

Courtney's Bakery and Restaurant advertisement. Includes 'Saturday Specials' (e.g., 3 pkgs. Grape-Nuts for 25c), 'Bakery Specials for Saturday' (e.g., Two-layer Devil's Food for 50c), and 'Liquor Specials' (e.g., California Claret for 25c). Also features 'We Recommend Luxus The Beer You Like' and 'Courtney & Co.' contact information.

CALLS TEDDY FOUR-FLUSHER

Governor Haskell Refers to Chief Executive as "Rascal." SUGGESTS TRIP TO OKLAHOMA. There, He Says, One Will Get True Value Put Upon the President—Says He Will Not Resign.

KANSAS CITY, Mo., Sept. 25.—Governor Charles N. Haskell, treasurer of the democratic national committee, passed through Kansas City at 4:30 this morning enroute from his home at Guthrie to Chicago, where he goes to confer with William J. Bryan and the leaders of the democratic national campaign regarding the charges recently made against the governor by President Roosevelt and William R. Hearst, Governor Haskell, during the brief stop in Kansas City between trains, talked freely with a newspaper representative. He repeated many of the statements made yesterday at Guthrie in his open letter issued to the Associated Press, in which he took Mr. Hearst to task, but declined to reply at this time to the additional accusations put out in New York last night by Mr. Hearst. In his statement last night, Mr. Hearst said: "Mr. Haskell is not only a Standard Oil tool and a crooked railroad promoter, but a steel trust organizer."

Governor Haskell made reply to the secretary of the Interior, Mr. Garfield, in the controversy touching the operations of the Pacific Oil and Gas company of Oklahoma. Haskell will not resign. Governor Haskell denied that he intended to resign his position as treasurer of the democratic national committee. Regarding Mr. Hearst's charge coupling him with the steel trust, Haskell said he felt highly honored at being classed with Schwab, Carnegie and J. P. Morgan. He denied that he had been in New York City in 1906 at a gold democratic meeting in Madison Square Garden and applauded attacks upon Mr. Bryan. He declared that President Roosevelt "is the biggest four-flusher in the political business today," and added: "You ought to hear what they think of the rascal down in Oklahoma."

SUPREME COURT SYLLABI

1878. Kraus against Clark. Appeal from Sherman. Affirmed. 200. C. Division No. 2. 1. In the trial of a case the party first required to produce evidence is entitled to open and close the argument. 2. Where the testimony is conflicting and it is fairly probable that the jury, a new trial will not be granted, if there is evidence enough to sustain the verdict. 3. A new trial will not be granted upon the ground of newly discovered evidence, unless such evidence is material and would not in all probability affect the result, if a new trial were granted. 4. Where the testimony of a witness to an important conversation until after the trial he cannot obtain a new trial on the ground of newly discovered evidence, relying upon the testimony of such witness. 5. Evidence in this case examined and held sufficient to sustain the verdict of the jury. 1874. Jensen against Palatine Insurance company. Appeal from Boone. Affirmed. 200. C. Division No. 2. 1. A clause stipulating the forfeiture of a contract should not be added or given effect by construction in a case where the plain meaning of the language used does not require it. 2. A stipulation for the forfeiture of an insurance policy which is not in conformity with the intention of the insured is a nullity. 3. Where the value of a stock of merchandise is a relevant fact and no more accurate evidence can be obtained, the owner of such stock and witnesses acquainted with the value of the stock at the time of which it is composed and who have observed the same for the purpose of estimating the value thereof give their opinion of such value. 4. Where the value of the goods destroyed is greater than the amount of insurance thereon, such value is immaterial to the risk and the making by the assured of other loss of the property which the value is overated will not constitute a defense to the recovery. 5. A clause providing that the same shall be forfeited in case of any fraud or false statement made by the insured touching matter relating to the insurance either before or after loss. Springfield Insurance company against Winn. 218. Neb., 84 S. W. 2d 102. 6. The provision of an insurance policy that the assured shall in case of loss submit to an examination under oath by any person named in the policy is not a condition precedent to the recovery of the policy and a failure to demand such examination until after the commencement of the action on the policy. 7. The provision in a policy of fire insurance that the insured shall within sixty days after due notice and satisfactory proof of the same are made by the assured and received by the insurer, is waived by such action of the insurer as waives proof of loss, and such condition should be computed from the date of loss. Hartford Fire Insurance Company against Landreth. 48 Neb., 35 S. W. 2d 102. 1872. Buel against Chicago, Rock Island and Pacific Railway Company. Appeal from Lancaster. Affirmed. 200. C. Division No. 2. 1. In an action against a railroad company for damages to crops and live stock resulting from high water caused to have been caused by the negligent construction of an embankment changing the course of the flow of water in stream on plaintiff's land, the two principal questions involved were as to the extent of the embankment which caused the increase of the flow of water down the stream, whether the rainfall was excessive and whether the damage was caused by the negligent construction of the embankment and damming of the stream. 2. The defendant's propositions were somewhat conflicting. They were submitted to the trial jury under proper instructions and the questions were for the jury to decide and, on review, the verdict thereon was final. 3. In such a case the defendant requested the court to instruct the jury that where the answer of the defendant contained the admission of the construction of the embankment and damming of the stream and changing the water course, the burden of proof was on the plaintiff to show by a preponderance of the evidence that the rainfall was not unprecedented and so have been reasonably contemplated at the time of the construction of the embankment. The court refused to give the instruction. Held, no error, the burden being upon the defendant to maintain the defense. 4. The defendant requested the court to instruct the jury that where the answer of the defendant contained the admission of the construction of the embankment and damming of the stream and changing the water course, the burden of proof was on the plaintiff to show by a preponderance of the evidence that the rainfall was not unprecedented and so have been reasonably contemplated at the time of the construction of the embankment. The court refused to give the instruction. Held, no error, the burden being upon the defendant to maintain the defense. 5. The defendant requested the court to instruct the jury that where the answer of the defendant contained the admission of the construction of the embankment and damming of the stream and changing the water course, the burden of proof was on the plaintiff to show by a preponderance of the evidence that the rainfall was not unprecedented and so have been reasonably contemplated at the time of the construction of the embankment. The court refused to give the instruction. Held, no error, the burden being upon the defendant to maintain the defense.

