THE OMAHA DAILY BEE: SATURDAY, OCTOBER 31, 1908.

REAL ESTATE REAL ESTATE HOME TERRACE LOT SALE EASY PAYMENTS

If you want to acquire a lot for a home, or make an investment, or offer your boy or girl a chance to save and own a part of the earth, which everyone should have an ambition to do, HERE IS YOUR CHANCE to get a lot at cash prices and on easy payments.

No lot is cheap on payments that is not cheap for cash. If these lots are not cheap for cash they are not cheap on payments. To accommodate those who cannot or who do not care to pay cash, and to accommodate ourselves by selling these lots in a week-instead of waiting for cash purchasers, we make this offer. It is a square deal. Let us put our time against yours and show you these lots.

HOME TERRACE

is high, sightly and beautiful. Is right in town. Between 37th and 40th Sts. Between Martha and Arbor Sts. Near Windsor school. Near Hanscom Park. Near Field Club. Is laid out in a manner so no cuts or fills will ever be ne-Martha street is now being graded and a four-foot cement sidewalk COSSBTY. will be laid at our expense on all lots fronting on this street. Lots full 50-foot front and on or above grade. Prices range from \$150 to \$300 a lot; a few are less. Terms, \$5 cash, balance \$1 a week or \$4 a month. Not a dollar added to the price on account of easy payments. A purchaser with \$5 can buy a lot s cheaply as one with all cash. Warranty deed and abstract with every lot.

SALE SATURDAY, OCTOBER 31ST.

from 2 p. m. until dark. Those desiring to view the lots before this date will find someone on the ground every evening from 3 o'clock until dark. Take West Side Hanscom Park car, get off at Martha street, go west and you will see the flag.

Denver-

600 Paxton Block.

ACRES, Sist near Centor, \$1,250. Harrison & Morton, Omaha. (19)--513 30

\$2,650

2414 Maple-A cozy 6-room cot-tage; brand new and strictly modern; south front; one-half block to car. Any reasonable terms. A decided snap.

PAYNE INVESTMENT CO.,

Colorado.

FARM AND FRUIT LAND.

Nebraska.

AN IDEAL HOME

Twenty acres, 5-room cottage, barn, etc; orchard; in city limits at Plattsmouth, Neb.; improvements alone worth \$2,500. Price, \$4,500, one-third cash. HASTINGS & HEYDEN, LAND, DEPT., 230 S. 17th St.

Texas.

5,000 ACRES fine Texas land at \$6.50 per acre. Investigato now. Charles B. Wil-son, Mondamin, Ia. (30)-M882 lx

REAL ESTATE LOANS

(19)-888 30

(20)-751

(30)-893

BENSON & CARMICHAEL. 'Phone Douglas 1722. 642 Paxton Block. W. H. CRARY,

'Phone Douglas 442.

LIST your property with Chris Boyer, 22d and Cuming Sts. (12)-129 Save Winter's Rent

\$15, \$100, \$150 AND \$200 CASH; \$10. \$12. \$15 AND \$35 PER MONTH WILL SECURE A GOOD HOME.

WILL sell or rent good 5-room cottage, newly papered; bath, gas, clatern, sewor, cellar, good yard; brick walks, \$1,700. 2606 Patrick Ave.; easy terms, rent \$17,00. Apply owner, 1406 N. 21st. Tel. Webster 339. (19)-M917 1x Fine new 5-room modern coitage, large comented cellar, full lot, concrete walk, heage tence, one block from car; very choice location in best section north part city. Oriered for quick sale at \$2,150; rental terms.

3-room cottage and large lot, near sid and Lake, for only \$1,100. Newly remodeled 5-room cottage, partly modern, full lot, fenced, brick walks, near isth and Dodge. An inside bargain

at \$2,500. Neat a-toom cottage, full lot, one block from car, near 2ath and Sprague, only M.600. You can't miss it in buying this

from car, near and and spinards, one show. You can't miss it in buying this, and 12-room medern dweiding, suitable for rooming or boarding apartments, large lof, well situated, noar 18th and Leavenworth, A big bargain at \$5,30.

