Lot Sale --- Easy Payments HOME TERRACE

Right in town. Between 37th and 40th streets. Between Martha and Arbor streets. High, sightly and healthful. Near Windsor School. Ten to twenty minutes walk to at least twenty mills and industries employing large numbers of men. HOME TERRACE is laid out with present drainage and future sewerage in view so no cuts or fills will ever be necessary. Martha is the only street which requires grading. This will be graded and cement walk laid on same at our Every lot on or above grade. Lots full 50 foot front. Prices range from \$150 to \$300; a few are less. Terms, \$5.00 cash, balance \$1.00 a week or \$4.00 a month. Not a dollar is added to the price on account of the easy payments. Perfect title, Warranty Deed, Abstract with every lot. A rare opportunity and one that will not be repeated, because there is no other tract so beautifully and advantageously situated that can be offered at the prices

SALE Saturday, October 24th, from 2 P. M. until dark. Those desiring to view the lots before this date will find someone on the ground every evening from 4 o'clock until dark. Take West Side Hanscom Park car, get off at Martha street and go west, you will see

Benson & Carmichael

Phone Douglas 1722.

YOUR OPPORTUNITY Big Sale Saturday Afternoon Lots on Ames Avenue Car Line

\$5 CASH, \$5 A MONTH \$10 CASH, \$10 A MONTH

Over 50 Lots to Choose From

North fronts, South fronts, East fronts and West fronts. Any kind you want, some have city water in front, others have cement sidewalks in and paid for, others covered with fruit

More new houses built in this locality than any other part of Omaha.

PRICES \$150.00 to \$500.00 EACH.

Buy a lot on our easy monthly payment plan, when paid for,

Take Ames avenue car and get off at 33rd and Ames. Salesman there at our Branch Office every afternoon from 2 to 5:30 to show the lots.

HASTINGS & HEYDEN

1704 Farnam St.

Bee Building.

FARM AND RANGE LAND FOR SALE REAL ESTATE LOANS

FARM AND FRUIT LAND. Denver-Greeley district, under irrigation, sugar beets, alfaifs, general farming and fruit raising; low price, easy paying National Investment Co., 502 Brai National Investment Co., 6691, Bidg., Omaha. Tel. Douglas 6691, (20)—779

FOR SALE—Fine Lake Shore Resort Farm, 114 acres. Mile Lake Shore. Near Arnold's park and Okobeji station, 2½ miles from Spirit Lake, ia., and on the proposed interurban electric railway from Sloux City and Des Moines. Good investment for erection of hotels or cottages. Price \$85 per acre. L. A. Hemenway, owner, Spirit Lake, Is. (20)—M680

IMPROVED FARMS CHEAP. lwo railroads: fine climate. Prices from \$30 and up. G. R. VOSBURG. Room 455 Hotel Loyal, Omaha, or Thayer, Kan. (20)—M775 17x

FOR SALE CHEAP-5,900 acres northern Texas land; start colony; must sell at once; \$10,000 cash, rest good terms. Box 306, Ottumwa, la. (20)-M844 19x

Miscellaneous.

WANT MERCHANDISE.

350 acres improved rolling upland in Jefferson county, Nebraska. Good fence; living water. Price, \$40 per acre. Same party has 130 acres in Merrick county, Nebraska. Nice smooth land in native grass. A fine tract. \$75 per acre.

160 acres, Harrison county, Iowa. Best of valley land. 100 acress in cultivation, balance pasture. Fair set of improvements. Price, \$100 per acre. Equity, \$16,000.

313 acres nice rich valley land in Holt county, Missouri. One mile from town. Every foot crop land. No better land for corn, wheat and altalfa. Price, \$75 per acre. Mortgage \$5,500.

\$20 acres D miles north of Council Binffs. All upland. In high state of cultivation. Well improved. One of lowa's best farms. Price \$100 per acre.

Price \$160 per acre.

Price \$160 per acre.

\$60 acres beautiful rich prairie land in Kossuth county, Iowa. \$60 acres in crop. balance in pasture and mendow. One of the best improved farms in the county. the best improved farms in the county.

Price \$75 per acre.

\$20 acres in eastern Kansas, 78 miles south
of Kansas City. One mile of town. Two
sets of improvements. Lies almost level.
All the crop and tame grass. Price \$75 per
acre. acre. 80 acres one-half mile from town in Holt county, Mo. All in wheat and meadow. Soil 12 feet deep, no better. Fenced. On the main road. Price \$75 per acre.

J. R. ADKINS, Room 4. First National Bank Bldg., Council Bluffs, Iowa.

(3)—M783 17x

> REAL ESTATE LOANS money to loan on Omaha Business Property, THOMAS BRENNAN,

LOANS.

LOANS.

O'KEEFE REAL ESTATE CO.,

Doug. or A-2152.

