FOR EXCHANGE

FOR EXCHANGE

8-room house, modern except heating, good barn, lots of fruit, large lot, paved street and sidewalk; trade equity for one or two good vacant lots.

Canada farm of 320 acres, near good railroad, to exchange for good city renting property.

I. N. HAMMOND,
821 Board of Trade.
Z—653 2

AN up-to-date stock of hardware and good stone building, 25x90, with a sheetiron addition, 25x50, and I will exchange for good farm land; stock and building at a cash price of $10,000, or will put the building in at $4,000 and invoice the stock. I will consider any good farm land, but it must be put in at its actual cash value, the same as I am doing with this stock and building. Address all communications to Lock Box 215, Omaha, Neb. Z—368 3

FOR SALE OR EXCHANGE—No. 379, a fine stock of general merchandise, located in a good Kansas town; will invoice about $8,000; a fine paying business. Will exchange for well improved farm. No. 169, a fine drug stock, located in a good Iowa town of 10,000 inhabitants, will invoice about $15,000. Will sell for cash, on easy terms, or exchange for good real estate. Globe Land and Investment Co., Omaha, Neb. Z—652

YOUR NAME and address printed 10,000 times and sent to 10,000 firms all over the world so they can send you mail; we invented this and have satisfied 200,000 customers. Send 20c at once to be in the 1907 big issue and get a big mail free. Allen, the mail man, Dept. D 67, Kennedy, N. Y. Z—854 2

TO EXCHANGE—Stocks of goods, farms, lands, business and residence properties, ranches, hotels, flouring mills, elevators, lumber yards, etc.; over 2,500 propositions to exchange; can match most any deal. Call or send us full description of what you have to exchange. Warren Harman, Cedar Rapids, Ia. Z—373 2

IF YOU do not find what you want in this column put an ad. in and you will soon get it. Z—932

WANTED—To exchange clean up-to-date stock of groceries and hardware invoicing about $12,000, for Iowa or western land. Stock located in hustling Illinois town with a business of $40,000 yearly. Poor health reason for exchanging. A money maker for some one. Address Y 164, Omaha Bee. Z—M587 2

FOR SALE OR EXCHANGE—Fine business block in central Illinois town of 20,000 population; rents $11,000; owner will consider merchandise, land or other property in exchange. Box 81, Independence, Iowa. Z—946 2

HORSES AND WAGONS FOR SALE

FOR SALE—One bay, 3-year-old mare, a great prospect, very best trotter, weighs 950 lbs.; standard and registered, her sire is Major McTeer 39221, her dam is Steamlet 865; grandam, Proxy, by Happy Medium 400. You can buy this guaranteed mare for $375. Al Marks, Stanton, Neb. P—M619 3

HORSES—All kinds. Myers, 1715 Jackson. P—M986 1

HORSES wintered; large box stalls; no barb-wire fencing. Keystone Stock Farm. Tel. Benson 3181. P. O. address, Benson. P—M329 22

FOR SALE—Cheap, 9-year-old bay horse, good order, weighs about 1,050 pounds; gentle, just right for family or delivery horse. Ed J. Brown, 428 N. 40th St. 'Phone Harney 2351. P—M951 3x

When You Write to Advertisers

remember it takes only an extra stroke or two of the pen to mention the fact that you saw their ad in The Bee.

PRINTING

LYNGSTAG & JORVE, High grade 1907 Calendars, S. E. corner 16th St. and Capitol Ave. —707

CENTRAL PRINTING CO.—Fine job work; typewritten letters. 110 S. 17th St., 1½ blocks north Bee Bldg. —M741 12

THE ACORN PRESS. Tel. Douglas-3792. Commercial printers, 1510 Howard St. —M221 13

WATERS PRINTING CO., 1307 Howard St. —M731 Feb27

COMPLETE line of 1907 calendars. Snell Printing Co., 310 S. 12th St. —M135 2

PATENTS

F. J. LARSON & CO., patent lawyers; patent book free. Bee Bldg., Omaha, Neb. —705

SHARPE MACHINE SHOPS—Patents procured, inventions developed, drawings, patterns, castings, machine work. 604-612 S. 10th St. —734

PATENTS procured and sold, 1 fee. Nat'l Investment Co., Douglas Block, 16th and Dodge. —424 6

DANCING

MORAND'S winter term for children at 210 S. 18th, Creighton Institute, will begin Saturday, December 8; beginners, 2 p. m.; advance, 3:30 p. m.; terms, four months, beginners $10, advance $8. 'Phone Douglas 1041. Adults, 15th and Harney; lessons Tuesdays and Fridays 8 p. m.; assemblies Wednesday —M612 26

MUSIC AND LANGUAGES

CHATELAIN School of Languages. Day and evening classes. French, German, Spanish. Fencing. Davidge Bldg. —826 14

VOICE instruction; opera oratorio, concert, etc. Grace A. Hitchcock, 625 S. 19th St. 'Phone Taylor-4559. —M500 9x

POOL AND BILLIARD TABLES

PASSOW'S new billiard and pool tables are the best money can buy and are sold much cheaper; easy payments; catalogue free. Charles Passow & Sons, 216 S. 19th St. —M476 D8

OSTEOPATHY

JOHNSON INSTITUTE, 418 N. Y. L. Tel. Douglas-1664. —672

DR. BOWSER—Over 1500 Farnam. Tel. Douglas-6370. —M613 26

DETECTIVE SERVICE

WETMORE Detective Service, 'phone Red 7401, rooms 13 and 14, Union Blk., 15th and Farnam. —M875 D16

AMERICAN DETECTIVE ASSOCIATION, County Superintendent, P. O. Lock Box 457, Omaha. —M852 D15x

CHIROPODY AND MANICURING

DR. ROY, chiropodist; Miss Alice Hall, manicure. Room 2, 1506 Farnam. Tel. Douglas-6497. —M200

WINES AND LIQUORS

SOL S. GOLDSTROM—Whiskies, wines and liquors for family use. Mail orders given prompt attention. Send for price list. South Omaha, Neb. Opposite Stock Yards.

WANTED—TO BUY

WANTED—To buy secondhand furniture, stoves, carpets, clothing and shoes; pay the best prices. Tel. Douglas-6971. N—M748 12

FLORISTS

HESS & SWOBODA, 1415 Farnam. —710

L. HENDERSON, 1519 Farnam. Tel. Doug. 1258. —711

MONUMENTS

Great Western Granite Co. Douglas 6821. —M118 D17

SUPREME COURT SYLLABI

In the supreme court of the state of Nebraska opinions were filed on November 22, 1906, as follows:

14211. Gordon against Omaha. Appeal from Douglas. Affirmed. Duffie, C. Division No. 2.

1. An attorney may, by virtue of his retainer, receive and receipt for money due his client in a case in which he is employed and the act will bind his client unless the party paying it had notice of a revocation of the attorney's authority to act in the case.