Eastest of terms. See us today regi regarding above and other dar bargains

RUSSELL & MCKITRICK CO.,

432 Ramge Bldg., 15th and Harney. (19)-898 30

ACRES

Two acres at 37th and Newport, \$700. Two acres, West Dodge, \$2,250. Five acres near Benson, \$1,800. Fen acres West Dodge, \$3,000. Fen acres near Benson, \$2,000. Ten acres near Florence, improved, \$4,500. Five acres, 4th and Bancroft, improved. \$6,500.

Terms.

PAYNE INVESTMENT CO.,

First Floor New York Life Bldg. Phones-Douglas 1781, Independent A-1188, (19)-833 39

FIVE PER CENT money to loan on Omaha Business Property, THOMAS BRENNAN,

REAL ESTATE TRANSFERS Gustave E. Shukert and wife to Lawrence Overmicr, lots 15 and 16,

\$ 3.000 1,200

ham, Place Place Alfred Millard and wife et al to Wil-llam Delehers, lots 3 to 17, block 36, Millard Andrew Pearson and wife to Thomas B. Norris and wife, lot 4, block 22, West Oreasts

West, Omaha. West Omaha.... Elias Svenson and wife to Oscar W. Olsen, Jot 12, block 2, Hawthorne 1.689 ndd.

uglas Security company to Kath-

Douglas Security company to Katherine F. Roberts, lot 1 and n¹/₂ lot 2, block 2, Virginia Place.
Minnie D. Blackman and hushand to Thomas J. Paul, lot 4l, block 6, Jerome par.
Semers-Johnson Realty company to Kirkland T. Calkins, s20 feet lots 2 and 3, Baratoga Court.
William S. Fitch and wife to George H. Swoboda, lot 19, Prelan's add...
Louis D. Motz and wife to Robert A. Lanhart, lot 8, block 1, Sheridan Place 8.150

1,100

Lamhart, lot 8, block 1, Bheridan Place August Wierich to Mary Rafferty, lot 10, block 38, South Omaha. Julius Treitschke and wife to Mariln O. Plowman, lot 1, block 7, Bedford Place, and other property Antonia Racek to Kalerina Benak, lot 2, block 18, Kountze's 3d add. John Benek and wife to Joseph Ples-kac, part n¹/₂ lot 6, block 5, Kountze's 3d add. 800 4,000

1,500

RAILROAD COMPANY-Special Meet-ing-Omaha, Neb., October 7, 1908.-A spe-cial meeting of the stockholders of The South Omaha and Western Rairoad Com-Cail meeting of the solution of the South Orana and Western Rairoad Com-pany will be held at the office of the Company in Omaha, Neb., on Friday, De-cember 18, 1998, at 11 o'clock a. m., for the purpose of authorizing and providing for the saie of the railroad of The South Omaha and Western Railroad Company, with its franchises and appurtenances, its real es-tate and personal property, to Uhlon Pa-cific Railroad Company, the consideration for such saie to be the cancellation of the bonds and satisfaction of the mort-gage of said 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

First Floor N. Y. Life Bidg. Phones-Douglas 1781, Independent A-1188. (19))-894 31

FARM AND BANCH LAND FOR SALE RAILWAY TIME CARD UNION STATION-10TH AND MASON

Union Pacific-Denver-Greeley district, under irrigation; sugar beets, alfalfa, general farming and fruit raising; low price, easy payments. National Investment Co., 582 Brandeis Bidg., Omaha. Tel. Douglas 6601.

Illinois Central-

Chicago La Northweatern-Chicago Daylighta 7:25 am all:48 pre St. Paul-Minn. Exp....a 7:45 am all:20 pm Chicago Localall:30 am a 3:28 pm Sloux City Fassenger...a 3:50 pm a 9:20 am Chicago Speciala 6:00 pm a 8:23 am St. Paul-Minn. Limited.a 8:20 pm all:28 pm Los Angeles Limited...all:60 pm all:28 pm Overland Limitedall:60 pm all:28 pm Fast Mailall:60 pm all:28 pm

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 3 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

uster.