1001 N. Y. Life Bidg.

(22)—M528 17

MONEY TO BUILD. \$500 to \$200,000 at current rates. W. H. THOMAS, 500 First Nat. Bank Bidg.

WANTED-City loans. Peters Trust Co. (22)-337

tice TO \$10,000 made promptly. P. D. Wea. Wead Bidg., 18th and Farnam. (22)—512 PRIVATE MONEY-NO DELAY.

GARVIN BROS., 1901 FARNAM

LOWEST RATES Bemis Paxton Block (12)-543

WANTED-TO BUY

HIGHEST prices for 2d-hand furniture, carpcts, clothes and shoes. Tel. Douglas 5971. (25)—345

eral mdsg. Address Y 152, care Hee. (25)-M821 18x

RIGHT prices paid for 2d-hand furniture, carpers, stoves, clothing, shoes. Tel. Red 5401. (2b)-348

WANTED-TO RENT

WANTED-By married couple room and board in private family. Will pay well for satisfactory accommodations. Farnam or Hanscom park district. Address A 664, Bee. (26)—M651

YOUNG married couple with baby, want a pleasant room or two with board. Either private family or widow lady. Must be a nice place. Address D-757, Bee. (26)-M868 19 WANTED TO RENT on or before October

WANTED TO RENT on or before October #### definition of the control of the co

WANTED TO RENT a small cottage in good neighborhood. Give location, description and price in letter. Address S-680, care Bee. (26)—M875 18x

WANTED-SITUATIONS

I want to hear from Omaha firm needing services of a man with expert knowledge of collections and credits, with experience in both office and field, a good correspond-ent and full of energy and loyalty. Address G 700 Bee. (27)—M782 17x CORNET player, with eight years' ex-perience, wishes orchestra playing in the city. Address S 732, care Bee. (27)-796 l8x

STOVE REPAIRS

WE have in stock (no delay) repairs for every make of furnace, steam or hot water heater, water fronts.
OMAHA STOVE REPAIR WORKS, OMAHA BIOVE Douglas St.
Telephones: Bell, Douglas 560; Ind., A-362

REAL ESTATE TRANSFERS

Aifred Hogetts and wife to Martin Weish, let 19, block 1, Anderson Place
William M. Johnson and wife to Swan Larson, wid feet of swig block 8, 2d add, to Corrigan Place
Lawrence Skow and wife to N. P. Dodge, Jr., right-of-way in et nwig 16-16-13.
Same and others to same, 4 acres in northwest corner 16-16-15.
Mary A. McShane and husband to William Lawson, part swig nwig 8. Milton Rodgers Estate company to Milton Rodgers Estate company to Charles Grucuig, wii feet lot 4, block 137,0mahs
United Real Estate and Trust company to Clara Smith, lot 5, block 14, Kountze Place
Thomas H. Adams to John Swanson, nill feet block 14, Hickory Place.
Harry M. Christie to John E. Esier, lot 24, Christie Place
Jose R. Lane, administrator, to Frank
Thompson, all interest in lots, blocks, parcels and tracts of land in Nebraska Nebraska ules Nieto to August Witte, etc lot 16. and wig lot II, block I, Shinn's 2d add. Andrew Saieder and wife to Carl O. Andrew Saieder and Wife to Carl O.
Anderson, lot 6, block 4, Boggs &
Hill's add
United Real Estate and Trust company to Frank Ripa, lot 28, block 2,
Kountse's 5th add.

REAL ESTATE TRANSFERS

16. Omaha
Preston C. Davison and wife to Margaret E. Waterman, lot 13, block 10, Shull's 2d add.
South Omaha Land company to Joe Krzemien, lot 1, block 315, South Omaha Omahs

Hans V. Anderson and wife to Issac N. Buner, part nwig nwig 12-15-12...

Anna E. Dainton and husband to Join Hays Pursell, part southeast corner 33-16-13 Fred H. Hawkins and wife to Sadie A. Norris, lot 1, e80 feet lot 2, and lots 6, 7, 8, 9 and 10, block 72, Benlots 6, 7, 8, 3 and 10, block 72, Benson

Sadie A. Norris and husband to Fred
H. Hawkins, lot 5, block 8, Clifton
Hill
Christina Thielke and husband to
George F. Gilmore, lot 16, block 129,
South Omaha
Edwin F. Brailey, sheriff, to Conservative Savings and Loan association,
lots 11 and 12, block 5, O'Berne &
Hosick's add.
Harvey J. Grove and wife to Levert
I. N. Goodin et al., lots 2, 4, 5 and 5,
block 7, Halcyon Heights

LEGAL NOTICES

PROPOSED CONSTITUTIONAL AMEND-The following proposed amendment to the constitution of the State of Mebraska, as hereinafter set forth in full, is sub-mitted to the electors of the State of Me-braska, to be voted upon at the general election to be held Tuesday, Movember 3rd, A. D. 1968.

