Nebraska

DEFENSE BOARD FINDS A SCHOOL FOR RELIGION

State Council of Defense Discovers Minister Giving This Kind of Instruction Only to His Pupils.

Lincoln, Jan. 6.—(Special.)—An interesting discovery was made by the Nebraska State Council of Defense in connection with teaching of the German language in the schools a short time ago. A school was found being conducted during the months of November, December, January and February, four hours a day and four days a week, of an exclusive religious character.

No common school books of any character whatsoever were in use. Quite naturally, these chilren were denied the opportunity of attending the public schools, and still the minister conducting this school proved to be a man of excellent reputation and has made a good record in making his people take an active interest in the war, buying Liberty bonds and contributing to the Red Cross. As a matter of fact he, himself, had been instrumental in selling a great many bonds and collecting a liberal amount for the Red Cross.

There was no question about the minister's loyalty, and in his own mind he did not feel that he was doing wrong. When the fact was pointed out to him by the council that his school was being coducted in violation of the state law and that these children should attend the public school; he very readily conceded the justice of the council's position and voluntarily dismissed the school druing the week days and is inteding to conduct it four hours on each Saturday, which will, of course, in no way conflict with the regular school hours.

Beatrice Will Start Drive To Raise $8,700 for Y.M.C.A.

Beatrice, Neb., Jan. 6.—(Special.)—The directors of the Young Men's Christian association have made up their budget for the coming year. It will take $8,700 for the running expenses of the association here. It is planned to start on a drive next Tuesday among the business men and citizens to raise this amount. H. M. Garrett, who succeeded Guy Rathbun as secretary, expects to have all departments in running order within the next few weeks.

At a meeting of the home guards at Cortland, it was decided to levy a fine of $2.50 on each member who fails to serve at night or furnish a substitute. While the company is made up of young men who donate their services for the benefit of the town the officers propose to see that they give a good account of themselves.

The tryout for the debating squad was held yesterday at the high school and the following were selected: Mary Van Brunt, Chester Vasey, Loren Johnson, Paul Mumford, Tom Smullin and David Copeland. From this number a team of four will be chosen to represent Beatrice the coming year.

Mrs. H. A. Seamark, who has been manager of the Lincoln telegraph and telephone at Wymore for the last few years, has resigned her position and returned to Beatrice. She is succeeded by Miss Ernestine Blimmel of Nebraska City.

The annual sales school of the Dempster Mill Manufacturing company will be held in this city next week, and a hundred or more branch house managers and heads of departments from the branch houses will be here to attend the school and the annual banquet, which is to be held Saturday evening, January 12.

The local aerie of Eagles held a largely attended meeting Thursday evening and installed officers for the coming year. Six candidates were initiated. Twenty applications for membership were placed on file. A smoker was held at the close of the meeting.

News of Interest From Table Rock

Table Rock, Neb., Jan. 6.—Ex-Chancellor C. A. Fulmer of University Place, formerly of the Wesleyan university and at one time superintendent of the public schools of Pawnee City, has accepted the appointment of director of vocational education in the public schools of Nebraska. The appointment was made by State Superintendent W. H. Clemmons, approved by the state board, comprising Governor Neville, State Treasurer Hall and Superintendent Clemmons. The board has fixed the salary at $2,500.

At an early hour Wednesday morning the citizens of Humboldt were awakened by the sound of the fire whistle, and the Jess Dye barber shop was found to be ablaze. The building was the first store building built in the town, having been built by the Nims brothers and used as a general store a number of years. The stone walls still stand, being all that is left of the building. The origin of the fire has not been ascertained.

Mrs. W. E. Beebe of Pawnee City, who has been in failing health for the past two years, died at her home in that city Wednesday. Funeral services were held Thursday afternoon, and the interment was in the Pawnee City cemetery.

The annual meeting of the Pawnee County Dairy association is to be held at the court house in Pawnee City Tuesday afternoon, January 8.

Robert Hickman, a soldier boy who enlisted some time since, whose parents live in Table Rock, has arrived in France, his parents having received a letter from him bearing the address, "With the American forces in France."