2. Notice affecting a city must, under section 7453, Cobbey's statutes, be in writing and be served on the mayor or acting mayor, or in the absence of both from the city, upon the city clerk.

3. An objection to the admission of evidence on the ground that the petition does not state facts sufficient to constitute a cause of action, may be taken at any time during the progress of the trial and is not waived by answer or failure to demur. Where the objection is sustained and the plaintiff elects to stand on his petition or does not take leave to amend the same, judgment should be entered for the defendant.

4. Whether a city officer may bind the city by assigning his salary prior to the issue of a warrant therefor, not discussed or determined.

14469. Thostesen against Doxsee. Appeal from Custer. Affirmed. Oldham, C. Division No. 1.

Under the provisions of section 5, chapter xxxii, Compiled Statutes, as amended in 1903, an oral contract for the leasing of lands for a period of more than one year from the making thereof is void.

14475. Continental Trust Company against Peterson. Appeal from Douglas. On rehearing former opinion approved as modified. Barnes, J.

1. An order to be final and reviewable on error or appeal must dispose of the merits of the case and leave nothing for the further judicial determination of the court.

2. The appointment of a corporation as executor or administrator is not contemplated or authorized by the laws of this state, but whether such appointment can be collaterally attacked is not determined.

3. Former opinion herein, reported in Neb., 107 N. W., 786, modified and adhered to.

14483. First National bank of Madison against School District No. 1 of Madison. Appeal, Madison. Reversed and remanded with directions. Albert, C. Barnes, J., not sitting.

1. Where a bond given by a contractor, conditioned on the faithful performance of a building contract on his part, provides that in case of default on his part the surety may take possession of the building and complete the work, and, that in such event, "the reserve in the hands of the owner (of the building) together with any other moneys, due or to become due," shall be paid by the owner to the surety, in order to determine the rights of the surety under the provision, the building contract proper and the bond should be construed together as constituting a trilateral contract inter partes.

2. In such case, where the contractor defaults and the surety completes the building according to contract, the latter does not stand in the position of assignee, with respect to the "reverse" in the hands of the owner, and "other moneys due or to become due," but as an original party to the trilateral contract.

3. Future earnings or profits, under an existing contract, either public or private, are assignable.

14484. Clinebell against C. B. & Q. Ry.

LEGAL NOTICES

$200 REWARD.

Pursuant to resolution adopted by the Board of County Commissioners November 20, 1906, a reward of $200 (two hundred dollars), is hereby offered for information leading to the arrest and conviction of the person or persons guilty of the murder, abduction or kidnaping of Viola Ayres, 14 years of age, who disappeared from her home in the town of Waterloo, Douglas county, on or about the 23d day of November, 1906.

FRED BRUNING, Chairman.
D. M. HAVERLY, County Clerk.

RAILWAY TIME CARD

UNION STATION—TENTH AND MARCY

Union Pacific.

	Leave.	Arrive.
Overland Limited	a 9:56 am	a 8:15 pm
The China and Japan Fast Mail	a 4:15 pm	a 5:10 pm
Colo. & Calif. Ex.	a 4:15 pm	a 9:30 am
California & Ore. Ex.	a 4:25 pm	a 5:10 pm
Los Angeles Limited	a12:06 pm	a10:45 pm
Fast Mail	a 1:55 am	a 5:00 pm
Colorado Special	a 7:45 am	a 7:44 am
North Platte Local	a 8:10 am	a 4:50 pm
Beatrice Local	b 3:00 pm	b12:45 pm

Chicago, Rock Island & Pacific.

EAST.		
Chicago Limited	a 3:15 am	a 7:10 am
Iowa Local	a 7:00 am	a 4:30 pm
Chicago Mail		a 3:45 pm
Iowa Local	b12:05 pm	b 9:56 pm
Chicago (Eastern Ex.)	a 5:06 pm	a 1:35 pm
Chicago (Iowa Lmtd.)	a 6:35 pm	a12:25 pm
Des Moines Local		a 4:25 pm
WEST.		
Rocky Mountain Lmtd.	a 7:30 am	a 3:06 am
Colo. & Cal. Express	a 1:50 pm	a 4:50 pm
Okl. & Texas Express	a 4:40 pm	a12:05 pm
Lincoln Fairbury and Bellevue	a 8:50 pm	a 9:30 am

Chicago & Northwestern.

Cedar Rapids Pass.	a 7:05 am	a 5:06 pm
Twin City Express	a 7:50 am	a10:00 pm
Chicago Daylight	a 8:00 am	a11:15 pm
Chicago Local	a11:36 am	a 3:45 pm
Sioux City Local	a 3:50 pm	a 9:25 am
Carroll Local	a 4:33 pm	a 9:50 am
Sioux City Local		a 3:45 pm
Chicago Express	a 5:50 pm	a 7:30 am
Fast Mail	a 8:23 pm	a 8:30 am
Fast Mail		a 2:00 pm
Twin City Limited	a 8:25 pm	a 7:05 am
Overland Limited	a 8:38 pm	a 9:31 am
Chicago Limited	a11:00 pm	a11:51 am
Norfolk-Bonesteel	a 7:40 am	a10:35 am
Lincoln-Chadron	b 7:40 am	a10:35 am
Deadwood-Lincoln	a 3:00 pm	a 5:05 pm
Casper-Shoshoni	a 3:00 pm	a 5:05 pm
Hastings-Superior	b 3:00 pm	b 5:05 pm
Fremont-Albion	b 6:02 pm	b12:40 pm

Chicago Great Western.

St. Paul & Minneapolis.	8:30 pm	7:10 pm
St. Paul & Minneapolis.	7:45 am	11:50 pm
Chicago Limited	5:45 pm	9:00 am
Chicago Express	7:45 am	11:50 pm
Chicago Express	3:30 pm	3:30 pm

Missouri Pacific.

K. C. & St. L. Express	a 9:00 am	a 6:30 am
K. C. & St. L. Express	a11:15 pm	a 5:35 pm
Nebraska Local	a 2:05 pm	a11:40 am

Chicago, Milwaukee & St. Paul.