A JOINT RESOLUTION to amend Sections two (2), four (4), five (6), six (6) and thirteen (13), of Article six (5), of the Constitution of the State of Nebrasks, relating to Judicial Powers.

Be it Resolved by the Legislature of the State of Nebrasks:
Section 1. Amenament proposed. That Section two (2) of Article six (5), of the Constitution of the State of Nebrasks, be amended to read as follows:
Section 2. (Supreme court; judges; jurisdiction.) The Supreme Court shall consist of seven (7) judges; and a majority of all elected and qualified judges shall be necessary to constitute a quorum or pronounce a decision. The Supreme Court shall have jurisdiction in all cases relating to the revenue, civil cases in which the state is a party, mandamus, quo warranto, habeas corpus, and such appellate jurisdiction as may be provided by law.
Section 2. (Amendment proposed.) That Section four (4) of Article six (6), of the Constitution of the State of Nebraska, be

Supreme Court, who shall hold his office for the period of six years. Provided, that the member of the Supreme Court whose term of office expires in January, 1914, shall be Chief Justice of the Supreme Court during that time until the expiration of his term of office. And, provided further, that upon the adoption of these amendments by the electors of the State, the Governor shall, immediately upon issuing the proclamation declaring said amendments adopted, appoint four (4) judges of the Supreme Court, two (2) of where shall be elected at the general election in 1909, and have qualified; and the other two (2) shall hold their office until their successors shall be elected at the general election in 1909, and have qualified; and the other two (2) shall hold their office until their successors shall be elected at the general election in 1909, and have qualified. As qualified.

Section 4. (Amendment proposed.) That Section 6. (Caltef justice.) The Chief Justice shall serve as such during all the term for which he was elected. He shall preside at all terms of the Supreme Court, and in his absence the judges present shall select one of their number to preside temporarily.

Section 5. (Amendment proposed.) That Section 6. (Caltef justice.) The Chief Justice shall serve as such during all the term for which he was elected. He shall preside at all terms of the Supreme Court, and in his absence the judges present shall select one of their number to preside temporarily.

Section 5. (Amendment proposed.) That Denver Limited 4.255 pm 2:36 pm 10:20 pm 10:2

rarily.
Section 5, (Amendment proposed.) That
Section thirteen (13), of Article six (6), of
the Constitution of Nebraska, be amended the Constitution of Nebraska, be amended to read as follows:

Section 12. (Judges, salaries.) That judges of the Supreme Court shall each receive a salary of \$4,500, and the Judges of the District Court shall each receive a salary of \$3,000 per annum, payable quarklerly.

Approved April 8, 1907.

salary of \$2,000 per annum, payable quarkerly.

Approved April 8, 1907.

I. Geo. C. Junkin, Secretary of State, of the State of Nebraska, do hereby certify that the foregoing proposed amendment to the Constitution of the State of Nebraska is a true and cerrect copy of the original eurolled and engrossed bill, as passed by the Thirtieth session of the legislature of the State of Nebraska, as appears from said or proposed amendment is submitted to the qualified voters of the State of Nebraska for their adoption or rejection at the general election to be held on Tuesday the 3rd day of November, A. D. 1908.

In testimony whereof I have nerveunto set my hand and affixed the Great Seal of the State of Nebraska. Done at Lincoln, this Lith day of July, in the year of our Lord One Thousand Nine Hundred and Thirty-third, and of the Independence of the United States the One Hundred and Thirty-third, and of this State the Forty-second.

GEO. C. JUNKIN, GEO. C. JUNKIN, Secretary of State.

PROPOSED CONSTITUTIONAL AMEND-MENT.

The following proposed amendment to the constitution of the State of Mebraska, as hereinafter set forth in full, is sub-mitted to the electors of the State of Me-braska, to be voted upon at the general election to be held Tuesday, November 3rd, A. D. 1908.

of loaned each an active states of states of founds of this state, and such other securities as the legislature may from time to time direct. And such funds, with the interest and income thereof, are hereby solemnly pledged for the purpose for which they are transferred to any other fund for other the bar of justice and was fined \$2 for wearing his hat in the hall.

Lewis Metr was also arrested and fined a like amount for refusing to wear a wig. Dr. Martin was arrested and fined \$2.50 for being too fat.

Section 2. (Ballots; Adoption.) That at said election in the year 1805, on the ballot of each elector voting thereat, there shall be printed or written the words: "For proposed amendment to the Constitution with reference to the investment of the permanent school fund." and "Against said proposed amendment to the Constitution with reference to the investment of the permanent school fund." And if a majority of all voters at said election shall be fer

LEGAL NOTICES

such amendment the same shall be deemed to be adopted.