Supreme Court Syllabi.
An oral agreement for forbearisnee are not include the parimited in person accidentially houred as the create is a sufficient consideration to support in the starte state are not include the parimited in person accidentially houred as the create is a sufficient consideration to support in the starte state and state the superimeter of the interest in address the parimited in person accidentially houred as the create is a sufficient consideration to support in the starte state and state the superimeter of interest in address the support of the parimited in person accidentially houred as the create is a sufficient consideration to support in the state of interest in address the support of the parimited in the person accidentially houred as the create in the support of the parimited in person where a present of the form some other cause is a question of the parimited in the fair easonable mean in the fair teribation of the parimeter of market the support of the parimeter of the parimeter of market the support of the parimeter of the parimete

debtor to pay interest thereon. 2. Where a principal noic bears the max-imum rate of interest allowed by statute interest upon interest cannot be stipulated for at the time of the loan or contract, but if after the interest is due an agree-ment is made that it shall carry interest, such an agreement is valid and will be en-forced for at the time of the loan or contract, but if after the interest is due an agree-ment is made that it shall carry interest, such an agreement is valid and will be en-forced. 4. And in such a case the fact that the principal note bears the maximum rate of interest allowed by law, and that such sub-sequent agreement to pay interest upon in-terest past due also supulates for the pay-ment of such maximum rate of interest. is immaterial. 5. Evidence examined and held to sustain the finding of the district court. 1527. Elsenius against City of Randolph Appeal, Cedar. Affirmed. Root, C. Divi-sion No. 2. 1. Section 8978, Cobbey's Annotated Stat-utes, 1995, does not delegate legislative au-thority to the courts and statute is valid as supposed tax lien on the property cov-

 Section \$978. Cobbey's Annotated Statutes, 1997. does not delegate legislative authority to the courts, and statute is valid and may be enforced without violating article if or section 1 of article if of the Constitution of Nebraska.
 In proceedings under section \$978 afore-maid it is not a defense that the defendant is indebted upon its bonds or otherwise.
 Upon an appeal in an action under said statute the judgment of the district court will be affirmed unless if is made to appear that the trial judge committed an imsuit offers in his petition to pay the amount of a supposed tax lien on the property cov-ered by his mortgage, and in the prayer of his petition prays the right to make such payment, and the court so decrees, he can-not complain of such decree, even though it appears from the evidence on the trial that he was under no legal obligation to make such payment. 2. Where plaintiff in an application for the appointment of a receiver around the

appointment of a receiver, serves notice upon the parties interested that such appli-cation will be presented to the court, or to a judge in vacation, on a certain day and hour and at a designated place, the court will be allighted there it is made to ap-pear that the trial judge committed an im-portant mistake of fact or of law. Michael-son against Village of Tilden, 72 Neb. 744, 161 N. W. 1026; Gregory against Village of Franklin, Neb. 108, N. W. 148. Tranklin, Neb. 108, N. W. 148, 4. Hastings against Hansen, 44 Neb. 704, Intinguished.

hour and at a designated place, the court or judge is without power, except by stipu-lation or appearance of the parties, to hear such application at an earlier date than that specified in such notice. 3. And where the record on its face shows that the court or judge acted on such ap-plication one day earlier than the date specified in such notice, and appointed a receiver as requested in said application without any appearance or consent by the adverse party, such appointment is void and the judgment of the court or judge making the same may be attacked collater-aily. Sign Arthur against Glover. Appeal from ster. Afirmed. Root, Barnes, C. J., curring, separately; Letton, J., dissentng. 1. "Every proprietor may lawfully in-

The second approximate convert shows a strange of the second by the second by the second second by the second second second by the second second second by the second secon

patient cured of an injury from which it cross-arms." Held, that notwithstanding CLEVER CAPTURE OF CROOKS

Shrewd titel, Robbed of Her Jewels, Geth Busy Cujetly and 37'des.

There is an old story of a woman what kept a bold robber in conversation until the police came, Then she fainted.

This is the story of a girl that didn't faint.

Until Sunday afternoon Mias Lucila Kautz of Chicago never had caught a robber. She had seen pletures of them and had read stories about them; the charge as a whole correctly defines the law. 15290. First National Bank egainst Sam-ueison. Appealed from Richardson. Af-firmed. Root, C. Division N.C. 2. 1. A bond given to a national bank by its president to insure the faithful perform-ance of his duties as such officer, which purports to continue "during his appoint-ment," must be read in connection with the term of that appointment, and if it is for a definite period, the sureties will not be liable for their principal's misconduct subsequent to the expiration of the thus for which he was appointed. IS335. Northwestern, Thresher Company against Rubicsk. Appeal from Saine. Af-firmed, Fawcett, C. Division No. 2. 1. A mere uncommunicated purpose to accept an offer for the sale or purchase of property does not constitute an acceptance. she had even seen one after he had served a sentence in the bridewell. She know robers were had. She knew they sometimes wore masks and carried dark lanterns

which threw a garish, conical light. And they were thoroughly bad.