Chi. and Colo. Special	a 7:55 am	a 7:30 am
California and Ore. Ex.	a 5:45 pm	a 3:10 pm
Overland Limited	a 8:35 pm	a 9:20 am
Marion & Cedar R. Loc.	b 6:45 am	b11:00 pm

Illinois Central.

Chicago Express	a 3:00 am	a 3:55 pm
Chicago Limited	a 6:00 pm	a 7:30 am

Wabash.

St. Louis Express	a 6:30 pm	a 8:40 am
St. Louis Local (from Council Bluffs)	a 9:15 am	a10:30 pm
Stanberry Local (from Council Bluffs)	b 5:00 pm	b11:30 am

BURLINGTON STATION—10th & MASON

Burlington.

	Leave.	Arrive.
Denver & California	a 4:10 pm	a 3:30 pm
Black Hills	a 4:10 pm	a 6:30 pm
Northwest Special	a 4:10 pm	a 9:05 am
Northwest Express	a11:10 pm	a 6:30 pm
Nebraska Express	a 9:10 am	a 7:40 pm
Nebraska Local	a 8:00 am	
Lincoln Local		a 9:05 am
Lincoln Fast Mail	b 2:00 pm	a12:01 pm
Ft. Crook & Plattsm'th	b 2:50 pm	b10:25 am
Bellevue & Plattsm'th	a 7:50 am	a 8:30 am
Denver Limited		a 7:10 am
Bellevue & Pac. Junc.	a 3:30 am	a 8:20 am
Chicago Special	a 7:25 am	a 3:25 am
Chicago Express	a 3:45 pm	a 3:55 pm
Chicago Flyer	a 8:05 pm	a 7:25 am
Iowa Local	a 9:15 am	a10:53 pm
St. Louis Express	a 4:45 pm	a11:30 am
Kansas City-St. Joe	a10:45 pm	a 6:45 am
Kansas City-St. Joe	a 9:15 am	a 6:10 pm
Kansas City-St. Joe	a 4:45 pm	

WEBSTER STATION—15th & WEBSTER

Chicago, St. Paul, Minneapolis & Omaha.

	Leave.	Arrive.
Twin City Passenger	b 6:30 am	b 9:10 pm
Sioux City Passenger	a 2:00 pm	a11:30 am
Emerson Local	b 6:20 pm	b 9:10 am
Emerson Local	c 8:45 am	c 5:50 pm

Missouri Pacific.

Local via Weeping Water	a 8:05 am	a 6:20 pm
Falls City Local	a 3:50 pm	a11:20 am

a Daily. b Daily except Sunday. d Daily except Saturday. c Sunday only. e Daily except Monday.

OCEAN STEAMERS.

ORIENT Clark's 9th Annual Cruise, Feb. 7, '07, 70 days, by chartered S. S. "Arabic," 16,000 tons. Three Tours Round the World.
FRANK C. CLARK, 96 B'way, N. Y.

Co. Appeal, Custer. Reversed and remanded. Oldham, C. Division No. 1.

1. A railroad company is not liable for injuries caused by a team taking fright at the ordinary operation of a train upon its road. Hendricks against F., E. & M. V. Ry. Co. 67 Nebr., 120, followed and approved.

2. Evidence examined and held: Insufficient to sustain the judgment of the trial court.

14489. Sammons against Kearney Power and Irrigation Company. Appeal, Buffalo. Affirmed. Albert, C. Division No. 2.

1. While the general rule is that a subsequent purchaser, or lessee of mortgaged property, taking under a conveyance or lease from the mortgagor, takes subject to the mortgage, yet where the mortgage, in express terms or by clear implication, authorizes the mortgagor to make such sales or leases for the benefit of the mortgagee, a sale or lease, made in pursuance of such authority, is binding on the mortgagee and those claiming under him.

2. A corporation formed for the purpose of supplying water or water power is a quasi public corporation, and as such is bound to serve the public without unjust discrimination.

3. A clause of a contract of a corporation of that character, which, if enforced, would prevent its serving the public on such terms, is illegal and void.

4. In a suit for the foreclosure of such mortgage, and where the lessee is a party asserting the priority of his lease, the extent to which such lease is valid and enforceable, is a legitimate subject of inquiry and adjudication.

14494. Caproon against Mitchell Appeal, from Antelope. Affirmed. Duffie, C. Division No. 2.

1. An order overruling a motion to strike from a petition will not be reviewed on appeal when not assigned as error in the motion for a new trial.

2. The plaintiff purchased a horse from the defendant, giving his note for the purchase price. The horse was lost to the plaintiff on account of a chattel mortgage made prior to his purchase and his note had been transferred before due to a good faith purchaser. Held, that he might recover from the defendant the amount of his note and interest.

14497. Merriman against Degree of Honor. Appeal, from Lancaster. Reversed and remanded. Oldham, C. Division No. 1.

1. Where a married woman is the holder of a policy of life insurance, it is not a false representation for her to sign a certificate, when she is pregnant, stating that she is in sound bodily health, if the certificate is otherwise true.

2. Where a married women is an applicant for life insurance in a company that issues policies on the lives of married women, she is not required to inform the company of evidence of pregnancy discovered subsequently to her physical examination and application.

14500. Battles against Tyson. Appeal, from Fillmore. Reversed and remanded. Duffie, C. Division No. 2.

1. Unless words upon which a charge of slander is based are plain and unambiguous in their meaning, the meaning intended by the defendant and the understanding of those hearing him should be left for the jury to determine.

2. To charge a woman with being a lewd character, of using her body for commercial purposes, and with keeping a gambling room, is actionable per se.

14501. Fox against Fox. Appeal from Butler. Affirmed. Jackson, C. Division No. 2.

A parent divided his property among his sons, who in return agreed to give each of their sisters $1,500 in cash, the sisters assenting to the plan as an arrangement by which they were to receive their portion of the parent's estate. One son assumed the payment of the sum due the plaintiff, one of the daughters. He died without having paid any portion of the amount agreed upon. Held:

First, that a constructive trust arose which could be enforced against the estate of the deceased.

Second, that the action to enforce the trust could be maintained by the cestui que trust in her own name, although the parent was still living.

Third, that the parent had no such direct legal interest in the result of the action that would disqualify him as a witness in behalf of the plaintiff.

14502. Segear against Westcott. Appeal from Douglas. Reversed and remanded. Epperson, C. Division No. 1.

The owner of land, in the possession of a tennant, whose lease provides that the lessor may sell or dispose of any part thereof, by making a corresponding reduction in the rent, may, without the consent of the lessee, dedicate a part thereof to the public for a highway.