Approved April S. 1907.

I, Geo. C. Junkin, Secretary of State, of the State of Nebraska, do hereby certify that the foregoing proposed amendment to the Constitution of the State of Nebraska is a true and correct copy of the original enrolled and engrossed bill, as passed by the Thirtieth session of the legislature of the State of Nebraska, as appears from said original bill on file in this office, and that said proposed amendment is submitted to the qualified voters of the State of Nebraska, as appears from said original bill on file in this office, and that said proposed amendment is submitted to the qualified voters of the State of Nebraska for their adoption or rejection at the general election to be held on Tuesday, the 3rd day of November, A. D. 1908.

In testimony whereof I have hereunto set my hand and affixed the Great Seal of the State of Nebraska. Done at Lincoln, this isth day of July, in the year of our Lord One Thousand Nine Hundred and Eight, and of the Independence of the United States the One Hundred and Thirty-third, and of this State the Forty-second.

(Seal.)

THE SOUTH OMAHA AND WESTERN

(Seal.)

Secretary of State.

THE SOUTH OMAHA AND WESTERN RAILROAD COMPANY-Special Meeting.—Omaha, Neb., October 7, 1998.—A special meeting of the stockholders of The South Omaha and Western Railroad Company will be held at the office of the Company in Omaha, Neb., on Friday, December 18, 1898, at il o'clock a. m., for the purpose of authorizing and providing for the sale of the railroad of The South Omaha and Western Railroad Company, with its franchises and appurtenances, its real estate and personal property, to Union Pacific Railroad Company, the consideration for such sale to be the cancellation of the bonds and satisfaction of the mortgage of sald The South Omaha and Western Railroad Company, and the assumption of all its other indebtedness by the said Union Pacific Railroad Company; and for the purpose of transacting all such other business as may legally come before the meeting. For the purposes of the meeting the books for the transfer of stock will be closed at 2 o'clock p. m. on Monday, December 7, 1908, and will be reopened at 10 o'clock a. m. on Saturday, December 19, 1908. T. M. ORR, Secretary, OsdtoDis

RAILWAY TIME CARD UNION STATION-10TH AND MASON

CHICAGO P MCCASO	
Leave.	Arriva.
Overland Limited a 8:50 am	a 9:40 pm
Colorado Express	a 5:00 pm
Atlantic Express	a10:15 am
Oregon Express 4:10 pm	at 5:00 pm
Los Angeles Limitedal2:56 pm	a 9:15 pm
Fast Mail 2:30 am	n 5:45 pm
China and Japan Maila 4:00 pm	a 5:00 pm
North Platte Locala 7:42 am	a 4:45 pm
ColoChicago Special a12:10 am	a 7:05 am
Beatrice & Stromsburg	*****
Local b12:30 pm	b 1:40 pm
Illinois Central—	
Chicago Expressa 7:15 am	a 3:45 pm
Chicago Limiteda 6:00 pm	a 8:30 am
MinnSt. Paul Express b 7:15 am	
MinnSt. Paul Lima 6:00 pm	a 8:30 am
Chicago & Northwestern-	
Chicago Daylight a 7:25 am	a11:48 pm
St. Paul-Minn. Exp 7 46 am	a10:20 pm
Chicago Local	a 3:28 pm
Sloux City Passenger a 3:50 pm	a 9:10 am
Chicago Special a 6:00 pm	a 8:23 am
St. Paul-Minn. Limited.a 8:20 pm	a 8:00 am
Los Angeles Limiteda 9:30 pm	812:35 pm
Overland Limiteda10:00 pm	a 8:23 am
Fast Mail	a 3:35 pm
Sioux City Local a 3:50 pm	a 9:20 am
Twin City Limiteda 8:20 pm	a \$:00 am
Norfolk-Bonesteel 2:40 am	A 5:20 pm
Lincoln-Long Pine 7:40 am	a10:35 am
Deadwood-Lincolna 3:00 pm	a. 5:30 pm
Casper-Landera 2:00 pm	a 5:20 pm
Hastings-Superior b 3:00 pm	b 5:20 pm
Fremont-Albionb 5:30 pm	b 1:35 pm
Wabash-	
St. Louis Express a 6:30 pm	a 9:25 am

habeas corpus, and diction as may be provided by law.

Section 2. (Amendment proposed.) That Section four (4) of Article six (6), of the Constitution of the State of Nebraska, be amended to read as follows:

Section 4. (Supreme court, judges, election, term, residence.) The judges of the Supreme Court shall be elected by the electors of the state at large; and their term of office, except as hereinafter provided, shall be six years. And said Supreme Court judges shall, during their term of office, reside at the place where the court is holden.

