BERGER'S Saturday Bargains

You will miss the greatest opportunity of the year to purchase your summer outfit at a low price if you do not attend **BERGER'S SATURDAY BARGAIN SALE.**

SUITS! SUITS!

You can almost name your own price on any of our Spring Suits.

$75.00 and $65.00 Suits for **24.98**

$45.00 Suits (Eton and pony jackets, coral) **17.50**

$20.00 Suits, Etons, in novelty mixtures **8.48**

SPECIAL—200 Sample Wash Suits, worth $17.50, Saturday at **9.98**

$15.00 Black Silk Eton Jackets for **7.48**

$8.00 Black Silk Eton Jackets (lace collars) for **3.98**

$10.00 Skirts—special assortment—all colors—for **3.98**

All Silk Taffeta Petticoats—$8.00 values—for **3.98**

WAIST! WAISTS!

Greatly reduced values Saturday in Waists at 98c, $1.48, $1.98, $2.48 and $2.98.

$10.00 Net Waists, diamond lace yoke.... **$5.48**

S. Fredrick Berger & Co.

The New Cloak Shop. 1517 Farnam St.

NOTES ON OMAHA SOCIETY.

Mrs. Arthur English gave a pretty luncheon Thursday at her home, followed by bridge. Marguerites and ferns carried out a color scheme of white and green in the decoration of the table and covers were laid for Mrs. J. B. Rahm, Mrs. H. L. Whitney, Mrs. C. K. Urquhart, Mrs. George Kelley, Mrs. Jay D. Foster, Mrs. Fred Pearce, Mrs. Frank Boyd, Mrs. J. H. Conrad, Mrs. W. P. Mikesell, Mrs. W. E. Palmatier, Mrs. H. C. Brome and the hostess.

Mrs. Ward Burgess entertained a luncheon party of twelve covers Thursday at her home, followed by an afternoon at bridge.

In honor of Mrs. Louis Jaques of Chicago, Mrs. A. J. Beaton gave one of the pretty bridge parties of the week Thursday afternoon at her home on South Twenty-sixth street. The rooms were charmingly trimmed with spring flowers. There were twelve tables used for the game, the score cards being Japanese. The high scores were made by Miss Faith Potter, Mrs. Charles Martin and Miss Laura Congdon.

The members of the Marchionette Kensington club were guests of their husbands at dinner at the Commercial club, followed by a theater part at the Burwood, Monday evening. There were twenty members of the party.

Complimentary to her guest, Miss Couch of Los Angeles, Mrs. Updike gave a very pretty luncheon at the Commercial club Thursday, followed by a matinee party at the Burwood. Mrs. Updike's guests were: Miss Couch, Mrs. Judson, Mrs. Frank Judson, Mrs. E. Updike, Miss Lucie Updike, Mrs. Byron Smith, Mrs. N. B. Updike and Mrs. William Yetter.

Miss Mohler will entertain at luncheon at her home Saturday.

The members of the Charmonte club were guests of Miss Daisy Rogers at Thursday afternoon's meeting, twenty-one members being present. The prizes of the afternoon were won by Miss Hallie Paterson and Mrs. G. W. Manchester. Miss Patterson will entertain the club at its next meeting.

Mrs. C. W. Hull entertained at luncheon Thursday complimentary to Miss Cory of Denver, who is the guest of Mrs. H. H. Baldrige.

A reception was tendered Rev. and Mrs. Edwin Hart Jenks by the members of the pastor's congregation at his home, 410 North Twenty-second street, Thursday afternoon from 3 to 5 o'clock and from 8 to 10 o'clock in the evening. All through the hours for the reception there was almost a continual stream of people into the Jenks' home, and the house was crowded to its utmost capacity by the numbers seeking admission to welcome the returning family. The women of the congregation who assisted at serving were Mesdames Merriam, Henry, Dempster, Townsend, Hicks, Gibbs, Smith, Milroy, Powers, Sarson, Bradley, Marshall and Lowrie. The young women were Misses Alice Carey McGrew, Margaret Kennedy, Elouise Jenks, Nina Criss, Bessie Hicks, Bannie Adams, Isabelle Milroy, Elsie Johnson, Beulah Evans, Tinkler, Cahill, Lowrie and Merriam. Mesdames Offutt, Carrier, Wilhelm and Howard Kennedy, jr., had charge of the dining room.