Lincoln Bank Deposits Increase Two Million

Lincoln, Jan. 6.—(Special.)—Bank deposits in Lincoln increased the past year $2,015,691; railroad business, $446,868; wholesale business, $7,457,000; manufacturing, $3,270,000; postal receipts, $39,883; bank clearings, $44,656,311.

Liberty loans amounted to $5,288,800, war relief measures to $224,367.04, and sale of war saving stamps to $48,000, total of $5,561,167.04.

West Point Lad Succumbs To Diphtheria; Ill Few Days

West Point, Neb., Jan. 6.—(Special.)—The death of Albert Walla, the elder son of Mr. and Mrs. Albert F. Walla of this city, occurred Thursday night. He had been ill with a severe cold, which developed into an acute case of diphtheria.

Dates of the terms of district court for the various counties of the district have been set by Judges Allen and Welch as follows: Knox county, Jan. 28, Sept. 16; Madison county, Feb. 14, Sept. 9; Pierce county, Mar. 4, Sept. 4; Cuming county, Mar. 18, Oct. 28; Stanton county, April 1, Oct. 21; Wayne, April 23, Oct. 7; Antelope, May 6, Sept. 30.

Charles Juracek, former West Point business man who volunteered for the first quota to Camp Funston, has been at his former home at Verdigre on a furlough for some days past, and was stricken with appendicitis on Monday. He was operated upon at the Norfolk hospital Tuesday.

Marriage licenses have been issued during the week as follows: Louis W. Schlote of Dunning and Miss Bertha Doran; Ernest F. Bray and Miss Etta Bassett; Rudolph Hempel and Miss Helen Milligan.

P. M. Moodie, well-known practicing attorney of this city, has been appointed government draft agent for the second draft.

The Scribner Rustler has been sold by its owner, O. F. Metschke, to R. R. Roberts of Britt, Ia., who took charge of the paper on January 1.

Funeral Services Held For Sarpy County Soldier

Papillion, Neb., Jan. 6.—(Special.)—Funeral services for John C. Sieh of Camp Cody, who died at the base hospital at Deming Sunday, were held at the First Lutheran church here yesterday afternoon, Rev. A. W. Siebert officiating. The funeral was under the charge of soldiers at Fort Crook and was conducted with full military honors. Interment was in the Springfield cemetery. This is the first death among the soldiers from Sarpy county. As a mark of respect business was suspended during the services at the church.

The Farmers' Annual Short course opened here December 31. Dean E. A. Burnett of the state agricultural college was the chief speaker. The day meetings began Tuesday and continued throughout the week.

Friday morning a meeting of the farmers interested in perfecting the organization of the Sarpy County Farm bureau was held at the opera house. George K. Gramlich was elected president and Will Seibold secretary. This meeting was addressed by J. S. Coupe, county organizer. It was decided to present an application before the county commissioners asking for the necessary assistance to have a county agent.

Mrs. Kaneft Wins Suit For Husband's Insurance

(From a Staff Correspondent.)

Lincoln, Jan. 6.—(Special.)—The judgment of the Douglas county district court is sustained in part by the state supreme court giving Mrs. Mary F. Kaneft the full amount of an insurance policy held by her uhsband, Ollie J. Kaneft, in the Mutual Benefit, Health and Accident association of Omaha for $5,000 and attorney fees of $500 and $200. The higher court strikes out the $500 attorney fee, but sustains the balance.

Mr. Kaneft accidentally struck his shin against the running board of an automobile, causing a slight abrasion of the skin. While somewhat painful, he kept at work. A few days later he developed chills and fever and a physician pronounced it grippe. As the trouble did not abate another physician was called, who discovered the true cause to be blood poison, and Kaneft was sent to a hospital where he died a few days later. The company refused to pay the amount of the certificate. The case was taken to the courts, Mrs. Kaneft winning in all three trials.

Geneva Home Guard Subscribes to Oath

Geneva, Jan. 6.—(Special.)—More than 100 men subscribed to the oath of the Home guards last night. The company is divided into two platoons, the first is made up of men who will drill and be ready for service, the second is composed of elderly men, many of whom fought for the union in the civil war.