HARTMAN'S "THE STORE THAT KEEPS THE PRICES DOWN" FRIDAY & SATURDAY SPECIALS. AT HARTMAN'S—"THE STORE THAT KEEPS THE PRICES DOWN"

Sanitary Steel Couches—Made with angle steel frame, extra strong; both sides elevate, making a full size bed, fitted with spiral steel springs. \$3.75. IRON BED SPECIALS—Beds are of very attractive design, popular colors; two sizes: 4-ft. 6-in. and 3-ft. 6-in., heavy posts; extra special \$5.10. Velour Couch—All steel spring construction, upholstered in improved velours, solid oak frames, guaranteed durability, special \$9.90.

IT'S NONE TOO EARLY TO BE THINKING ABOUT A HEATING STOVE. About time to be thinking about making your home warm and cozy. Preparing for indoor comfort instead of outdoor life. One great floor in our store is given almost entirely to the display of stoves—over 200 different designs. There are those makes that are world-famous, reliable and guaranteed, and every piece represents a saving of 25 to 35 per cent. PAY FOR THE HEATER AT YOUR OWN CONVENIENCE.

This Thin Model, Stem Wind and Stem Set. Guaranteed Watch 59c. The manufacturers guarantee this watch to keep good time for one year. If it fails to do this, they will repair it free of charge. This watch is nickerled finish, white dial, Arabic numbers. One to a customer. On sale Saturday only. 6-HOLE STEEL RANGE—Complete with warming closet, made of Bessemer cold rolled steel, asbestos lined large square oven, reduced 26.75.

A FEW OF MANY Carpet Specials. Ingrain Carpet, 12 inches wide, good wearing quality, yard... 39c. Velvet Carpet, 12 inches wide, heavy, firm weave, yard... 58c. Brussels Carpet, splendid quality, firm weave, yard... 59c. Extra Brussels Carpets, guaranteed colorings, very durable, yard... 72c. Wilton Velvet Carpet, best grade, all wool, high soft pile... 99c.

"Hartman's Special" Thin Model, 16 size, nickerled case watch, movement have dust proof incasement, lantern pinion, hour, minute and second hands, stem wind and set, runs 30 to 36 hours with one winding, printed guarantee for one year in each watch. Made by America's renowned manufacturers. A better watch than many for which others ask more. 59c.