14506. Carmack against Erdenberger. Appeal from Cedar. Affirmed. Albert, C. Division No. 2.

1. The change made by the act of 1905 in the procedure to obtain a review of a judgment at law in a civil case leaves the rule with respect to the necessity of a motion for a new trial unchanged.

2. The statute requiring a motion for a new trial to be in writing, and filed during the term at which the "verdict, report or decision" is rendered, and, except for the cause of newly discovered evidence, within three days after the verdict or decision is rendered, unless unavoidably prevented, is mandatory.

3. A court has no authority to rule on a motion for a new trial which has not been filed and is not before it, in anticipation that such motion may be subsequently filed.

4. A motion for a new trial, filed out of time and not coming within any of the exceptions of the statute, is of no avail for the purposes of a review of errors in this court.

14510. Farmers State Bank of Saronville against Sutton Mercantile Company. Appeal from Clay. Reversed and remanded. Albert, C., Division No. 2.

14511. First National Bank of Sutton against Sutton Mercantile Company. Appeal from Clay. Reversed and remanded. Albert, C., Division No. 2.

1. Where there is an answer on file setting up a valid defense, the fact that the defendant fails to appear, either in person or by attorney, when a cause is reached for trial, does not entitle the plaintiff to a judgment without proof of the facts constituting his cause of action, unless the facts admitted by the answer make out a prima facie case in his favor.

2. The presumption in favor of the regularity of the proceedings of superior courts are of no avail against facts shown by the record itself.

3. Where a judgment at law is rendered on the pleadings alone, a motion for a new trial is not necessary to obtain a review in this court.

14517. Bahr against Manke. Appeal from Lancaster. Reversed and remanded. Epperson, C., Division No. 1.

To entitle one to recover in an action in damages for the breach of a contract, he must show that the wrong done and the injury sustained bear towards each other the relation of cause and effect. The damages which one has sustained to entitle him to recover must be the natural and proximate consequence of the wrongful act complained of.

14519. McCague against Eller. Appeal from Douglas. Affirmed. Ames, C., Division No. 1.

1. The right of redemption of real property from a mortgage debt and the right to extinguish that right by judicial foreclousure, are mutual and reciprocal.

2. When the owner of a mortgage upon real estate acquires by judicial foreclousure and sale the legal title to all the mortgaged property, leaving an unpaid residue of the mortgage debt, and the proceedings are by accident or mistake incomplete in the respect that they leave an equity of redemption in a part of the premises in the heirs at law of one of the mortgagors, the plaintiff in such action, being the purchaser at the sale, or his grantee, may maintain an action to foreclose the unextinguished equity of redemption for the unpaid residue of the debt.

14628. Russell against States. Error from Frontier. Reversed and remanded. Sedgwick, C. J.

1. The judge of the district court has power for sufficient reason to adjourn a regular term of court to a future time or without day, and this may be done by an order to that effect sent to the clerk of the court before the time fixed for holding the regular term.

2. The judge of the district court may call a special term for the transaction of the general business of the court if he deems it necessary.

3. When the regular panel of petit jurors is quashed for any reason the district court may order jurors to be summoned under section 1681, Cobbey's Annotated Statutes, 1903.

4. In a prosecution for seduction evidence of specific acts of lewdness on the part of the prosecuting witness is incompetent. If the prosecuting witness was of good repute for chastity prior to the alleged seduction she is within the protection of the statute. The evidence upon this point should be confined to general reputation for chastity.

5. A teacher's certificate held by the prosecrutrix at the time of the alleged seduction is not competent evidence of reputation for chastity.

6. The crime of seduction is not complete unless the illicit intercourse is had under promise of marriage. The promise must be an unconditional one; it must be of such a character and made under such circumstances that the one to whom it is made might reasonably rely upon it. A promise conditioned upon pregnancy as the result of such illicit intercourse is not such promise.

7. The requirement of the statute that the evidence of the female must be corroborated relates both to the act of illicit intercourse and the promise of marriage, and the existence of one of these facts does not necessarily prove the existence of the other nor does it furnish the corroboration required by the statute.

8. The circumstances relied upon as cor-

roborting the evidence of the prosecuting witness as to the promise of marriage must point so plainly to the truth of her testimony and be of such probative force as to equal the testimony of a disinterested witness.

9. If a defendant in a criminal case is a witness in his own behalf, it is error to instruct the jury that: "If the defendant by his own testimony has not denied in any way any material fact proved in the case within his personal knowledge, such testimony or material fact proved, if not denied by the defendant, is admitted by the defendant to be true." Comstock against State, 14 Nebr., 205, distinguished.

13804. Kinkead against Turgeon. Error, Dakota. On rehearing, reversed and remanded; former opinion vacated. Letton, J.

1. By statute so much of the common law of England as is applicable and not inconsistent with the constitution of the United States or the constitution and statutes of this state, is in force in this state.

2. Under the common law a riparian owner of lands on one side of a navigable river above the flow of the tide holds to the thread of the stream, subject to the public easement of navigation, and if the river suddenly changes its channel and leaves its former bed, the boundary does not change, and he still holds to the same line. This is also the rule of the civil law.

3. The common law relating to the rights of such riparian owners is applicable in this state and is not inconsistent with the constitution or statutes of Nebraska or the constitution of the United States.

4. Where the Missouri river suddenly changes its course and abandons its former bed, the respective riparian owners are entitled to the possession and ownership of the soil formerly under its waters as far as the thread of the stream and may maintain ejectment to oust squatters within such limits.

5. Former opinion, 104 N. W., 1062, vacated.

14006. Corson against Lewis. Error from Douglas. Affirmed. Oldham, C., Division No. 1.

1. A contract for legal services is personal in its nature and cannot be assigned by one party without the consent of the other.

2. Death or disability, which renders the performance of such a contract impossible, annuls the contract.

14341. Kirkendall against Weatherly. Appeal from Douglas. Affirmed. Ames, C., Division No. 1.

1. A voluntary assignment for the benefit of creditors executed in a sister state according to the laws thereof is ineffectual to convey real property situated in this state unless it is executed and recorded in such manner as would render it so effectual if made in this state.

2. A creditor by participating in an insolvency proceeding begun in a sister state by a voluntary deed of assignment insufficient in form to be effectual to convey real property situated in this state, may become estopped to impeach a purported title of a purchaser of such property acquired in good faith in the progress of such proceedings.

3. Although by express stipulations in a trust deed or mortgage of land situated in this state the legal title and right of possession of such land may be conveyed to the trustee or mortgagee, yet the equity of redemption of the mortgagor cannot be extinguished by adversary proceedings other than judicial foreclosure.