The officers are: Professor E. L. Myers, captain; John A. Smith, senior lieutenant; Irving Fellows, first lieutenant; Clyde Propst, second lieutenant; Privates Gunther, Darby and Hitch, executive committee.

Pioneer of Cass County Dies at Advanced Age

Plattsmouth, Neb., Jan. 6.—(Special.)—W. K. Fox of this city died at his home today. Mr. Fox came to Plattsmouth in 1871. Two children, Mrs. T. B. Salmon and W. K. Fox, jr., of Portland, Ore., survive. Mr. Fox was city clerk of Plattsmouth from 1888 to 1894, and postmaster during the second term of President Cleveland; and held county offices. He was a member of the Royal Arcanum, Ancient Order of United Workmen and the Benevolent Protective Order of Elks lodges.

Bank Examiners Meet; Report Conditions Good

Lincoln, Neb., Jan. 6.—(Special.)—The state bank examiners are holding their January meeting held the first of each year for the purpose of going over the banking situation and redistricting routes according to the best way for covering the state.

The meeting is being held in the office of Secretary J. J. Tooley of the board. All report banking conditions in good shape.

Bank in Nemaha County Kicks the Hyphen Out

Stella, Jan. 6.—(Special.)—The German-American bank at Auburn is to become the Auburn State bank. Application has been made to the State Banking board for authority to change the name. The stockholders and officers of the bank think the change is for the best.

HYMENEAL.

Tighe-Wanemaker.

(From a Staff Correspondent.)

Lincoln, Jan. 6.—(Special.)—A marriage license was issued yesterday in Lincoln to Leo H. Tighe, age 30, of Manley, and Ernestina A. Wanemaker, age 19, of Omaha.

WOMAN SIGNS AWAY RIGHT TO BRING SUIT

Supreme Court of Nebraska Rules Douglas District Court Erred in Making Its Decision.

(From a Staff Correspondent.)

Lincoln, Jan. 6.—(Special.)—According to an opinion of the state supreme court commission the Douglas county district court erred when it ruled against Sophia Rengstorf in a case brought against George R. Weber for carrying out an agreement made by him for the support of a child of which he was the parent and from which he appealed.

The commission holds that "the mother of an illegitimate child may by fair contract of settlement providing for the suport of said child, executed before any complaint is filed in court, exclude herself from instituting bastardy proceedings against the putative father who performs the contract on his part."

The woman in the case had agreed to accept from Weber in full for all claims she might have against him, $25 in 30 days, $100 on birtl. of the child and $8 a month for a period of three years. The agreement was made before the complaint was filed. At the trial the jury found Weber guilty of being the father of the child and the court ordered him to pay the woman $100 a year for a period of 15 years. The commission overrules the district court on the grounds that the agreement made by the parents was legal and that no contract between the parents could exclude the public authorities from instituting proceedings for the child's support if it should become a public charge.

Nebraska Sportsman Says Muskrat Meat Is Good Food

Mullen, Neb., Jan. 6.—(Special.)—Thomas Quinn, rancher and sportsman of Hooker county, and John O'Brien, rancher of Hyannis proposes to keep this section of Nebraska abreast with the advance that is being made by Scottsbluff with its sugar beets. Alliance with its potash and Grand Island with its horse killing industry. They have just returned from a visit east and are about to enter upon filling a contract for three tons of muskrat meat. They are corresponding with Brown's Chop house and Rolfe's chop house in New York City and they are bargaining with the Cadillac hotel of Detroit in the hope that they can get a larger line of business to insure all winter operations on the lakes in this vicinity. Mr. Quinn said today he would attempt to place a shipment with the Henshaw hotel at Omaha, and Lincoln hotel at Lincoln.

For a long time the residents in the sandhills have known the value of muskrat meat and prairie dog meat as an edible product, and Mr. Quinn said today that he could trap on Cody, Clawhammer and Brown lakes at least 6,000 muskrats this winter. He stated that the Dismal creek would make it easy for him to provide for prompt shipment at least three tons of this meat. Mr. Quinn is well known to Omaha sportsmen, many of whom have visited his ranch on duck shooting outings. He says that the return from the pelts and the meat of the muskrat will make it a business far more profitable than the cattle business.