Section 3. (Amendment proposed.) That Section 3. (Amendment proposed.) That Section 6. (Supreme court, judges, amended to read as follows:

Section 6. (Supreme court, judges, samended to read as follows:

Section 6. (Supreme court, judges, samended to read as follows:

That at the place where the court is holden.

Section 6. (Supreme court, judges, samended to read as follows:

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Section 7. (Supreme court, judges, samended to read as follows:

Section 8. (Supreme court, judges, election, term, residence.) That at the supreme court, judges of the court is holden.

Section 8. (Supreme court, judges, election, term, residence.) That at the supreme court is holden.

Section 8. (Supreme court, judges, election, term, residence.) That at the supreme court is holden.

Section 9. (Supreme court, judges, election, term, residence.) That at the supreme court is holden.

Section 6. (Supreme court, judges, election, term, residence.) That at the supreme court is holden.

Section 8. (Supreme court, judges, election, term, residence.) That at the supreme court is supreme court.

Section 9. (Supreme court, judges, election, term, residence.) That at the supreme court is supreme court.

Section 6. (Supreme court, judges, election, term, residence.) That at the supreme court is supreme court.

Section 8. (Supreme court, judges, election, term, residence.) The supreme court is supreme court.

Section 1. (Supreme court, judges,

Constitution of the State of Nebraska be amended to read as follows:

Section 6. (Supreme court, judges, election, term; chief justice.) That at the general election to be heid in the state of Nebraska in the year 1909, and each six years thereafter, there shall be elected three (3) judges of the Supreme Court, who shall hold their office for the period of six years; that at the general election to be heid in the state of Nebraska in the year 1911, and each six years therefore, there shall be elected three (3) judges of the Supreme Court, who shall hold their office for the period of six years; and at the general election to be held in the state of Nebraska is the year 1911, and each six years therafter, there shall be elected three (3) judges of the Supreme Court, who shall hold their office for the period of six years; and at the general election to be held in the state of Nebraska is

1	Chicago, Milwankee & St. Paul-		
	Chi. & Colo. Speciala 7:75 am Cal. & Ore. Expressa 6:00 pm	8. 6:25 Tift	
	Overland Limiteda 9:58 pm Perry Local b 5:15 pm	a \$:30 an	
	BURLINGTON STA 10TH &	MASON	
1	Burlington-		
S	Leave.	Arriva	
2	Denver & California a 4:10 pm	a 3:50 nn	
	Northwest Special a 4:10 pm	a 3:50 pm	
34	Black Hills	a 6:10 pr	
ш	Northwest Expressall:59 pm	a 9:08 an	
6	Nebraska pointsa 8:45 am	a 6:10 pr	
9	Nebraska Expressa 9:15 am	R 6:10 pr	
	Lincoln Fast Mail b 1:20 pm	#12:11 pm	
1	Lincoln Local	b 9:08 ar	
1	Lincoln Local		
	Schuyler-Plattsmouth b 3:10 pm		
i	Bellevue-Piattsmouth a 8:00 pm Piattsmouth-Iowa b 9:18 am	a 8:50 ar	
•	Bellevue-Plattsmouth	b 1:06 pr	
1	Bellevue-Plattsmouth c 2:35 pm	c 2:40 pr	
t.	Denver Limited 4:10 pm		
1	Chicago Speciala 7:25 am		
4	Chicago Express 8 4:20 pm		
d	Chicago Flyer a 6:30 pm	8, 3:30 BI	
	Iowa Local 8 9:15 am	A11:30 ar	
t	St. Louis Expressa 4:45 pm		
	Kansas City & St. Joe., a10:45 pm Kansas City & St. Joe., a 9:15 am	a 6:30 ar	
	Kansas City & St. Joe. a 4:45 pm	a 6:10 pr	
-	Ramas City & St. Just. a 1:40 pm	*******	
	WEBSTER STA15TH & W	EBSTER	
4			

a Daily, b Daily except Sunday, c Sunday only, d daily except Saturday, e daily

TOM FLYNN VICTIM OF JOKE Democratic Leader is Captured by Benson Engles and Placed

A JOINT RESOLUTION to propose an Amendment to Section 9, Article 8, of the Constitution of the State of Nebraska:

Section 1. (Amendment.) That at the general election for state and legislative officers to be held on the Tuesday succeeding the first Monday in November, 188, the following provision be proposed and submitted to the electors of the state as an amendment to Section 9, Article 8, of the Constitution of the State of Nebraska:

Section 8. (Educational Funds, Investment.) All funds belonging to the state of nebraska:

Section 9. (Educational Funds, Investment.) All funds belonging to the state for educational purposes, the interest and income whereof only are to be used, shall be deemed trust funds held by the state, and the state shall supply all losses thereof that may in any manner accrus, so that the same shall remain forever inviciate and undiminished; and shall not be invested of this state, and such other securities as registered school district bonds of this state, and such other securities as the legislature may from time to time.