4. When by express stipulations the legal title and right of possession of land situated in this state are conveyed to a trustee in a trust mortgage the trustee may, with the knowledge and acquiescence of the mortgagor, without fraud or collusion or the intent or effect to injure or defraud third persons, convey such legal title and right of possession to the mortgagee in consideration of a release and discharge of the mortgage debt, and in such a case a conveyance of the premises by the mortgagor, either directly or through a third person, to the mortgagee, with the intent and purpose to extinguish the equity of redemption, will have that effect.

14518. Grothe against Lane. Appeal from Saline. Affirmed. Jackson, C., Division No. 2.

A contract should be constructed to give effect to the intention of the contracting parties, keeping in mind the situation of the parties, the property which is the subject matter of the contract and the use to which it is being applied.

11583. Nealon against McGargill. Appeal, Greeley. On rehearing former judgment of this court modified and cause remanded with directions. Duffie, C. Division No. 2.

14394. Squires against McCarthy. Appeal, Holt. Affirmed. Ames, C. Division No. 1.

1. When an action by a county to foreclose a tax lien upon a tract of land has proceeded to judgment of foreclosure and sale, and a sale has in fact been had, though not yet confirmed, the tax lien has become merged in the decree and the taxpayer's right to discharge the same by payment of the tax to the county treasurer in the ordinary way, is superseded by his right to judicial redemption, which must be obtained, if at all, by means of procedure appropriate thereto.

14415. Canham against Bruegman. Appeal, Knox. Affirmed. Ames, C. Division No. 1.

1. In an action for damages by a vendee against a vendor of horses infected with the disease of glanders a petition is not obnoxious to a general demurrer because of an omission of an averment that before or at the time of the sale and delivery complained of the vendor had knowledge that the animals were so infected.

2. Section 3171 of Cobbey's Annotated Statutes enacting a penalty for selling glandered horses or permitting them to run at large was not superseded or repealed by a subsequent act to prevent the importation, selling or permitting to run at large of any domestic animal afflicted with a contagious disease, being sections 3174 to 3177 of said statutes, the latter being general in its terms, while the former has a special and particular object.

14447. Godfrey against Cunningham. Appeal from Douglas. Affirmed. Epperson, C. Division No. 1.

1. After the filing of a stipulation signed by the attorneys of both parties agreeing that an order of sale in a partition case and all proceedings thereunder be vacated, a confirmation of such sale without a consideration and disposition of the stipulation is an irregularity within the meaning of section 1812, Cobbey's Annotated Statutes.

2. In a motion to set aside the confirmation of a judicial sale for irregularities under the provisions of section 1812, Cobbey's Annotated Statutes, it is sufficient to allege the existence of irregularities which would have been sufficient to avoid the sale had they been considered at the time of confirmation.

3. "An interlocutory order or ruling may be reversed and vacated at a subsequent term by the same court without compliance with the provisions of section 602, et seq. of the Code of Civil Procedure, relating to the vacation and modification of judgments and final orders at a term subsequent to that in which rendered." Huffman against Rhodes, Neb., 100 N. W., 159.

4. Unless an abuse of discretion of the trial court in setting aside an interlocutory order is shown, an appellate court will not interfere therewith.

5. A motion to set aside the confirmation of a judicial sale is not waived by later filing a motion to set aside interlocutory orders and no prejudicial error results in considering both motions at the same time.

14465. Johns & Sandy against Reed. Appeal from Box Butte. Judgment of district court in favor of plaintiff and against intervenor, National Cash Register company affirmed; judgment in favor of defendant reversed and remanded. Albert C. Division No. 2.

1. The creditors of a vendor who has made an illegal sale of his property cannot seize the same unless they can show that such transfer was an invasion of and prejudicial to their rights.

2. Ordinarily a sale made with the knowledge and intention of both parties that the subject matter thereof shall be used for an illegal purpose, is illegal. But where such use is not in contemplation of the parties at the making of the sale, a subsequent use of the subject matter for an unlawful purpose does not render the sale illegal.

3. A condition in a contract of sale, whereby the title is to remain in the vendor until the full amount of the contract price is paid, is vaid, as against purchasers and judgment creditors of the vendee in actual possession, unless reduced to writing, signed by the vendee and a copy thereof filed with the county clerk or registered of deeds of the proper county. Section 26, chaper 32, Compiled statutes (Cobbey's Annotated Statutes, 5975.)

14467. Gorchowski against Grochowski. Appeal, Cuming. Affirmed. Jackson, C. Division No. 2.

1. A promise made in consideration of an agreement to refrain from resisting the probate of a will is not void as against public policy, where no persons or interests other than the persons and interests of the contracting parties are prejudicially affected thereby.

2. Such a promise is not without consideration and will be enforced.

14471. Continental Lumber company against Edward Munshaw & Co. Appeal from Douglas. Reversed and remanded. Oldham, C. Division No. 1.

1. Where there is competent testimony tending to support a defense properly pleaded, it is error for the trial court to direct a verdict for the plaintiff.

2. When the intention of a party is to be ascertained from disputed or ambiguous circumstances, the necessary inferences to be drawn are for the determination of the jury. Langan against Whalen, 67 Nebraska, 209, followed and approved.

14473. Sorenson against Townsend. Appeal, Brown. Reversed and remanded. Albert, C. Division No. 2.

1. In anaction o nan express contract the defendant may show, under a general denial, that the contract differed in terms from that pleaded, or that no contract was in fact made.

2. Where the evidence adduced by the defendant tends to establish a particular theory, which, if established, constitutes a defense, he has a right to have such theory submitted to the jury.

14489. Langan against Village of Wood River. Appeal, Hall, Affirmed. Ames, C. Division No. 1.

It is competent for a board of village trustees to provide by ordinance for a trial, before themselves, of a complaint against a saloon keeper for alleged violation of the regulations of the statute and ordinances, with reference to the sale of intoxicating liquors, and upon his conviction, as a result of such trial, to revoke his license.

14522. Dawes County against Sioux County. Appeal from Sioux ounty. Reversed and remanded. Duffie, C. Division No. 2.

The county from which a change of venue in a criminal case is taken is liable to the county in which the trial is had only for the fees of such jurors of the regular panel as sat upon the trial of that case, and such additional jurors as were required to be in attendance on account of the trial.

14485. Brainard & Chamberlain against Butler, Ryan & Co. Appeal from Douglas. Affirmed. Jackson, C. Division No. 2.

1. Defective notice of a conditional order vacating a default judgment before a justice of the peace does not deprive the justice of jurisdiction over the subject matter, and he may, on application of the moving party, continue the hearing for proper notice.