Numerous Agents Busy in Home Demonstration Work

(From a Staff Correspondent.)

Lincoln, Jan. 6.—(Special.)—The home economics section of the Woman's committee is now in charge of Miss Julia Vance, and she reprts that the following persons are looking after the home demonstration in Nebraska:

State Leader—Maude Wilson, University Farm, Lincoln. Assistant State Leaders—Mary Rokahr, Julia Vance, Ada Johnson, Esther Ord, Mabel Sterne, University Farm, Lincoln. Home Demonstration Agents—Margaret Sherwin, Chadron; Jennette Johnson, Bridgeport; Mabel Webber, Holdrege; Ethel Richert, Hastings; Anna Steckelberg, Beatrice; Matie Hall, Omaha (court house); Gladys Lewis, Central City; Florence Dunn, Fremont; Alma Blandin, Wayne; Mrs. A. G. Warner (city), city hall, Lincoln; Miss Esther Warner (county), Seward; Louise Meredith, Battle Creek.

Shorthorn Breeders Form an Association

McCook, Neb., Jan. 6.—(Special.)—An association was formed under the title of the Shorthorn Breeders' association of Red Willow county. It is proposed to have other counties in this section of the state co-operate with this association in the interest of the Shorthorn breed of cattle.

The president of the association is William Meyers, county commissioner of Red Willow county; the vice president is Gerald Wilcox, a leading farmer and stockman near McCook; C. W. Kelley, a prominent young farmer in this neighborhood, is secretary-treasurer; H. J. Enders of this city, vice president for Chase county. A sale of Shorthorn cattle will be staged at McCook at some date in April next.

Judge Cosgrave Ordered To Report to Camp Logan

(From a Staff Correspondent.)

Lincoln, Jan. 6.—(Special.)—District Judge P. James Cosgrave of Lincoln will leave Monday morning for Camp Logan near Houston, Tex., following orders received today from the War department, where he is ordered to assume the office of judge advocate of the fifth division.

He will hand in his resignation as district judge to the governor before leaving in the morning, and it is probable that Representative Flansburg, who has already received the Lancaster bar endorsement for the vacancy, will be appointed district judge.

Put Out Fire With Buckets.

Bladen, Neb., Jan. 6.—(Special.)—Fire in the residence of Robert Perry was discovered late Friday night and a hurry call made to the fire department. Buckets of water extinguished the conflagration and the hose was little used.

You can secure a maid, stenographer or bookkeeper by using a Bee Want Ad.

86 Below in Yukon During December

Dawson, Y. T., Jan. 6.—December, 1917, was the coldest month in the history of the Yukon territory, according to official records made public yesterday. The daily average temperature here was 51 degrees below zero. At Pelly, a Yukon river point between here and Whitehorse, the thermometer at one time during the month dropped to 86 below. The new year brought milder weather.

More than 20 Dawson residents died of pneumonia and whooping cough during the cold spell. The funerals are being held now, as the cold prevented interment last month. During the epidemic Eagle City, Alaska, placed a quarantine against Dawson.

Encouraging Reports Come From Woman's Committee

Lincoln, Neb., Jan. 6.—(Special Telegram.) — Reports, which Miss Hrbkova, chairman of the woman's committee, has received from out over the state with regard to the membership campaign for the woman's committee, are encouraging.

It is recognized that the woman's committee, during its six months' existence, has co-ordinated and linked up the patriotic activities of the women of the state in a most capable manner.

Food conservation and home economics departments are working directly in conjunction with the woman's committee. Good returns are reported by the Americanization committee, which has succeede in accomplishing the naturalization of many hundreds of foreign born women.

The chairman of the nursing committee is receiving encouraging reports from the women who wish to devote themselves to the highest form of patriotic service, and finds that many women will enter on a three-year training course for nurses, in order to be of service to our country in the foreign field.

The food production department will have complete charge of all garden clubs in the state affiliating with the state farm work in that respect.

The women in charge of the educational propaganda in each county of the state have aided Prof. Hbrkova in investigating the situation in the German Lutheran schools. The county councils are enthusiastic in their support of the stand of the state council in eliminating foreign language teaching below the high school.