Lewis Metr. Was the experience of Thomas J. Flynn, democratic country chairman, at Benson Thursday evening where he went to attend the Eagles carnival.

Mr. Flynn is president of the Omaha lodge of the Eagles and went to Benson to take fraternal greetings. As soon as he stepped in the hall, however, he was tapped on the shoulder by a hig policeman and hustled in a cell where he was kept and exhibition for half hour, the crowds gathering around to see a real politician in captivity. Mr. Flynn said that he was sure he had not embezzled any campaign funds or had divulged any of the secrets of the lodge and he could not imagine what he was arrested for. Finally he was taken before the bar of justice and was fined the first Monday of the secrets to the secret the same shall remain forever inviciate as the legislature may from the could not imagine what he was also averaged and fined the could not imagine what he was also averaged and fined to the care.



Low Fares

Dakotas and Montana

\$22.50 For the round trip from Omaha and Council Bluffs to Lemmon, S. D., Hettinger, Bowman and Marmarth, N. D., and Mildred, Mont.

\$27.50 For the round trip from Omaha and Council Bluffs to Musselshell, Roundup, Lavina, Harlowton, Moore and Lewistown, Mont.

> October 6th and 20th November 3rd and 17th

Tickets good to return in 21 days.

Books describing in detail the new country opened and opportunities offered along the Pacific Coast Extension of this Railway, are free for the asking.

Ticket Office: 1524 Farnam St., Omaha.

F. A. NASH

General Western Agent.

Chicago, Milwaukee & St. Paul Railway

SUPREME COURT

SUPREME COURT

16190. McNeny against Campbell. Appeal from Webster county. On motion for rehearing. Former judgment modified to read, "Cause remanded to the district court for further proceedings." Motion overruled. Per Curiam.

1620. Ambier against Patterson. Appeal from Daugias county. On motion for rehearing, motion overruled. Duffie, C.

1620. Leman against Chipman. Appeal from Saline county. Affirmed. Calkins. C.

1. A judgment against a surety upon a supersedeas bond is a debt contracted at the date of the approval of such bond within the meaning of that clause of the timber culture law, which provides that an acquired under such law shall not in any event become liable to the skitisfaction of any debt or debts contracted prior to the issuing of the final certificate therefor. 1628. The Red Line Mutual Telephone Company against Pharris. Appeal from Nuckolls. Affirmed. Epperson, C.

1. Evidence of a conversation in which one party states mere conclusions as to a contract is not evidence of the contract. 1498. Platte Valley Milling company against Malmsten. Appeal from Dawson county. On motion for rehearing, motion overruled. Barnes, C. J.

1. Evidence of a conversation in which one party states mere conclusions as to a contract as not evidence of the contract. 1498. Platte Valley Milling company against Pharris. Appeal from Dawson county. On motion for rehearing, motion overruled. Barnes, C. J.

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1. Evidence of a conversation in which one party states mere conclusions as to a contract as not evidence of the contract. 1498. Platte Valley Milling company against Pharris. Appeal from Dawson county. On motion for rehearing, motion overruled. Barnes, C. J.

1. Evidence of a conversation in which contract the form of the final contract the fo

14577. Burnes against Sim. Appeal from Nemaha county. Motion for rehearing overruled. Good, C., Division No. 1.

1. Contract for assignment examined and held, under the evidence, to fall within the provisions of section 1326, Cobbey's annotated statutes for 1997, which provides that, when the terms of an agreement have

notated statutes for 1997, which provides that, when the terms of an agreement have been intended in a different sense by the parties to it, that sense is to prevail against either party in which he had reason to suppose the other understood it.

2. Syliabus in Barnes against Sim et al., 114 N. W. 154, modified.

15152. The state of Nebraska against Pisher. Original. Defendant suspended from practice of his profession in this and the 2. The courts will not interfere with the proper administration of the business af-

2. The courts will not interfere with the proper administration of the business affairs of a litigant, but when necessary will render assistance therein.

1529i. Wiruth against Lashmett. Appeal from Perkins. Reversed and remanded. Epperson, C. Division No. i.

1. The exalting of value by an agent employed to purchase real estate for his principal beyond what he believes it to be is not permitted, and if the principal relies upon the representations of the agent the latter and his co-conspirator are liable in damages.

damages.

2. In action for the recovery of money only, a verdict of the jury which finds that the plaintiff is entitled to recover a certain amount in cash and also three notes described in the verdict is erroneous.