But last Sunday she caught two of them. Mind your she caught them.

Miss Kauts lives with her mother at 205 Cass street. She is 30 years old. She looks just 20 and her pretty smile and her demure eyes never would give out the intimation that she could catch cobbers.

Last week two men came to the Kauta residence. Mrs. Kautz occasionally permits accept an otter for the sale of purchase of property does not constitute an acceptance, and where parties are distant, and the con-tract is to be made by correspondent, the writing of a letter or telegram containing notice of acceptance, is not, of itself suf-ficient to complete a contract. In such a case the act must involve an irrevocable a room or two to be rented. These two men engaged lodgings. Their names were J. B. Cochlan, 23 years old, and J. A. Jefferson, 50 years old. They were quits at home in the broad daylight. Even be it ement to complete a contract. In work a ase, the act must involve an irrevocable ement and the letter must be placed in the nall, or the telegram deposited in the tele-taple office, for transmission, and thus laced beyond the power of control of the ender, before the assent becomes effectual said that robbers like it better at night. They told Mrs. Kautz that they were way office and they were stylishly dressed. At any rate, their prosperous appearance completely disarmed Mrs. Kautz of any suspicion.

sender, before the assent becomes effectual to consummate a contract; and not then, unless the offer is still standing. 2. Where an order given for machinery contains a clause giving the vendor the right to accept such order or not as he please, and no time is fixed within which such accept such order. The order has the right, up to the time of acceptance, to countermand such order. 3. The facts stated in the opinion held ample to sustain the conclusion that plain-tiff's representative. J. F. Hennessy, in his negotiations with defendants on July 11 and 12 1904, had power to bind the plain-tiff is that transaction. When Sunday came Miss Kautz, in preparing her toilet, discovered that a diamond supprist, a diamond brooch and a gold watch were missing from her room Did she run screaming to her mother and siapa the household? She did not.

Did she call the police with loud acclaim? Quite the contrary. The small matter of a few diamonds more or less seemed II and 12 1994, had power to bind the plain-tiff in that transactior. 15317. Here asainst James. Appeal from Otce. Affirmed. Duffie, C. Division No. 1. 1. The defendant and a former owner of a farm used a private road over and across hand owned by the plaintiff in order to reach said farm. Such use commenced in J884, and continued without interruption up to about the time this action was com-menced. In December, 1996. Defendant claimed a right of way over the plaintiff's land acquired by prescription, and refused to shut the gates maintained at the north and south boundaries of the plaintiff's land to weigh less heavily on the smilling girl than the fact that she had just washed her hair and couldn't do a thing with it. She proceeded with her toilet with calmness and deliberation, all out of keeping with the

times. Leisurely she went to her mother and said, as if she were commenting the fact that the rain barrel ought to be covered so as to keep the flies out:

"My diamonds have been stolen. I believe our new guests are the thieves. I am going walking with them and when we leave the house call the police."

Then she brushed back a stray wisp of sunny hair and strolled into the parlor, where one of the new guests was seated. "Beautiful day, isn't it, Mr. Jefferson," she observed with a trace of languor.

"Sure is," said Jefferson.

"I'd just love to go for a walk. Wouldn't you? Let's walk for a ways," she burst ut most gorgeously.

Here is where Jefferson forgot his role and became just human. In the gorgeous presence he fell back into the part of an ordinary man. He couldn't take advan-

tage of the opportunity quickly enough. Soon they were walking about and Mrs. Kautz was dashing frantically to the telehone. It will be remembered that the

Irl is the mother of the woman. The day didn't seem so beautiful once fiss Kautz and her companion had circumavigated the block-circumnavigated beng peculiarly apropos of the day-and they turned to the house. The police had not arrived. Miss Kautz had to screw up her ourage anew. She talked entertainingly and hammered out pieces on the plano Pretty soon along came Cochian to join he merry group. Then Jefferson had a unch that he ought to be excused for a minute. He went to his room.