Raise Funds at Cordova.

Cordova, Neb., Jan. 6.—(Special Telegram.)—A meeting of the Modern Woodmen and citizens generally here this afternoon held to raise funds for the ladies' hospital supply service, resulted in the sum of $502.

Food Prices Are Lower Here Than Elsewhere

The average prices of 13 food commodities throughout the United States have decreased, according to information received by Gurdon W. Wattles, federal food administrator for Nebraska.

These commodities are: wheat flour, wheat bread, oatmeal, potatoes, prunes, canned tomatoes, canned peas, canned corn, fish, sugar, coffee, pork chops and cheese.

Prices have increased slightly on the following commodities: rice, onions, bananas, bacon, hams, lard, milk, butter and eggs.

Nebraska and Omaha, however, show lower prices in most instances than the general cost throughout the country, and Omaha, through the prices fixed by the local committee, is considerably under both the United States and state figures. Here are the comparative prices:

	U.S.	Nebraska	Omaha
Wheat flour, 24-lb. sack	$1.61	$1.53	$1.50
Wheat bread, 16-oz. loaf	.103	.098	.09
Cornmeal, per lb.	.067	.065	.06
Oatmeal, per lb.	.086	.086	.06¼
Rice, per lb.	.113	.114	.11
Potatoes, peck	.435	.367	.45
Navy beans, per lb.	.185	.171	.175
Sugar, per lb.	.098	.092	.09
Lard	.329	.334	.33
Butter, per lb.	.522	.492	.52
Oleomargarine, per lb.	.354	.352	.35
Eggs, per doz.	.549	.478	.48
Hams, per lb.	.411	.433	.35

Omaha's quotations are for best grades.

Omaha Labor Leaders Prepare War Savings Drive

Labor leaders of Omaha will co-operate in the war savings stamp drive beginning January 14, by forming a special committee to explain and assist in the campaign among the members of local unions.

President T. P. Reynolds of the Omaha Central Labor union has invited the presidents of 60 local unions to an organization dinner tendered by Ward M. Burgess, federal director of the thrift stamp campaign, at which they will be asked to co-operate in the movement, as they did in the Red Cross drive. The local unions had a 100 per cent record in Red Cross subscriptions and will undoubtedly get behind the thrift campaign in the same spirit.

The dinner is scheduled for Monday, January 7, at 6:30 at the Commercial club, when the war savings movement will be explained and plans for the campaign discussed. Each president will then be in a position to explain the proposition to the members of his union and line up their support in the campaign.

Mrs. Kaneft Entertains At Military Dinner Party

Mrs. O. J. Kaneft entertained Friday evening at her home in honor of her nephew, Corporal Ed H. Rasch from Camp Dodge. The house was decorated in the national colors and covers were laid for: Mrs. S. J. Ackerly and daughter, Mrs. J. Nixon of St. Joseph, Mo.; Misses Venus Parker, Cleona Steinhoefel, Ruby Pierce, Marguerite Muerry, Corporal Ed H. Rasch, Private Frank Kolinski, Camp Dodge; Chief Yeoman Stoner, S. Jackson and J. K. Layre, Philadelphia.

Non-Partisan League Meeting at Elkhorn, Nebraska.

Tuesday, January 8th—2 P. M. Sharp.

Samuel R. Maxwell will explain to the Farmers of Douglas County the program, methods and enormous growth of this wonderful Farmers' Organization that is sweeping the West from Canada to Mexico. Be sure to attend and bring your neighbors.

NEBRASKA SUPREME COURT DECISIONS

Opinions and Rulings Handed Down in Various Cases Heard by State High Tribunal.

The following are rulings on miscellaneous motions and stipulations in the supreme court of the state of Nebraska, December 15, 1917:

19017—Moran against Catlett. Appeal, Perkins. Affirmed. Hamer, J. Rose, J., concurs in affirmance. Dean and Sedgwick, J.J., dissenting.

1. An affidavit for constructive service upon unknown heirs, under section 82 of the Code, Rev. St. 1913, must be made by the plaintiff himself, if an individual, and not by his attorney, and must be verified positively. Moran against Catlett, 93 Neb. 158.