Miss Alice Montgomery has returned from the east and has apartments at 2567 Farnam street.

Mrs. Walter Blixt has returned from a five weeks' visit with her sister, Mrs. Hollis of Detroit.

Mrs. C. B. Coon has returned from Lincoln, where she attended the wedding of a niece.

Mrs. Max Berkenroad gave a matinee party at the Orpheum Thursday afternoon to her guest, being a party of young girls. They were: Misses Gladys Viet, Lily Samuelson, Marie Lacy, Corinne Ettinger, Marie O'Brien, Angela Hertzberg and Helen O'Brien.

A very pretty home wedding was solemnized Wednesday evening at 8 o'clock at the residence of Mrs. Payne, 923 North Twenty-seventh street, that of Miss Laura S. Grimm and Mr. Charles A. Lund of Duluth, Minn., Rev. William Gorat officiating. There were about twenty relatives and friends present. Mr. and Mrs. Lund will make their home in Omaha.

CROW SURVEY NOW COMPLETE

Indian Land to Be Thrown Open for Settlement is Mapped Out.

Commissioner General Richards of the land department of the United States has announced the survey of the Crow Indian reservation in Montana is complete. A portion of this land will be allotted to the Indians, after which the unallotted portion will be disposed of under the homestead, mineral and townsite laws by proclamation of the president. The examination in the field is complete and plats are being prepared for the approval of the department.

MAN HAS TOO MANY GARMENTS

Citizen with Nineteen Pairs of Overalls and Six Shirts is Asked to Explain.

The police are holding nineteen pairs of new overalls, six black shirts and seven jumpers for a claimant. The articles were found in a satchel carried by Harry Sullivan, who was arrested Thursday by Detective Savage on suspicion. As Sullivan could not give a satisfactory account of himself or the garments he is being held for investigation.

WOODMEN HELP THE HELPLESS

Send Money to the Sufferers at San Francisco and Bellevue, Texas.

The executive council of the Woodmen of the World, which is in session in Omaha, has raised $5,000 for the relief of the California sufferers and will get more. Friday $2,000 was sent to San Francisco. The council is also collecting money for the destitute people of Bellevue, which was struck by a tornado. The sum of $150 was sent today, and $200 was sent last week.

Surgeon in Hospital.

Police Surgeon C. L. Wills went to the Omaha General hospital Wednesday evening in order to secure better treatment for the case of septic poisoning which he had the misfortune to contract in the fore finger of the left hand about two weeks ago. While he has succeeded in checking the spread of the infection, so but a small portion of the member is affected, alarm because of the failure of the disease to show any great improvement caused him to go to the hospital.

Dunlap Straw Hats

AND

John B. Stetson Straw Hats

SHOWN EXCLUSIVELY BY

B. EDWARD ZEISS

— Successor to —

C. H. FREDRICK CO.

1504 Farnam St., Omaha.

SUPREME COURT SYLLABI

13813. Fremont, Elkhorn & Missouri Valley Railroad Company against Baghdad. Error, Post. On rehearing, former opinion modified. Letton, J.

1. Upon re-examination of the question, the sixth paragraph of the syllabus to the former opinion is disapproved and former opinion modified.

13892. Eliason against Winterer. Appeal, Keigh. Reversed and remanded with instructions. Ames, C., Division No. 1.

1. Concerning simple acts of trespass equity has in most cases no jurisdiction, but if the nature and frequency of trespasses are such as to prevent or threaten the substantial enjoyment of the rights of possession and property in land, an injunction will be granted.