15293. Mohr against Rickgauer. Appeal from Boyd. Reversed and remanded. Calkins, C.

While an oral promise tof pay a commission to a broker for the sale of real estate

1897, so long as it rests in parol, it consti-tutes a sufficient consideration to support a promissory note given in payment of such 15294. Nortnass against Pioneer Townsit

Company. Appeal from Dawes. Affirmed. Good, C. Division No. 1. 1. A married woman has no inchoate right of dower in real estate which her husband holds under a contract of purchase, having holds under a contract of purchase, having paid only a part of the purchase price. An assignment of such a contract of purchase duly signed and acknowledged by the husband alone is sufficient to transfer to his assignee all his interest in the land so held.

2 When a former decision of this court has established a rule of property, which has been relled upon for many years as the foundation of real estate titles, the court will not overturn such rule, although court will not overturn such rule, although it cannot assent to the reasoning upon which it is based. Grandjeah against Beyl,

Neb. —, 114, N. W., 414, followed and

approved.

3. A contract between a vendor and vendee of real estate is not affected by any secret intention of the vendse to use the premises for an immoral or unlawful purpose.

15187. Fagan against Fagan. Appeal from Nance. Affirmed, Fawcett, C. Division No. 2.

1. The allegations contained in the 5th paragraph of the petition, set out in the

Benson Engles and Placed in Cell.

Arrested, locked up in a cell and fined & was the experience of Thomas J. Flynn, democratic county chairman, at Benson Thursday evening where he went to attend the Eagles carnival.

Mr. Flynn is president of the Omaha lodge of the Eagles and went to Benson to take fraternal greetings. As soon as he stepped in the hall, however, he was tapped on the shoulder by a hig policeman and hustled in a cell where he was kept green within the captivity. Mr. Flynn said that he was gathering around to see a real politician in captivity. Mr. Flynn said that he was sure he had not embezzled any campaign funds or had divilged any of the secrets of the lodge and he could not imagine what he was arrested for. Finally he was taken before the bar of justice and was fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount for refusing to wear a wig. Dr. Martin was arrested and fined at like amount fo defense, which plaintiff is not required to anticipate in its petition.

2. The burden of proof is on the defendant to establish such defense, and on failure thereof, or to show other earts in mitigation of damages, the measure of recovery is the contract price.

1536, Prowett against Mance County. Ampeal from Nance. Affirmed. Calkins, C. Division No. 2.

1. The act of April 1, 1901, entitled an act to amend sec. 19 of chap. 10 Comp. Stat. 1999, and to repeal said section as now existing (laws 1991, chap. 10 is void because the matter sought to be added to the amendment is not sermane to the subject of the section as enacted.

Knight against Lancaster county, 74 Neb. 25 followed.

2. Where in reliance upon the proviso attempted to be added to sec. 19, chap. 10 Comp Stat. by the act of 1991, (chap. 11 laws of 1991), a county treasurer brings suit to recover the amount paid by him as compensation to a surety company upon

ment of the district court, in a criminal case, in a part and affirm it in part where the legal part is severable from that which is illegal.

4. Former judgment herein modified and idhered to. 15709-10-11-12-13. State ex rel Woods against Rathsack, State ex rel Woods gainst Rathsack. Original peremptory writ of mandamus allowed. Good, C. Dept.

1. Where a hearing has been had upon an application for a license to sell intoxicating liquors and a remonstrance thereto, and such remonstrance has been overruled and the license issued, and an appeal has been taken to the district court within a reasonable time, the license so issued should be recalled and revoked pending the appeal in the district court, and mandamus will issue to compel the recall and revokation of the license. damus will issue to compet the recall and revocation of the license.

14175. In redisbarment of William L. Newby. Original. Dismissed. Letton, J. In proceedings for disbarment the presumption of innocence applies and the culpability of the respondent must be established by a clear preponderance of the evidence.

ence. 15146. Butler against Libe Appeal from

No. 1.

1. Where a contract is executory, one party has the legal right to stop performance on the other side by an explicit direction to that effect, subjecting himself to such damage as will compensate the other party for being stopped in the performance of his part at that stage in the execution of the contract. The party thus forbidden to proceed cannot afterwards go on, complete the contract and recover the contract price as such; his only remedy being for damages for breach of contract.

2. Where the vendor in an executory contract for the sale of goods receives notice from the vendee that he will not accept delivery of the goods or pay for the same, and the vendor, notwithstanding such notice, leaves the goods at the place of delivery named in the contract, and brings suit against the vendee as for goods sold and delivered, he cannot recover in such action, either the purchase price of goods, or the damage sustained in consequence of the vendee's breach of the contract.

3. A written stipulation of facts or mode of proof filed in a cause forms no part of the record, unless made so by a bill of exceptions.

4. In the absence of a bill of exceptions.

exceptions.

4. In the absence of a bill of exceptions, it will be presumed that an issue or fact raised by the pleadings received support from the evidence, and that such issue was correctly determined. orrectly determined.
15245. Currier against Teske. Appeal from Madison. Affirmed. Good, C. Division

health and that the father is contributing to his support is immaterial.