2. A recital in the judgment rendered in an action to foreclose a tax lien brought against a nonresident that the court finds due and legal notice of the filing and pendency of the action was given to the defendants, will not supply the lack of facts necessary to confer jurisdiction. Duval against Johnson, 90 Neb. 503; McKenna against Pleasant, 96 Neb. 581.

3. An alleged presumption in favor of the regularity of the proceedings of the court cannot be made to contradict the record itself.

4. A decision of this court on a former appeal of a question presented by the record becomes the law of the case, and such question will not ordinarily be re-examined on a subsequent appeal. Mead against Tschuch, 57 Neb. 616.

19096—Bank of Cortland against Maxey. Appeal, Lancaster. Reversed and remanded. Sedgwick, J. Rose and Cornish, J.J., not sitting.

The trial court should not direct the verdict of the jury unless the evidence is so clear upon every point upon which the verdict must depend, that reasonable minds could not come to any other conclusion.

19614—Rule against Claar Transfer and Storage Company. Appeal, Douglas. Affirmed. Letton, J. Sedgwick, J., dissenting separately.

1. As a general rule whether a child 11 years of age is of sufficient knowledge, discretion and appreciation of danger so that it may be held guilty of contributory negligence is a question for the jury to determine.

2. Evidence set forth in the opinion examined and held to justify the submission to the jury of the question as to the negligence of defendant's employes.

3. The mere fact that a motor truck is driven by defendant's employes at a greater speed than that prescribed by statute, or that the plaintiff in turning into another street to the left did not turn around the center of the intersection of the two streets, does not establish either negligence or contributory negligence as a matter of law, but the violation of the statute and of the ordinance may be considered by the jury as evidence of negligence.

19644—Ambler against Jones. Appeal, Cass. Reversed. Hamer, J. Letton, J., concurs in conclusion. Sedgwick, J., not sitting.

1. A contract in writing by the husband to convey the homestead occupied by himself and wife may not be enforced against the homestead.

2. Under such contract there is no authority upon the part of one holding a deed for the premises "in escrow" to deliver the same to the purchaser.

3. If the signing of the deed has been procured by the husband through the coercion of his wife and the same is known to the purchaser, the facts pertaining to the execution of the deed may be inquired into regardless of the certificate of acknowledgment made by the notary public.

4. The husband cannot coerce his wife so as to take from her the homestead which she is unwilling to abandon or exchange.

5. Where the husband and wife occupied a homestead in Nebraska and the wife was unwilling that the homestead should be exchanged for land in Colorado which her husband had agreed in writing to take in lieu of the homestead, but she wished to continue to occupy the same, and the husband undertook to coerce her so that she would sign the deed with him and consent to its delivery to the Colorado parties, and he succeeded insofar as to obtain her signature to the deed, and the notary who certified to the acknowledgement on the deed saw her sign the instrument, but failed to inquire of her whether the execution of the same was her voluntary act and deed, but assumed that she willingly executed the instrument because he saw her sign it, the determination of an action to compel specific performance of the contract made by the husband and for delivery of the deed then in the hands of one holding it in escrow, will be determined on the evidence without regard to the certificate of the notary if the plaintiffs have knowledge of the coercion of the wife by the husband.

19658—Lord against Roberts. Appeal, Otoe. Affirmed. Hamer, J. Sedgwick, J., not sitting.

1. In an action to recover damages alleged to have been sustained because of an automobile accident it is not reversible error for the court to instruct the jury by quoting so much of the statute as relates to the evidence.

2. A judgment of the district court should not be reversed because of the failure of that court to embody all of the disputed questions of law in a single instruction. It is sufficient if the instructions considered together fairly and properly submit all disputed questions to the jury.

3. It is the duty of the court in a personal injury case where contributory negligence is pleaded to instruct the jury in such a manner as to eliminate that question where there is no evidence to sustain such a plea.

4. Evidence examined and held sufficient to sustain the judgment and that the same is not excessive.

19690—Dunn against Dixon county. Appeal, Dixon. Affirmed. Morrissey, C. J. Letton and Sedgwick, J.J., not sitting.