2. An objection to the jurisdiction over the subject matter is a waiver of objection to jurisdiction over the person.

14488. St. Paul Harvester company against Faulhaber. Appeal from Lancaster. Reversed and remanded. Epperson, C. Division No. 1.

Newly discovered evidence merely cumulative in character may be sufficient ground for granting a new trial, if the circumsetnces of the record is such as to render it highly probable that it would, if produced, have changed the result of the trial. German National bank against Edwards, 63 Neb., 694.

14490-14491-14492. Reese against Harlan, Woodhull against Woodhull, Harlan against Fremont. Appeal from Thurston. Affirmed. Duffie, C. Division No. 2.

The widow of an allottee of Omaha Indian lands is entitled to a life estate in the equitable fee of her deceased husband with remainder over to the issue of the marriage, or to the surviving father or mother of the husband if no issue survive her.

14678. Cordson against State. Error from Thurston. Affirmed. Barnes, J.

1. Where a statute states the elements of a crime it is generally sufficient in an information of indictment to describe such crime in the language of the statute.

2. Section 204 of the Criminal Code, which declares that a father who shall rudely and licentiously cohabit with his own daughter, shall be guilty of incest; and which provides a punishment therefor, is valid and is sufficient in form and substance to create the offense therein described. State against Lawrence, 19 Neb., 377, followed.

14797. In re application of McIntyre. McIntyre against Mote. Error from Dawes. Affirmed. Letton, J.

Under the practice of this court, where the record contains no bill of exceptions and the pleadings are sufficient to support the judgment of the trial court, it will be affirmed.

14872. State, ex rel. Spencer Lens company against Searle. Original writ of mandamus allowed. Barnes, J.

The money donated by the United States to the University of Nebraska, by an act of congress, approved March 2, 1887, and acts supplemental thereto, known as the experimental station fund, may be expended by the board of regents for the purpose expressed by the donation, without other or more specific legislative appropriation than that implied by Section 11, Article 8 of the constitution, and contained in Section xix, Chapter 87 of the Compiled Statutes of 1905 (Cobbey's Annotated Statutes, 11215).

14450. Loso against Lancaster County. Appeal from Lancaster. Reversed and remanded. Epperson, C. Division No. 1.

1. The doctrine of indentification or imputed negligence does not apply to one injured while riding in a private vehicle, where no privity exists between the injured person and the owner or driver of the vehicle, and the injured person himself is not guilty of contributory negligence.

2. One who is injured by reason of a defective bridge while riding in a private vehicle may recover from a county, otherwise liable, notwithstanding the negligence of the driver, which may have contributed to produce the injury, the injured party being free from negligence and having no authority or control over the driver.

3. The first paragraph of the syllabus of Omaha & Republican Valley Railway company against Talbot, 48 Neb., 627, modified.

14453. Larson against Sloan. Appeal from Thurston. Affirmed. Ames, C. Division No. 1.

An order sustaining a general demurrer to a petition not followed by a judgment of dismissal or other final disposition of the case, is not a final order of judgment and is not reviewable in this court.

14455. Stone against Snell. Appeal from Greeley. Affirmed. Ames, C. Division No. 1.

1. A mere option for the purchase of land indeterminate as to time and accompanied by a deed deposited in escrow, is terminable at any time upon reasonable notice by the vendor.

2. A vendee of land in the possession of a tenant takes the title subject to the unexpired term.

14456. Myers Royal Spice Company against Griswold. Appeal from Lancaster. Reversed and remanded. Albert, C. Division No. 2.

Plaintiff, through its traveling salesman, took defendant's order for a quantity of "stock food." At the time the order was taken such salesman was assisting the defendant in selling and creating a market for stock food of the same kind, previously sold to the defendant by plaintiff, and the order was given on condition that such salesman would continue thus to assist the defendant for a certain time. The salesman left immediately after taking the order and gave the defendant no further assistance. Held, that the measure of defendant's damage is the reasonable value of the services which were to be rendered to him by the salesman according to the terms of the contract of sale.

14460. Gillis against Estate of Solomon Paddock. Appeal from Burt. Jackson, C. Division No. 2.

Where the evidence upon a question of fact material to the issue is conflicting and such that reasonable minds might reach different conclusions, the question is one for the jury, and it is error for the court to direct a verdict.

14463. Beam against Beam. Appeal from Nuckolls. Affirmed. Duffie, C. Division No. 2.

Evidence examined and held to support the finding of the district court.

LABOR AND INDUSTRY.

As a result of successful tests of mechanical pickers in the Pennsylvania coal mines, one branch of the child labor evil may be eliminated.

One of the experts of the United States geological survey is convinced that there is coal enough in this country to last 4,000 or 5,000 years.

The use of concrete already has thrown thousands of stone masons and cutters out of work throughout the country. In some large cities whole buildings have been constructed of the material.

The bartenders' unions of the country, which are now internationally affiliated with the Hotel and Restaurant Employes' league and Bartenders' National alliance, desire a separate international of their own.

The Austrian law compels mine owners to build "rescue chambers" underground. The room must be large enough to hold at least twenty-four people, and must be provided with tinned food, medicine chest, first aid material, inhalation apparatus, and compressed oxygen in cylinders sufficient to last at least three days.

The American Federation of Labor is about to conduct an investigation of a number of problems confronting the wage earners of this country, the principal matters being the apprentice question; displacement of child labor by the machine; graduates of the trade school, manual training schools, and schools of technology; child labor and insanitary conditions in home and shop.

Railway construction work in all parts of the country, especially in the west, is being seriously retarded by the inability of the roads to get enough common laborers. It is estimated that in the west alone there is a demand for at least 50,000 men, this despite the fact that the roads give laborers transportation and that some of the roads are offering as high wages as $2.50 a day and board.

RELIGIOUS NOTES.

The congregation of the Fifth Avenue Baptist church, New York, has voted unanimously to call the Rev. Dr. Charles F. Aked, pastor of the Pembroke chapel, Liverpool, England, to fill the pulpit of the church, left vacant by the resignation of the Rev. Dr. R. P. Johnston. This is John D. Rockefeller's church, and Dr. Aked is at present supplying the pulpit. He will not decide whether or not he will accept before he returns to England, which will be December 5.

So far as known, Father Albert Negahnquet, now working among the red men of Oklahoma and Indian territory, is the only living Roman Catholic priest who is a full-blooded Indian. He was born on the Pottawatomie reservation in Kansas in 1877. After studying in the Catholic college of Washington he went to Rome. It was there in the Church of Santa Prassedo that he celebrated his first mass. Since his return

to this country three years ago he has been laboring among his own people.