13899. Stroomer against Van Orsdel. Error, Gage. Former opinion adhered to. Barnes, J.

1. An agreement for purely professional services, such as "collecting facts, preparing and submitting to the Indians and proper authorities of the government of the United States, arguments upon the merits of the claims of those holding Indian lands purchased from the government for a reduction, and upon the justice and advisability of a reduction of the purchase price of such lands, as may be necessary and proper to secure such reduction," is valid.

2. The fact that the agent or attorney, in carrying out his agreement, and as incidental thereto, appears before a committee of both houses of congress and explains the nature of the bill prepared by the secretary of the interior, authorizing him to grant the reduction of the price of such lands, agreed upon, does not render such contract void, or preclude the attorney from recovering the compensation expressed therein, for his services. Trist against Child, 21 Wall, 441.

3. Former opinion herein, — Nebr., —, 102 N. W., 1063, modified and adhered to.

13864. Gutschow against Washington County. Error, Washington. On motion for rehearing, motion for rehearing overruled. Letton, J.

1. When an action is brought to recover damages occasioned by the construction of a drainage ditch and it appears that the special benefits received by any particular tract of land exceed that portion of the cost of the ditch apportioned to it the special benefits in excess of the cost may be set off against consequential damages.

13898. Habig against Parker. Error, Nemaha. Affirmed. Duffie, C., Division No. 2.

1. A petition setting up numerous and continued trespasses to personal property states but one cause of action and is not subject to a motion to divide and number.

2. It is unnecessary in most actions where the demand is unliquidated and sounds wholly in damages and where there is but a single cause of action, to state specifically and in amounts the different elements or items which go to make up the sum total of the damages. It is enough generally to claim so much in gross as damages for the wrongs done. In case, however, the pleader elects to claim a named sum for any one or more of the items of claimed damages he is restricted in his recovery on these items to the amount named in his petition and the court should so charge.

3. It is not reversible error to charge that the measure of damages for injury to or destruction of bearing fruit trees is the market value of such trees, where the party complaining tendered and procured the court to give an instruction stating the same rule of damages.

14072. Hawley against Pound. Appeal, Washington. Affirmed. Jackson, C., Division No. 2.

14073. Hawley against Barry. Appeal, Washington. Affirmed. Jackson, C., Division No. 2.

14074. Hawley against Neilson. Appeal, Washington. Affirmed. Jackson, C., Division No. 2.

14075. Hawley against Neilson. Appeal, Washington. Affirmed. Jackson, C., Division No. 2.

14076. Hawley against Jahnel. Appeal, Washington. Affirmed. Jackson, C., Division No. 2.

14123. Wessel against Bishop. Error, Lancaster. Affirmed. Epperson, C., Division No. 1.

1. Rulings of the court upon objections to instructions given and refused, examined and held without error.

2. Proof of mere indiscretion in the conduct of a juror is not sufficient to avoid a verdict, but the proof must show that his conduct is of such a character that prejudice may be presumed.

14126. Deemer & Guilfoil against Grant County. Affirmed. Epperson, C., Division No. 1.

1. The action of the County Board of Equalization in fixing the place for listing and assessment of personal property, under the provisions of section 42, article 1, chapter lxxvii, of the Compiled Statutes, will not be disturbed unless an abuse of discretion is shown.

14137. Parker against Leech. Error, Furnas. Reversed and remanded. Jackson, C., Division No. 2.

1. Ordinarily an agent authorized to receive payment has no authority to commute his principal's debt for a debt due from himself to his principal's debtor, nor to receive payment other than in money.

2. Evidence examined and held insufficient to sustain a finding of payment.

14147. Reeves & Co. against Curlee. Error, Red Willow. Reversed and a new trial awarded. Ames, C., Division No. 1.

1. Evidence examined and held insufficient to support the verdict.

14163. Morris against Persing. Error, Merrick. Reversed and remanded. Epperson, C., Division No. 1.

1. The making of a written contract by a mortgagor of chattels in possession, providing for the sale and future disposition of the property, and providing for the payment or satisfaction of the mortgage indebtedness, is neither malum in se nor malum prohibitum.