1. Duties which are purely ministerial and not involving the exercise of discretion may be delegated to an agent by a board of county commissioners.

2. Where a party has rendered services to a county in the prosecution of a felony, under an agreement entered into with the county attorney, acting as the agent of the county board, the authority of the county attorney to make the agreement, and the agreement made, may be proved orally although not entered upon the minutes of the county board.

19702—Macfarland against Callahan. Appeal, Douglas. Affirmed. Cornish, J.

1. An oral contract for services, the consideration to be paid when the promisor shall receive his anticipated share out of the estate of his father, not yet deceased, construed as intended merely to fix the time of payment, and not within the statute of frauds relating to contracts creating an interest in land.

2. Nor is such contract an attempt by an heir to contract with reference to an estate not in esse.

3. Nor is action upon such contract barred by the statute of limitations when commenced within four years from the time the father died.

4. The fact that part of the services rendered as an attorney for an amount agreed upon consisted in defending the promisor on a charge of perjury, alleged to have been committed in the trial of the main action for which the services were employed, will not render the agreement void as against public policy such defense not being pleaded, and there being no evidence that either of the parties, at the time the contract was entered into, contemplated that perjury would be committed or charged.

19726—Mohler against Board of Regents. Appeal, Lancaster. Affirmed. Letton J. Cornish and Sedgwick, JJ., not sitting.

The provisions of sections 7118 and 7120, Rev. St. 1913, relating to condemnation proceedings for the purpose of extending the campus of the State University, construed and held that the provisions thereof are declaratory and the measure of damages heretofore applied in this state prevails and that loss of time and the cost of removal are not elements of damage.

2. There being a substantial conflict in the testimony with respect to the value of the property, the verdict of the jury will not be disturbed.

3. A judgment will not be reversed for error in the admission of testimony unless it is apparent that the substantial interests of the party complaining have been injuriously affected.

19772—Nathan against Nathan. Appeal, Cuming. Reversed in part with directions to modify. Dean, J. Sedgwick and Letton, JJ., not sitting.

1. In a divorce action where alimony is prayed for by a wife, all of the issues that are properly presented by the pleadings and supported by the testimony are to be considered in arriving at the amount of the award.

2. Where a decree of divorce and alimony is granted to a wife on grounds other than adultery, the court is not warranted in placing such alimony in the hands of a trustee, in the absence of a proper showing of necessity therefor. In such case section 1581, Rev. St. 1913, does not apply.

3. In awarding the custody of a minor child the court will look to the best interests of the child.

4. The record examined and held, the degree of the trial court must be sustained in part and modified in part.

19787—South Side Irrigation Company against Brooks. Appeal, Dawson. Affirmed. Cornish, J. Sedgwick, J., not sitting.

1. Under the written contract granting a water right, described in the opinion, the defendant did not promise to pay a maintenance fee to the irrigation company before using the water, and is not liable to the company on the contract for maintenance fees before he commences taking the water provided for.

2. Whether such contract might be held to be discriminatory and void is not within the issues and not decided.

19790—Kimball against Lanning. Appeal, Adams. Reversed and Remanded. Dean, J. Sedgwick and Letton, JJ., not sitting.

1. It is reversible error for the trial court to fail to instruct the jury respecting the law that is applicable to the material issues that are raised by the pleadings and that are supported by the proof.

2. Where in an action brought to recover for professional services, defendant pleaded a total failure of consideration and where there was proof that tended to support such plea, and where defendant sought to recover a payment made to plaintiff by him to apply on account of such services the court should in such case have instructed the jury that if they found from the testimony that there was a total failure of consideration that in such event their verdict should be in favor of defendant and the amount of his recovery should be the amount that he had paid to plaintiff with interest.

3. Where defendant made a payment to plaintiff to apply on account of professional services, a part of such services having been performed and a part to be thereafter performed, in an action by plaintiff to recover for such services, it is error for the court to fail to instruct the jury that if they found for plaintiff they should deduct from their verdict the amount so paid by defendant.

4. Where a prevailing party to an action is entitled to any interest it is error for the court to fail to instruct the jury respecting the rate of interest that it may assess in its verdict.

