railways by Public Authority." William R. Larrabee, Ex-Governor of Iowa.

"Traveling Libraries in Rural Communities."

Edna D. Bullock, Nebraska State Library Commission "Champion Steers in Feed Lot and Cooler,"

Prof. H. R. Smith, University of Nebraska.

"Readjusting Wyoming Ranching System." A. S. Mercer, Western Ranchman,

"The Railroads and the People,"-Eight Articles, Edward Rosewater, Editor The Omaha Bee.

"Fall Sown Alfalfa in the Humid Region," Prof. P. G. Holden, Iowa Agricultural College.

"Durum Wheat for Semi-Arid Land," M. A. Carlton, Cerealist U. S. Dept. of Agriculture.

"Practical Drainage of Form Lands, J. C. Holmes, Drainage Engineer.

"Forestry Problems Yet to Be Solved," Frank G. Miller. U. S. Department of Agriculture

"Grass and Forage Crops as Fertilizers,"

Prof. T. L. Lyon, University of Nebraska. "Beef Production-Methods of Feeders."

Prof. H. W. Mumford, Illinois Agricultural Station

"Effect of Cold Weather on Fruit Blossoms." Theodore Williams, Horticulturalist.

"Calendar of Work in the Apiary," Adam A. Clarke, Plymouth Creek Apiary,

"Live Stock in the Middle West."

F. D. Coburn, Secretary Kansas State Board. "The Government Reclamation Service,"

Frederick H. Newell, Chief Engineer. "Career of the Late Robert W. Furnas,"

"Improvement in Hard Winter Wheat," Prof. T. L. Lyon University of Nebraska.

"Problems Confronting Western Stock Growers,"

Prof. Charles E. Bessey, University of Nebraska.

Hon. James Wilson. Secretary of Agriculture.

Murdo Mackenzie, Pres. Am. Stock Growers' Ass'n. "Corn Crop in Pork Preduction,"

The Past Is the Best Guaranty of the Future.

> ONLY A DOLLAR A YEAR SEND SUBSCRIPTIONS TO

F. D. Day & Co. The Twentieth Century Farmer OMAHA