2. The giving of instructions set out in the opinion held error.

14166. Gray against Nolde. Error from Clay county. Reversed and dismissed without prejudice. Duffie, C.

Gray had purchased from Nolde 160 acres of land at the agreed price of $6,000, $1,000 of which was paid in cash, the balance to be paid at Gray's option with 6 per cent interest, payable annually. Some three years after the date of purchase Gray tendered to Nolde the remainder of the purchase price with the accrued interest and demanded a deed, which was refused, and he thereupon commenced an action to recover the purchase money paid and the increased value of the land and recovered judgment for about $4,000. Nolde superseded this judgment and appealed therefrom to the supreme court. While the action was pending in the court Nolde commenced an action against Gray to recover possession of the land (Gray still remaining in possession) and for the rents and profits. He recovered judgment for the possession and $825 damages from which this appeal was taken by Gray. Held, that if Nolde had submitted to the judgment obtained against him by Gray and satisfied the same he would be entitled to possession of the land, but that having appealed from the judgment and refusing to recognize it as settling their rights relating to the land, he could not use it to oust Gray from possession.

14172. Jenkins against Campbell. Appeal from Dundy county. Reversed and remanded with instructions. Jackson, C. Division No. 2.

Pending an appeal from a judgment rendered in justice's court the judgment creditor procured and filed in the district court a transcript of the proceedings had before the justice of the peace, and after dismissal of the appeal and an order remanding the cause to the justice for further proceedings, caused an execution to issue out of the district court on the transcript so filed; held, that the execution was void.

14178. Talntor against Abrams. Appeal from Knox county. Affirmed. Duffie, C. Division No. 2.

1. A mortgage made to a trustee may be foreclosed by him without joining the beneficiary as a plaintiff.

2. Where the beneficiary is made a co-plaintiff with the trustee in a foreclosure action and dies while the suit is pending, irregularity or error in reviving the suit in the name of his administrator is without prejudice to further proceedings in the case, as he was not a necessary party plaintiff.

3. A mortgagor's possession of the mortgaged premises after foreclosure and sale will not become adverse until notice to the purchaser that he is holding in hostility to his title.

14179. Pine against Mangus. Appeal from Red Willow county. Reversed with instructions. Epperson, C. Division No. 1.

A mortgagee of real estate assigned its mortgage and guaranteed the payment thereof, and thereafter collected the principal and interest, but failed to account therefor to its assignee, who instituted this action to foreclose the mortgage. Evidence examined and held sufficient to show that the mortgagee was the agent of its assignee, and the payments to it satisfied the mortgage indebtedness.

14181. The Security Mutual Life Insurance Company against Ress. Appeal from Lancaster county. Affirmed. Jackson, C. Division No. 2.

1. The fact that an agent is temporarily employed in transacting the business of a domestic corporation in a county other than the one where the corporation has its principal place of business does not subject such corporation to the jurisdiction of the courts of that county under the provisions of section 55 of the Code of Civil Procedure.

2. The residence of a person who is employed as the agent of a domestic corporation is personal and is immaterial in an inquiry as to whether a domestic corporation is situated in a county within the meaning of said section.

14183. Jakway against Proudfit. Error from Lancaster county. Reversed and remanded. Oldham, C. Division No. 1.

1. False representations as the basis of an action, whether for damages or for the rescission of a contract, are such only as in some manner actually mislead the party to his damage. American Building and Loan Association against Bear, 48 Neb., 455, followed and approved.

2. Action of the trial court in excluding testimony offered by the defendant examined and held prejudicial.

3. Instructions examined and held prejudicial.

14188. Topliff against Richardson. Appeal from Kearney county. Affirmed. Duffie, C. Division No. 2.

14187. Topliff against Richardson. Appeal from Kearney county. Affirmed. Duffie, C. Division No. 2.

1. Service by publication was attempted on three defendants. Two of the defendants were residents of the state and the third, a nonresident, had died previously to the publication of the notice. Held, that a decree entered on such attempted service was void.