The police from the Chicago avenue sta ion happened in about this time and pretty oon Jefferson and Cochlan were doing a sketch entitled "We're Bound to Stay together 'Till They Take the Handcuffs Off." After the patrol wagon had taken them

station

2,554

295

2,275

3,100 Place Junty treasurer to M. O. Cunning-ham, part lots 11 and 12, Marion 500 5,200

add. Aima E. Toms and husband to Carrie A. Carpenter, lot 13, block 4, Kountze Place Josephine P. Erisbin and husband to Arabet M. Kimball, part sig zwig 5,500

600

3,500

LEGAL NOTICES THE SOUTH OMAHA AND WESTERN RAILROAD COMPANY-Special Meet-

Sacrifice

his 9-room, ali ome at 30th and Chicago; house is finished in hard pine, has formed to the finished in hard pine, has formed to the finished in high provide and is in tip-top repair; lot 50x120, FRIVATE MONEY-NO DELAY. Fronting south on paved street. Price is GARVIN BROS., 1004 FARNAM. (20)-705 finished in hard pine, has furnace heat gest bargain.

Payne Investment Company, First Floor N. Y. L. Bldg.

Tel. Doug. 1781, A-1188. (19)-853 30

A Good Investment

\$10,000 for downtown corner lft within three blocks from 16kh and Harney Sts., and near high class improvements, in good location which is bound to increase in value. Investigate at once.

George & Co., 1601 Farnam St. (19)-M943 31

6 ACRES, Ames Ave, and 16th St., \$3,500. Harrison & Morton, Omaha. (19)-912 30

New High Class Houses at Reasonable Prices

15,000. 8 rooms, 1908 Spencer St., a beautiful house, entirely modern and complete, built of the very best material and workman-ship. First floor is finished in oak, with cak floors, and the second floor is plne and birch, large attic, full basement. Will sell for part cash, balance monthly pay-ment. EXPERIENCED stenographers; excellent referaces. G. Omaha Bee, Council Bluffs, Ia. (27)-MES YOUNG man with eight years' experience in general merchandise, wants position; must be in city; best of references fur-nished. Address Y 202, care Hec. (27)-M635 8x

\$5,300.

5,300. 8 rooms, 1919 Lothrop St., a large two-story square house, with 4 rooms on first floor, hot water heat, beautiful quarter-sweed oak finish and floors; nicely papered. You could not build a better house than this and it is cheap at the price. 51,500. 7 rooms, 1816 Grace St., a fine new two-story square house, close to car lines and

story square house, close to car lines and within easy walking distance of the busi-ness district; is modern and complete in svery way. Bodded yard, cement walks; ready to move into; 2600 cash and balance

44.800. 8 rooms, southeast corner of 15th and Spencer Sizs, a new house, on corner lot, in Kountze place. Has 3 rooms, nice re-caption hall on first floor, 4 bedrooms and hath on second floor; first floor is finished is beautiful oak with oak floor; entirely modern and complete in every way; \$2,000 cash will handle this and the balance can be paid in monthly payments. \$4,800.

HASTINGS & HEYDEN. 1704 Farnam St., Bee Bidg. (19)-80 30

WE have in stock (no delay) repairs for every make of furnace, steam or hot water heater, water fronts. OMAHA STOVE REPAIR WORKS, 1206-08 Douglas St. Telephones: Bell, Douglas S60; Ind., A-3621 -785 AN eastern owner has two houses in Hans-com Place rented for \$70 a month; every-thing modern; paved street; east front; will sell at a bargain; one brock north of Hanscom Park. THOMAS BREINNAN, Room I, New York Life Building. (19)-750

By using the various departments of Th-ACRES, 54th near Leavenworth, \$1.000. Bee Want Ad Pages you Harrison & Morton, Omaha. (19)-911 30 suits at the least expense. Bos Want Ad Pages you get the best re-

Room 1, New York Life Bldg. (22)-753 MONEY TO BUILD. \$500 to \$200,000 at current rates. THOMAS, 503 First Nat. Bank Bldg. WANTED-City loans. Peters Trust Co. (22)-754 PAYNE, BOSTWICK & CO., N. Y. Life. Private money; \$500 to \$5,000; low rate. (22)-756 LOWEST RATES-Bemis. Paxton block (22)-757 WANTED-City loans and warrants. W Farnam Smith & Co., 1320 Farnam St. (22)-758 100 TO 10,000 made promptly. F. D. Wead Wead Bldg., 18th and Farnam. (22)-759 MONEY TO LOAN-Payne Investment Co (22)-760 PRIVATE money to loan. J. H. Sherwood 616 Brandels Bldg. (22)-761 LOANS of \$500 to \$5,000 on Omaha rest-O'KEEFE REAL ESTATE CO., 1001 N. Y. Lafe Bidg.