Rev. John Schaeffer of North Benton, O., celebrated his one hundredth and first birthday last week. He is the oldest clergyman in Ohio and possibly in the United States. Mr. Schaeffer preached regularly for sixty years and has lived in his present home for ten years longer. He reads newspapers without glasses and has hardly been ill a day in his life.

CHASING THE LORDLY TARPON

Piscatorial Colts of Florida Waters Give Fishermen the Time of a Life.

With the approach of the season when northern visitors flock to Florida the thoughts of many fishermen revert to the lordly tarpon and the splendid fight he puts up against those who seek to capture him.

Not all are Isaak Waltons. Sitting in a boat throughout an entire day, holding a slender line, the hot rays of the semitropic sun beating down upon one's head the while, is to the minds of some men a worse than useless manner of spending a day. To others flinging a thread-like line over the foam-flecked surface of a pool in the hope of catching a little speckled fish which has not the strength to move a pound bob has no special charm. Perhaps, however, they would enjoy tarpon fishing; that is different. It is like conquering a spirited horse. The tarpon sometimes attains a weight of 200 pounds and a length of seven feet. It has sufficient power to throw this weight twice its length into the air, above the surface of the water. Landing such a fish is the kind of sport that grips a man, for it means subduing a living thing that has greater power than himself. It is the sort of sport that leads some foreigners to make of New York City simply a transfer point on the way from Europe to the tarpon waters south of Florida.

The sport consists in subduing the fish and in watching its acrobatic feats while being made captive. For dietary purposes the tarpon would rank with Esquimau or any other kind of dogs. Therefore, there is nothing to be gained by killing the fish and pulling it into the boat. One may have all the sport and even gain the measurement of the captive, as a basis for future fish stories, without taking its life. When exhausted it may be drawn alongside the boat, the tape line applied, the hook withdrawn and the fish allowed to take up its life again. A sore mouth will be its only memento of the battle royal, and this will last for only a short time. The unsportsmanlike thing about tarpon fishing, in fact, would be failure to give the "silver king" his liberty again after the clean-cut fight and the exhibition of lofty tumbling with which it has entertained the fisherman.

The skillful sportsman will use a line no heavier than a curtain cord and a lightweight rod and reel. It is such an outfit as the fish could destroy if it could get its head. The skill lies in keeping the line taut, allowing it to flow out through the tip when there is a pull and winding it in on a multiple reel with a speed that makes the line smoke the instant it falls slack. The fisherman's object is to keep the great fish's head pointed toward the boat. To allow it to turn away would be to give it such a purchase on the line that it could "take the bit in its teeth" and run away.

In the efforts to eject the hook from his mouth the tarpon performs a series of evolutions in the air that are the poetry of motion, although many of the photographs which, after patient and prolonged effort, one student of the beautiful fish has been enabled to secure of it would indicate the contrary. The shutter of the camera catches the image of the fish in perhaps one-twenty-fifth of the time that is required by the human eye to perceive it. The photographs show the fish throwing open its rather ugly mouth and its flapping gills in the effort to cast out the hook. The result is that in the photographs one may look through the loose-jointed mouth and the gills, while with the unassisted eye one can hardly see the violent contortions of the mouth. Sometimes the bait is thrown to a distance of 100 feet, but the hook is not easily dislodged.

Perhaps the fish will leap from the water twenty-five or thirty times before it becomes so exhausted as to give up the fight. It leaps straight into the air, occasionally to a height of twelve feet, turns in a graceful curve and shoots straight downward through the flying spray into the whitened water from which it emerged a moment before. Again its body forms a circle in midair, a circle that suggests a blazing pinwheel and almost blinds the eye if the sun's rays chance to strike the moist, burnished silver plates. It bends its body into up curves and down curves, right and left curves and double curves in all directions. It turns complete somersaults and it jumps for distance. Every leap, if the sun be shining, is accompanied with a low-hung rainbow, not to be caught by any camera, but to be enjoyed by the eye. Fishing for tarpon is like lassoing a small torpedo, with a picturesqueness added that is not to be described by the pen.—New York Tribune.

CHOICE OF A NEW MINISTER

Objections to Some of the Candidates and Why the Winner Won.

The faithful old parson had died after thirty years' preaching, and perhaps the newer methods had begun to creep in, for it seemed impossible to suit the two communities most interested in the choice.

The Rev. Mr. Davis, for example, was a spirited preacher, but persisted in keeping two horses in the parsonage stable, and in exchanging them whenever he could get faster ones. As a parochial visitor he was incomparable, dashing from house to house with such speed that he could cover the parish in a single afternoon. This sporting tendency, which would never have been remarked in a British parson, was frowned upon in a New England village, and Deacon Milliken, told Mr. Davis, when giving him what he alluded to as his "walking papers," that they didn't want the church run by hoss power!

The next candidate pleased Edgewood, where morning preaching was held, but the other parish, which had afternoon service, rejected him because he wore a wig—an ill-matched, crookedly applied wig.

Number three was eloquent, but given to gesticulation, and Mrs. Jere Burbank, the president of the Dorcas society, who sat in a front row, said she couldn't bear to see a preacher scramble 'round the pulpit hot Sundays.

Number four, a genial, handsome man, gifted in prayer, was found to be a democrat. The congregation was overwhelmingly republican in its politics, and perceived something ludicrous, if not positively blasphemous, in a democrat preaching the gospel. ("Ananias and Beelzebub 'll be candidates here, first thing we know!" exclaimed the outraged republican nominee for district attorney.)

Number five had a feeble minded child, which the hiring committee prophesied would stand in the parsonage front yard making talk for the other denominations.

Number six was Rev. Judson Baxter, the present incumbent, and as he was voted to be as near perfection as a minister can be in this finite world. His young wife had a small income of her own, so the subscription committee hoped that they might not be eternally driving over the country to get somebody's 50 cents that had been overdue for eight months, but might take their onerous duties a little more easily.—Kate Douglas Wiggin in Scribner's.

Bee Want Ads produce results

CONDITION OF OMAHA'S TRADE

Sales for Last Week Considerably Lighter Than for Some Time.

HOLIDAY DULLNESS STRIKES JOBBERS

Knights of the Grip Off Road Three Days and Fewer Orders Come—Comparison with Other Years Favorable.

Owing to Thanksgiving, the volume of sales made by the Omaha jobbing houses last week was not large. Salesmen came in off the road Wednesday evening and, of course, the most of them will not take up the burden of their grips again until Monday. The holiday week is also one in which mail orders are light and floor trade is nothing. The Thanksgiving dullness is usual, and the trade last week was very satisfactory compared with that for the same week of other years.