2. There can be no merger unless a greater and a less estate meet in the same person, holding in the same right nor where intervening rights or estates intertere, nor where the intention to keep the estate distinct may be inferred or has been expressed.

3. Proof of the statute of a sister state and of a judicial record appointing trustees examined and held sufficient.

4. The title conveyed under a tax sale is not derivative, but a new title, and the purchaser, if his deed is valid, takes free from any incumbrance claims or equities connected with the prior title.

5. One purchasing at judicial sale is estopped from questioning the validity of an incumbrance shown by the appraisement and deducted from the appraised value of the estate sold, where he makes no objection to the validity of the incumbrance prior to the sale.

14192. Shuman against Heater. Appeal from Lancaster county. Affirmed. Albert, C. Division No. 2.

1. No particular form of words is necessary to constitute a warranty as to the quality or soundness of chattels; any form of words whereby a vendor, for the purpose of inducing a sale, makes affirmation pending the negotiations, that the subject matter of that sale is of a particular quality or fitness, will constitute a warranty when relied upon by the purchaser.

2. Evidence examined and held sufficient to show: (1) That the defendant sold a team to the plaintiff; (2) That he warranted the team to be sound; (3) A breach of such warranty.

14196. Union Pacific R. R. Co. against Nelson. Error Custer county. Affirmed. Oldham, C. Division No. 1.

1. Evidence examined and held sufficient to sustain the judgment of the district court.

2. Instructions examined and held not prejudicial.

14197. Cuatt against Ross. Error Buffalo county. Affirmed. Ames, C. Division No. 1.

When the evidence is insufficient to support an alleged counterclaim the defendant can not complain of error in the giving or refusing of instructions having reference to it.

14201. Clark & Leonard Investment company against Lindgren. Appeal from Hitchcock county. Affirmed. Ames, C. Division No. 1.

1. An objection that an application for a writ of assistance to put a purchaser at a judicial sale into possession has been too long delayed, is addressed to the sound discretion of the court and where it is not made to appear that new rights have intervened or that the defendants have been prejudiced by the delay, such an objection will not be upheld.

2. The grantee of a purchaser at a judicial sale is not necessarily incompetent to prosecute an application for a writ of assistance to put him into possession and whether he shall be permitted so to do or not, is a matter dependent upon the circumstances and resting largely in the discretion of the court.

14203. Baker Furniture Co. against Hall. Error, Douglas county. Affirmed. Epperson, C. Division No. 1.

A corporation organized for the sole purpose of continuing the business of a partnership firm, which takes over to itself the ownership and control of the assets thereof thereby assumes the debts of such firm to the extent of the property so received.

14441. O'Neill & Baldwin against State Error, Boone county. Reversed and remanded. Barnes, J.

1. Where, in a prosecution for a violation of the provisions of section 20, chapter 50 of the compiled statutes entitled "Liquors," intoxicating liquor is found and seized in the possession of the accused, or is shown to have been in his possession and kept by him at his place of business, by other competent evidence, the statutes makes such possession, when not satisfactorily explained, presumptive evidence of guilt and such possession and keeping may be sufficient to sustain a conviction. Peterson against State, 63 Nebr., 251.

2. It is not every kind of possession of intoxicating liquor, however, that raises the presumption that it was kept for an unlawful purpose and when the evidence on the part of the prosecution shows that the liquor in question was not kept by the accused and that his possession of or connection with it was of such a nature that he could not have sold or disposed of it unlawfully, that such liquor, when seized, was not in his possession, but was rightfully in the possession of another, such evidence alone will not sustain a conviction.

14464. Klawitter against State. Error, Pierce. Reversed and a new trial ordered. Letton, J.

1. The rule is settled in this state that in cases of rape, unless the testimony of the prosecutrix is corroborated on material points, where the accused testifies as a witness on his own behalf and denies the charge, her testimony alone is not sufficient to warrant a conviction. Matthews against State, 19 Nebr., 330.