LET HARTMAN "Feather your nest" 1414-1416-1418 DOUGLAS ST.

FORAKER SUMS UP DETAILS

Ohio Senator Makes Lengthy Statement in Own Defense.

ARCHBOLD LETTERS ARE GIVEN Attitude of President in Giving Out Taft Letter Criticized—Defense on Brownsville Affair Made.

CINCINNATI, O., Sept. 25.—In a long and carefully prepared statement United States Senator J. B. Foraker tonight took up the charges made by William H. Hearst and President Roosevelt, explaining his temporary connection with the Standard Oil company and discussing the Brownsville incident and his connection with the rate bill. The statement is in part as follows: The president commences his statement connected with the publication of Judge Taft's letter with a bitter arraignment of the because of Mr. Hearst's charges, which he appears to have accepted as fully proven as soon as made. He does not wait for proof or explanation, nor accept the same when offered. Mr. Hearst's charges are not simply that I accepted employment of the Standard Oil company and that I was paid for my services by that company, but that I accepted employment for illegitimate purposes, and that the money I received was paid as compensation for improperly influencing legislation by congress in conflict with and in violation of my official duties. From the beginning of our government, senators and congressmen who were law-abiding have been regarded as free to continue the practice of their profession, if they so desired, during their terms of office, unless they were impeached. It is not interfering with their public duties, and in such practice free to take any kind of employment that was offered when I accepted the employment of the Standard Oil company, probably not by anybody else, that it would become the object of federal legislation or of federal prosecution or action of any kind, and that employment ended when the company decided to reorganize under the laws of New Jersey, which was before anything of that nature occurred. Helped Pass Elkins Law. That I was not in the employ of the company after the services I have mentioned were rendered, and that such employment did not afterwards influence me to favor the company in legislation is shown by the fact that I was not a senator or member of congress was at liberty to take, and uniformly and universally it has been considered that there was no prohibition of any class of business, outside of those named in the statutes, and such business as might conflict with public duties. When I accepted the employment of the Standard Oil company, I was not a senator, and I was not a member of congress, and I was not a member of congress was at liberty to take, and uniformly and universally it has been considered that there was no prohibition of any class of business, outside of those named in the statutes, and such business as might conflict with public duties.

CONCERTS AT HANSCOM PARK

Every Sunday afternoon from 3 to 6 p. m. during September. All the latest music, songs and comics on the Auxetophone, the loudest talking machine in the world. Moving pictures every evening at 8:30 p. m. FREE

Portland and many other points in Oregon, Washington and Idaho. This low one-way rate in effect EVERY DAY To October 31, '08. Tickets good in Through Daily Tourist Sleeping Car (on payment of berth rate) which materially reduces the expense of a trip to the Northwest. VIA Union Pacific. INQUIRE AT CITY TICKET OFFICE, 1324 Farnam Street, Omaha, Neb. D. C. SCOTT, D. V. S. (Successor to Dr. H. L. Ramaccolotti). OFFICE AND RESIDENCE, 2810 Mason Street. Omaha, Neb.

The Cut of Your Coat. The selection of the correct and proper pattern for your individual purpose is quite an important matter—but it is even more important that your garments be designed and cut to conform to your individual form and build. Our specialty is making garments for the fellow who is hard to fit. Nicoll Tailors and Cutters are specialists—in their line—and this assures to you garments that are satisfactory in every detail. Trousers \$6 to \$12 Suits \$25 to \$50. Nicoll TAILOR WILLIAM JERREMS' SONS 909-11 South 16th St.

Cunning Old Fox. The Kennecott Journal tells a story of a cunning old mother fox's efforts to save her young from capture. Some hunters discovered a den of foxes containing five little ones about a dozen days old. The mother fox escaped before the hunters reached the den, which was lined thickly with soft grasses and flowers. Instead of running away she kept within sight while the hunters worked with shovels. She apparently understood that they were digging for the endevored by every means to attract them away from their work and toward herself. She approached quite near and acted as if lame and distressed and would lie down on her side and writhe about the ground. The hunters were not then would limp off, going slowly and halting frequently. The hunters were not to be drawn away from their work by such tactics, and finally, after much digging, came upon the den where the five little foxes were huddled. As the hunters say it is unusual for mother foxes to leave all their young in one place. It is their cunning habit to scatter them in widely separated retreats.