5. And if the father in attempting to eject such third person commits an assault upon him, he is liable in an action for the damages resulting therefrom.

1660. State against Martyn. Appeal from Platte. Exceptions of state sustained. Barnes, C. J.

1. A contract between a railroad company and a physician by the terms of which he is to receive for professional services to be rendered by him for the company at its request, the sum of \$2\$, per month, and arr annual pass over its lines of road, where the physician does not spend a major portion of his time in the employment of the company is prohibited by the provisions of sections 10.654 and 10.655 of Cobbey's Annotated Statutes, 1907, and the acceptance and use of such a pass by the physician renders him guilty of a violation of those sections.

proper and use of free transportation, are a proper and reasonable exercise of the police power of the state, and the power of the legislature to regulate the business of common carriers by preventing unjust discriminations, and are not unconstitutional 13273. Herbage against McSee. Appeal from Holt, Affirmed. Root, C. Division No. 2. No. 2.

1. A defendant in a foreclosure proceeding sued by the initial letters of his name who does not appear in the action, and upon whom personal service of a summons is not

made, is not bound by the decree rendered therein.

2. A mortgage in real estate continues as a lien thereon for only ten years from the maturity of the debt secured, unless in the meantline a payment has been made thereon, or the statute of limitation otherwise tolied.

3. "When land is unimproved and unoccupied, the person holding the local title is deemed to be in possession thereof," Yorgensen against Yorgensen, 6 Neb., 384, and Troxell against Johnson, 52 Neb., 46, approved and followed.

4. Naked color of title, derived through a sheriff's void sale, does not draw to it constructive possession is not taken of any part of the premises, so as to confer any estate by mere lapse of time.

5. If the owner of a mortgage which is barred by the statute of limitations nake affirmative relief, the court upon a plea of said statute and proof adduced in support thereof, may dismiss the action without compeling the defendant to pay any part of the outlawed claim.

1527. Moyer against Lovett. Appeal, Dawes. Affirmed. Epperson, C. Division No. 1.

1. A tender of the amount secured by

I. A tender of the amount secured by pledge of personal property made upon the maturity of the debt, although not accepted nor kept good, will release the property from the lien of the pledge.

2. Wilkins against Redding, 70 Neb., 182, ortilesed. 2. Wilkins against Redding, 70 Neb., 182. criticised.

3. The pledge of personal property fraudulently represented that he had sold the property pledged and sent \$20 to the pledger as a part of the purchase prices which the latter, relying upon the fraudulent representations, retained until he discovered the fraud. Held, that the pledger was not liable for interest upon the \$20, 16277. Riley against Cudahy Packing Company. Appeal. Douglas. Affirmed. Good, C. Division No. 1.

1. It is the duty of a master to exercise reasonable care to provide a reasonably safe place for his servant to work and to exercise the same descree of care to keep it reasonably safe, and to that end it is his duty to make seasonable and timely inspection o fithe premises.

2. In a passageway frequently used by his servants in the performance of their duties, a master permitted for a year or more a steel plate two inches thick and nine feet square to stand on edge in such a position that it was nearly balanced and sight force was sufficient to cause it to topple over, and it fell across the passageway and injured one of his servants. Held, to be a question of fact for the jury whether the master was guilty of negligence.

2. Where a large steel plate toppled over

correctly determined.

15246. Currier against Teske. Appeal from Madison. Affirmed. Good. C. Division No. I.

Where a valid real estate mortgage has been foreclosed, even though the foreclosure proceedings were void, neither the mortgage nor anyone claiming under him will be permitted to assail the title acquired through the foreclosure proceedings with reasonable certainty.

Lincoln the foreclosure proceedings without paying or tendering the amount of the decree and interest. Stull against Nasilonka, 44 Neb. 368, 164 N. W. 188, followed. 1583. Ogden against Garrison. Appeal from Harlan. Affirmed. Epperson, C. Division No. I.

L. To secure a review of an equity case in this court, the filing of a motion for a new trial in the court below is not required. 2. A purchaser is chargeable with notice of a tenant's rights when the latter is in the actual possession of the real estate at the time it is sold.

3. The execution of a new lease, in which the tenant does not expressly pisserve fixtures or improvements erected by him ander a preceding lease, does not deprive him of the right to remove them. IEMI Covpetthwait against Brown. Appeal from Pawnee. Affirmed. Fawcett, C. Division No. 2.

1. The assignment in a motion for a new trial that a group of instructions is erronsecuted by the court of the disputed fact, is relevant to the case. 2. An assignment is a motion for a new trial that a group of instructions is erronsecuted from Pawnee. Affirmed. Fawcett, C. Division No. 2.

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