2. Evidence examined and held not sufficient to sustain the verdict of conviction.

14487. Simmons against Kelsey. Appeal, Johnson. Affirmed. Albert, C. Division No. 2.

1. A plea in abatement was stricken on plaintiff's motion; the defendants then incorporated the same matter, with a plea to the merits, in the answer and fully litigated such matter. Held: That they were not prejudiced by the ruling on the motion to strike.

2. Where the mental capacity of the plaintiff to maintain the suit is in issue her disposition, aside from the question of her mental integrity, is not involved and is not a subject of expert investigation.

3. Where the plaintiff reasonably understands the nature and purpose of her suit, the effect of her acts with reference thereto, and has the will to decide for herself whether it shall be brought and prosecuted, she has sufficient mental capacity to maintain it.

4. The dismissal, by a child, of proceedings instituted by her for the appointment of a guardian for her mother on the ground of the incompetency of the latter, is not a valid consideration for a promise made by the mother to such child.

5. Public policy will not permit one who institutes such proceedings to make the prosecution or the abandonment thereof a source of profit to herself.

6. Evidence examined and held sufficient to sustain a finding that plaintiff's assent to a contract was obtained by undue means and without consideration.

13691. Chicago, St. Paul, Minneapolis & Omaha Railway Company against McManigal. Error from Douglas county. On rehearing, reversed and remanded. Sedgwick, C. J.

1. Two inconsistent findings of a jury upon the same issue, if based upon conflicting evidence, nullify each other. Such findings will not support a judgment. If one is the only finding possible under the evidence a judgment thereon in favor of one of two joint defendants will be sustained, and a finding upon the same issue against the other defendant, being wholly unsupported by the evidence, will be reversed.

2. It is not the practice of this court to dismiss a law action upon reversing a judgment of the district court for want of evidence to sustain it. The cause is remanded to the district court for further proceedings.

13958. Eager against Eager. Appeal from Douglas county. Motion for rehearing overruled; former opinion modified. Letton, J.

14221. Rogers against Omaha. Error, Douglas. Reversed and remanded. Oldham, C. Division No. 1.

1. Hurford against Omaha, 4 Neb., 350; Goodrich against Omaha, 10 Neb., 99; McCovock against Omaha, 30 Neb., 64, examined, approved and distinguished.

2. 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. Lincoln Land company against Village of Grant, 57 Neb., 76, followed and approved.

14080. Union Pacific Railway Company against David Bradley & Co. Appeal from Douglas county. Reversed; plaintiff's petition dismissed. Oldham, C. Division No. 1.

Specific performance of a contract for the sale of real estate will not be awarded at the suit of the vendee or his assignee where the evidence discloses gross laches in making the payments stipulated for in the contract where time is made of the essence of the contract by the agreement of the parties.

14168. McCreary against Creighton. Appeal from Douglas county. Affirmed. Oldham, C. Division No. 1.

1. Shelby against Creighton, 65 Neb., 486, approved and followed so far as applicable to the present issues.

2. A judgment of a court of competent jurisdiction against a minor defendant properly served and represented will not be set aside on account of the minority of the defendant, unless the action for that purpose is commenced within one year after the minor arrives at the age of 21 years, as provided in section 442 of the Code of Civil Procedure; after that time a judgment against a minor defendant will be set aside only for such causes as are sufficient to set aside a judgment against an adult.

3. A minor, suing as a plaintiff on a cause of action, will be bound by the judgment rendered therein the same as an adult would be, if the suit was brought and prosecuted in good faith for the minor's benefit.

4. Prior judgments rendered in the matter of the estates of Edward Creighton and of Mary Lucretia Creighton and pleaded as a defense in this action, examined and held, to constitute a bar to the cause of action instituted by the plaintiffs herein.

14141. Bush against Griffin. Appeal from Hayes county. Affirmed. Albert, C. Division No. 2.

1. While the fact that one claiming title by adverse possession failed to pay taxes on the land during his occupancy would not of itself, necessarily, defeat his claim, it is entitled to weight as tending to show that he did not intend to claim title as against the rightful owner.