19823—State ex rel Strever against Dawson County Irrigation Company. Appeal, Dawson. Affirmed. Dean, J. Sedgwick, J., not sitting.

Section 3138, Rev. St. 1913, construed and held: The owner or those in control of an irrigation ditch or canal that runs through any lands owned by a person "having no interest in said ditch or canal" may upon refusal, be compelled by a writ of mandamus to erect a substantial bridge or bridges across such canal or ditch whenever such bridge or bridges may be necessary for the free and convenient use by the owner of such lands, on both sides of such ditch or canal.

19824—Dodson against Dawson County Irrigation Company. Appeal, Douglas. Affirmed. Letton, J. Sedgwick, J., not sitting.

No syllabus.

20280—Blair against Omaha Ice and Cold Storage Company. Appeal, Douglas. Affirmed. Letton, J. Sedgwick, J., not sitting.

1. Under the Nebraska statute compensation can only be made for personal injuries or for the death of an employe "by accident arising out of and in the course of employment," and unless a disease is traceable to an "accident" as defined in section 2692, Rev. St. 1913, the law does not award compensation.

2. A disease arising from the ordinary incidents of an occupation and which may reasonably be said to be the result of an occupation, is expressly excepted by said section of the act and no recovery can be had for disability occasioned thereby.

Crops Increased Last Year, Save Winter Wheat

"A review of the estimated crop production for the year just closed from reports to the bureau of crop production show these facts," said Gurdon W. Wattles, federal food administrator for Nebraska.

"Corn increased 23.1 per cent, with 3,159,494,000 bushels; all wheat 2.3 per cent, with a total of 650,828,000 bushels; oats increased 26.8 per cent, with a production of 1,587,286,000 bushels; the barley increase was 14.6 per cent, with an output of 182,309,000 bushels, while rye went even stronger for an increase of 23.1 and 60,145,000 bushels.

"In the south cotton showed a slight loss of 4.4 per cent while rice decreased 12.2 per cent with a total production of 36,278,000 bushels.

"Sugar beets held their own showing, a production of 6,237,000 tons against 6,228,000 the previous year.

"Fruit crops fared fairly well, peaches showing an increase of 20.2 per cent. Apples showed a decrease of 14.7 per cent, while the orange crop, on account of heavy frosts, fell off 47.5 per cent.

Stiehm Signs Up for Games With Iowa Uni

Bloomington, Ind., Jan. 6.—Coach Ewald O. Stiehm of Indiana university today announced that he had closed a two-year foot ball contract with the University of Iowa, the game next fall to be played at Iowa City, November 23. The date of the 1919 game has not been set but it will be played at Bloomington.

Beware Cheap Substitutes

In these days of keen competition it is important that the public should see that they get Chamberlain's Cough Remedy and not take substitutes sold for the sake of extra profit.

He's GOT to Face It!

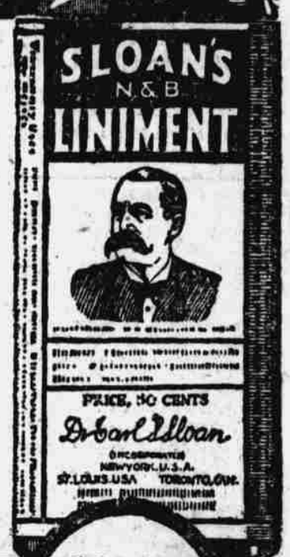
THE blast of the blizzard, the fury of the gale, the raging storm, all sorts and conditions of dangerous exposure are bravely faced by the fireman, policeman, and all other outdoor workers.

The after-effects— aches, pains, rheumatic twinges, tired strained muscles, stiff neck, lumbago— are quickly and mercifully relieved by Sloan's, the most popular, most effective Liniment.

No rubbing required— applied, it *penetrates*, bringing sure, feel-good relief and keeping men fit and fine for continuous duty. Will not stain the skin.

For every man or woman who hasn't used Sloan's Liniment there are a thousand who have. Sold by druggists everywhere.— Your's has it.

Generous sized bottles—25c, 50c, $1.00



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