A week of ordinary business is reported by the local jobbers of dry goods. Their travelers came in Wednesday for three or four days' rest and orders have been few for several days. Collections are exceedingly good, the retailers seeming to collect their money easy from the consumers. Cotton is firm, but no advance is expected soon. Desirable goods in certain lines are still very hard to obtain.

The glass market is active and prices continue firm. Plate glass and other grades are moving freely in carload lots. All lines continue to be scarce and the demand seems to be increasing materially. Linseed oil is unchanged, boiled being 43 cents, while raw is 41 cents. Lead remains the same as it was last week, Carter's being 7¼ cents, while southern is 7⅛ cents. Turpentine is up a little, being quoted at 74 cents this wek. The paint business is not as brisk as it was last week, the rise in price seeming to have affected dealers somewhat, they perhaps looking for a drop in price, which is not likely for some time.

Nothing new to report in the paper market. All lines are firm at the recent advances. The movement is liberal in all branches, especially wrapping stock.

Retailers Buying Better Shoes.

The shoe men also reported a light trade, though generous orders were sent in by salesmen early in the week. Retailers are expecting a large volume of high-class trade in the spring, as they are buying better goods than usual for the spring trade. Prices are unchanged from last week, though the leather market shows indications of an advance.

Hardware trade was fair, but naturally not as large as for the preceding weeks. Brass and copper are at the recently made high mark and the indications are that further advances will be made. All metals are firm and some few advances are noted in woodenware.

Further advances have been made on gallon goods since last week, California apricots, gallon pumpkin and string and refugee beans particularly being affected. The advance on gallon apricots amounts to as much as 85c per dozen since the opening price. No. 2 string and refugee beans have also come in for an advance. Three-pound pumpkin has been marked up again on account of scarcity. In fact, there is hardly a weak place in the canned goods line. The demand also has been something phenomenal for this season of the year, showing that the amount of goods in the hands of the retailers was very much below the normal.

New packed gulf goods are just coming into the market, while nothing from the east as yet has been received. The gulf packers have again marked up their prices, but whether the jobbers will follow this closely or not remains to be seen.

The market on all kinds of dried fruit remains very strong, and with very little chance for lower prices, unless it be on currants, and that not until after the first of the year. Further advances on peaches are anticipated. The same is true of prunes, these goods being sold up more closely than ever before at this season of the year. The jobbers are still handicapped because of their inability to secure their supplies promptly from the coast, raisins and prunes being very slow in coming forward, and being in great demand at this season of the year.

Cheese is ruling higher than a week ago, due to the heavy consumption and the shutting down of factories caused by the tendency of the farmers to sell their milk to the creameries, which are now paying high prices in order to keep turning out butter. Grass is poor and practically all of it is needed for butter. Great Britain, a large cheese consuming country, is reported to be short. Grocers say that higher prices will undoubtedly rule before 1907 cheese comes on the market.

Critical Point for Coffee.

This is the critical time in the history of this year's coffee crop, for on December 1 the Brazilian government puts in effect its duty on coffee brought from the interior to the seaboard. If receipts at the seaboard continue heavy during the next two weeks it means there is plenty of coffee in the country; if receipts fall off it means that the planters and traders have been pushing the movement through October and November in order to escape the tax.

Receipts have been running heavy through the fall, and to date they are 3,000,000 bags larger than last year for the same period. Prices are a little lower.

Jobbers find it difficult to secure a sufficient supply of walnuts of desirable quality to supply their trade. California's are slow in coming forward, while the imported nuts are just beginning to arrive in fairly good supply. Peanuts have advanced materially because of light crop, and that considerably damaged by the wet weather in the east. Further advances are bound to take place, however, in the near future. Those in the best position to judge of the market, foretell an almost immediate advance of 1c per pound. Shelled nuts of all kinds are higher, with shelled pecans practically out of the market.

Rice is unchanged, the market being in good shape, the demand being exceptionally good, with very little chance of lower prices for some time to come.

Drugs and Chemicals.

Refined glycerine is higher in sympathy with the crude material; there is a good consuming demand. A slight advance on opium is noted, while quinine remains very firm, although there has as yet been no further advance in price. Balsam copiava is coming in sparingly and higher prices are looked for, as all that now comes into this country must meet the requirements of the pure food and drug law. Balsam Peru advanced to $1.50 per pound. Gum camphor remains very scarce and the upward tendency continues. The stock, both in this country and in Europe, is nearly exhausted, and although the article is very high now, another advance is expected. Camphor in bulk is quoted at $1.28 to $1.30; ounces, $1.32 to $1.35. Cardamon seeds, all grades, are advancing in London on account of reduced stock. Lycopodium advanced to 85c and the tendency is upward. Small flake manna is becoming more plentiful and prices have consequently been reduced. There is an active demand for menthol and consequently a firmer market.

There has ben a slight decline in the price of nutmegs. Cod liver oil, Norwegian, continues to advance, and higher prices are predicted. The crop of olive oil, Malaga, will be very short this year, owing to heavy storms in Italy and other producing countries and damage to the trees by the olive worm. In addition to this, the demand has been unusually large and dealers generally are short of supplies.

The same is true of salad oil, which is continually advancing abroad. Oil peppermint is slightly lower, but a reaction is likely to take place. Saffron, American, is in good demand at $1.40 to $1.50. New crop will be in next month, when prices will probably be lower. Spermacetti in cakes advanced to 36c. Glycerine continues very firm and the tendency is toward higher prices. Fifty-pound cans are quoted at 14c per pound. Castor oil is very firm in price and the probabilities are that another advance will occur in the near future. Alcohol is steady. Wood alcohol will be lower after the first of the year.

Toledo Seed Market.

TOLEDO, Dec. 1.—SEEDS—Clover, cash and December, $8.27½; January, $8.35; March, $8.45; February, $8.40; timothy, $2.00; alsike, $7.90.

Wood for Spools.

Practically all the wood used in making reels for cotton in America and England is cut in the forests of Maine, but so great is the amount of timber required each year for making these seemingly insignificant articles that Maine will not be able to supply the raw material much longer. The reels are made of birchwood, and the birch of the Maine forests is the best for the purpose. More than 2,000,000 feet of timber are shipped to Scotland every year for the use of the great thread manufacturers there, and almost as much is supplied to English manufacturers.—New York Tribune.

If you have anything to trade advertise it in the For Exchange column of The Bee Want Ad page.