2. Where such occupant entered originally without color of title or claim of right, and the acts relied on to show entry and occupation were consistent with a mere intention to trespass from time to time until interfered with by the true owner, his testimony that he intended to take possession and hold and occupy as owner, uncorroborated by acts necessarily indicating such intention, is not sufficient to require a finding in his favor. Knight against Denman, 64 Neb., 814.

3. Evidence examined and held, to bring the case within the foregoing rule.

14142. Bush against Brown. Appeal from Hayes county. Affirmed. Albert, C. Division No. 2.

This is a companion case to Bush against Griffin et al., No. 14141, decided at this sitting, and is governed by the same rule.

14120. Gering against School District No. 28. Error from Cass county. Reversed and remanded. Albert, C. Division No. 2.

1. A compromise, whereby one party agrees to pay and the other to receive a certain sum in satisfaction of a doubtful claim, rests upon a sufficient consideration.

2. But if the claimant, knowing that his claim is groundless, forces the other party to a compromise by a threat of suit, there is no consideration and the compromise will not be enforced.

3. Forbearance to prosecute proceedings for the reversal of a judgment is a sufficient consideration for a compromise, and unless the good faith of the claimant in pressing his claim is put in issue, whether he intended to prosecute such proceedings is immaterial.

4. One of the essentials of a judgment offered in support of a technical plea in bar is, that it was rendered in a suit involving the same subject matter as that in which the plea is interposed, and, lacking that element, it is not available in support of such plea.

5. Where the second action is on a different claim or demand, the judgment in the former operates as an estoppel only as to those matters in issue upon the determination of which the judgment was rendered.

6. In such cases the rule is that if there be any uncertainty in the record as to the issues actually tried or adjudicated in the former suit, the whole subject matter of the action will be at large, unless the uncertainty be removed by extrinsic evidence, and the burden of proof is upon the party relying upon the estopple to show that a question raised in the present suit was litigated and determined in that in which the judgment was rendered.

7. In an action upon the promise of a school district to pay a certain amount in composition of a doubtful claim, one of the defenses was that the claimant secured the adoption of a resolution for the compromise by threats and intimidation, and there is evidence tending to support such defense; held that evidence as to his reputation in the vicinity as to being peaceable or otherwise was properly received.

8. Declarations of parties made at a meeting where such resolution was adopted, tending to show that they were intimidated and for that reason left the meeting and refrained from voting on the resolution, are properly receivable in evidence as a part of the res gestae.

14180. Willits against Willits. Appeal from Harlan county. Affirmed. Albert, C. Division No. 2.

1. While our law defines marriage as a civil contract, it differs from all other contracts in its consequences to the body politic and for that reason in dealing with it, or with the status resulting therefrom, the state never stands indifferent, but is always a party whose interest must be taken into account.

2. A marriage, where one of the parties is under the age of consent, but who is competent by the common law, is not void, but merely voidable and until annulled by a court of competent jurisdiction, is valid for all civil purposes.

3. A court annulling a marriage at the suit of a husband who is under the age of consent when the marriage was solemnized may require him to pay a reasonable amount for the support and nuture of the issue of such marriage.

4. In such case, the court may also require the husband, if the circumstances of the party warrant it, to pay reasonable suit money to enable the wife to make a defense, and to reimburse her for expenditures on behalf of the family during the existence of the marriage relation.

5. Suit money may be allowed, in the sound discretion of the court, at any stage in the litigation, and may be included in the final decree.