WANTED-TO BUY

HIGHEST prices for 2d-hand furniture, car-pets, clothes and shoes. Tel. Doug. 3971. C25)--763

WANTED-Two good second-hand fireproof safes. Independent Lumber Co. (25)--M900 1x

WANTED-SITUATIONS

YOUNG MAN wishes position as stenog-rapher; can also act as salesman and help on books. Address Y 137, Bee. (27)-M838 1x

UNIVERSITY student wants respectable place to work for board and room; can furnish references. Address E 721, care Bee. (27)-908 30x

OFFICE SITUATION-A business woman

FFICE SITUATION-A business woman with ten years' experience in office work desires a position. Recommended by former employer as bookkeeper or con-fidential clerk. Good reasons for chang-ing employment. Address C 718, cars Bee. (27)-889 1x

WHEN writing to advertisers, kindly men-tion The Bee.

STOVE REPAIRS

Chicago Great Western-Wabash---

St. Louis Express.¹....a 6:30 pm a 9:25 am St. Louis Local, (from Council Bluffs)a 8:00 am all:15 pm Stanbery Local (from Council Bluffs)b 5:00 pm bl0:15 am Chicago, Milwaukee & St. Paul-

Rocky Mountain L4d...hlilb pm a 2:50 am Colo. & Cal. Express..a 1:30 pm a 4:30 pm Okl. & Texas Express..a 4:40 pm a 1:15 pm Missouri Pacific...

K. C. & St. L. Express.a 9:00 am a 6:45 am K. C. & St. L. Express.all:15 pm a 5:50 pm BURLINGTON STA .--- 10TH & MASON.

PRIVATE FUNDS to loan on second real estate mortgages. Apply room 218 First National Bank Bldg. Bell Phone Doug. 2318. (22)-900 Nov 29 Burlington-

(22)---762

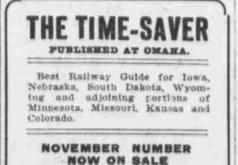
Leave. Arrive. Denver & Callfornia.... a 4:10 pm a 2:50 pm Northwest Spectal a 4:10 pm a 3:50 pm Black Hills a 4:10 pm a 6:10 pm Northwest Express all:55 pm a 9:08 am Nebraska Points a 8:45 am a 6:10 pm Nebraska Express a 9:15 am a 6:10 pm REAL ESTATE WANTED OR 8-ROOM, in good neighborhood; west or southwest; cash huyer; \$4.500 to \$7,000; no agents. Address B 718, care Bee. (23)-M881 1

RIGHT prices paid for 2d-hand furniture, carpets, stoves, clothing, shoes. Tel. Red 5401. (25)-764 WEBSTER STA .---- 15TH & WEBSTER, Chicago, St. Paul, Minneapolis &

Omaha-

Twin City Passenger. ... b 5:50 am b 9:70 pm Sloux City Passenger. ... b 5:50 am b 9:70 pm Emerson Local b 5:55 pm b 9:10 am Missours Pacific-

Auburn Localb 8:50 pm bl1:25 an a Daily. b Daily except Suno4y, c Sun-day only. d daily except Saturday, c daily.