RHEUMATISM

TROUBLESOME PAINS AND ACHES

While Rheumatism is usually worse in Winter because of the cold and dampness of a changing atmosphere, it is by no means a Winter disease entirely. Persons in whose blood the uric acid, which produces the disease, has collected, feel its troublesome pains and aches all the year round. The cause of Rheumatism is a sour, acid condition of the blood, brought about by the accumulation in the system of refuse matter, which the natural avenues of bodily waste have failed to carry off. This refuse matter coming in contact with the different acids of the body, forms uric acid which is absorbed by the blood and distributed to all parts of the body, and Rheumatism gets possession of the system. Rheumatic persons are almost constant sufferers; the nagging pains in joints and muscles, are ever present under the most favorable climatic conditions, while exposure to dampness or an attack of indigestion will often bring on the severer symptoms even in warm, pleasant weather. Liniments, plasters, lotions, etc., relieve the pain and give the sufferer temporary comfort, but are in no sense curative; because Rheumatism is not a disease that can be rubbed away or drawn out with a plaster. S. S. S. is the best treatment for Rheumatism; it goes down into the blood and attacks the disease at its head, and by neutralizing the acid and driving it out, and building up the thin, sour blood, cures Rheumatism permanently. Being made entirely of roots, herbs and barks, S. S. S. will not injure the system in the least. Book on Rheumatism and any medical advice without charge.

S.S.S.

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Saturday Marks the Beginning

of a sale without a parallel in the annals of credit merchandising. To acommodate our largely increased trade and stock, we have leased the three-story building next door west, while alterations are being made we are selling our present stock of

Men's and Ladies' Clothing

At 25% to 50% Discount.

Bargain Prices For SATURDAY

Men's $20.00 Suits, aristocratic garments, better than most custom-made in their graceful appearance, a great variety of appropriate fabrics, patterns and designs, on sale Saturday only, for..... **$14.50**

CASH OR CREDIT ON YOUR OWN TERMS

Men's $15.000 Worsted Suits, in blacks and grays, hair cloth fronts, satin lined, Saturday, only, for..... **$9.75**

LADIES' SUITS

$35.00 and $37.50 costumes, in beautiful creations, French Panama, all colors, Eton jacket, beautifully trimmed, circular or pleated skirt, for..... **$23.50**

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San Francisco and Los Angeles, June 25 to July 7	$52.00
One way via Portland	54.50
San Francisco, Los Angeles, Portland and Seattle, daily after June 1st	60.00
One way via Shasta Route	73.50
Portland and Seattle, June 18 to 22	50.00
One way via California	62.50
Spokane, Wash., after June 1	55.00
Butte and Helena, after June 1	50.00
Yellowstone Park Tour, after May 28	75.00
Salt Lake City and Ogden, after June 1	30.50
Glenwood Springs, Colo. after June 1	29.50
Denver, Colorado Springs and Pueblo, after June 1.	17.50
Denver, Colorado Springs and Pueblo, July 10 to 16	15.00
Cody, Wyo., after June 1	30.10
Sheridan, Wyo., after June 1	26.40
Deadwood and Lead, S. D., after June 1	18.75
Hot Springs, S. D., after June 1	16.40
Chicago, Ill., after June 1	20.00
St. Louis, Mo., after June 1	18.50
Milwaukee and Madison, Wis., after June 1	20.00
Mackinac Island, Mich., after June 1	26.25
Charlevoix, Mich., after June 1	24.40
Petoskey, Mich., after June 1	24.40
Detroit, Mich., after June 1	33.50
Buffalo and Niagara Falls, after June 1	41.00
Montreal, Quebec, after June 1	53.00
Boston, Mass., May 31, June 2, 3 and 4	32.75

Better call or write and let me plan your summer vacation for you. I can give you all the latest information and free descriptive literature.

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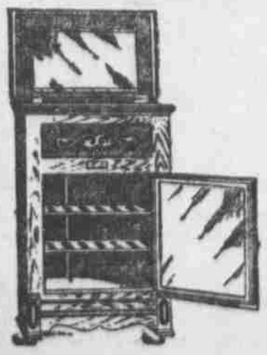

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Height, 42 inches; length, 27 inches; depth, 17 inches. Made of thoroughly seasoned ash, carefully finished. Has sanitary cleanable flues and drain pipe; strong, solid, bronze lock and hinges; galvanized steel linings; ice rack which can be easily removed.

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