...a 6:30 pm a 9:25 am

sured in not keeping his books of account in a fireproof safe until the expiration of the time within which to take the inventory.
IE381 Whitnack against Chicago, Burlington & Quincy Railroad co. Appeal Lancaster. Affirmed. Good, C.
1. When a bill of lading has been issued by a common carrier, signed and accepted to the shipper, it constitutes the contract for the shipper, it constitutes the contract of varied by parol testimony.
2. The language used in a bill of lading is subject to the same rules of construction which govern other contract invalid and it is torms cannot be altered or varied by parol testimony.
3. The language used in a bill of lading is subject to the same rules of construction which govern other contract invalid and it may be enforced so far as it is valid.
3. Where a common carrier accepts goods for shipment to be delivered to a connecting carrier, the first carrier will be lable for any damages to the goods resultable for any damages to the second carrier.
4. A common carrier undertook, during estimate and the shipper should furnish a cartaker was prevented from attending to one car of the second carrier. The contract provided that the shipper should furnish a cartaker was prevented from attending to one of results in the orar to prevent the first carrier was liable even though the potatoes may not a

stances imports negligence. 1876 Mutter against Daniels. Appeal Valley. Reversed. Epperson. C. Division

Valley. Reversed. Epperson. C. Division No. 1.
1. Under the act of 1965, providing for appeals to the supreme court, (Sections 1762 to 1763C, Cobbey's Annotated Statutes, Supplement of 1965), the final order of a district court rendered upon appeal from an order of the city council granting a license to sell intoxicating liquors is reviewable in the supreme court on appeal.
2. A bartender or employe of a licensed saloon keeper does not violate section 7178. Cobbey's Annotated Statutes, 1967, making it a criminal offense for a vendor of intoxicating liquor to keep the windows and doors of his saloon obstructed by screens, blinds, etc., where such bartender or employe has had nothing whatever to do with the placing or maintaining of such screens. blinds, etc.
3. It is a violation of the Buyor laws of the substantiant of the such screens.

playe has had nothing whatever to do with placing or maintaining of such screens, billed, etc.
a. It is a violation of the liquor laws of the state for a bartender or employe of a located dealer to sell intoxicating liquor.
a. It is the duty of a locating board to for a bartender or employe of a located dealer to sell intoxicating liquor.
a. It is the duty of a locating board to for a bartender or employed of a located dealer to sell intoxicating liquor.
a. It is the duty of a locating board to for a bartender or employed as a bartender, and it is a bartender.
The sell of the seldence establishes that the applicant, during the past year, while employed as a bartender, and it is a selling the past year.
a. The word against Actual Life Insurance of the remained for further proceeding.
B. An action brought to recover upon accident insurance policy where the data for the insured between the data for locate at life insure to addition of the insure between the data for locating in the insure between the data for location in reference to the insure which expressed or showed as bodily condition in reference to the the insure which expressed or showed in bodily condition in reference to the set is bodily condition in the set is bodily condition in the set is bodily condition in the set is bodily condition.

were not fellow servants. 2 A telephone company gave each of its linemen a printen notice, setting forth their-duties and stating among other things that "All linemen and other employes of the company whose duties require them to work upon or about poles, are specially charged with the duty of inspecting the im-plements with which they work, all poles cross-arms and wires, and must know that they are safe to work with or upon befor-climbing or going upon such poles and

Kautz showed the trait which spoils most theories about women. She declined to faint. Instead she said:

"Let's see what they've got."

In the room occupied by the two men were found two sult cases filled with women's dresses and finery. Under the bed covers were found the lost diamonds. Later the prisoners' pockets gave up a lot of

clearing house checks for amounts ranging from \$47 to \$170 .- Chicago Inter Ocean.

Frightful Spasms

of the stomach, liver torpor, lame back and weak kidneys are overcome by Electric Bitters. Guaranteed. 50c. For sale by Beaton Drug Co.

Professional Aid. "Do you desire my professional advice?" said the specialist to the seedy visitor. "I merely desire confirmation of a pet notion of mine that thorough mastication is essential to digestion." "Certaintily it is." "Exactly. I am glad to find we are in agreement. Perhaps you could spare me a puarter. I'd like to put our admirable theory into practice."—Philadelphia Ledger. It is an easy matter to secure business through the Bee Want Ad columns.



SOMETHING 10 INTEREST ALL THE FAMILY

Every member of the family can benefit by Bee Want Ads. The father learns of opportunities to buy a home-invest in legitimate enterprises for the protection of the family.

The mother finds bargains of every sort. She also learns of making money in many ways. She can bake cakes for strangers, sew, embroider-find a boarder for the spare room-trade the old bicycle for a sewing machine.

The son and daughter can get good positions-earn money after school.

One of your family should read them every day for the benefit of all.