THE DAILY JOURNAL

MILES CITY, MONTANA.

THE OFFICIAL PAPER OF CUSTER COUNTY.

W. D. KNIGHT, - - - Publisher.
SAM GORDON, - - - - Editor.

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All letters and communications containing matter intended for publication in this paper, should be addressed to "THE YELLOWSTONE JOURNAL," and the name of the writer must be given to insure attention.

Notice is hereby given to all concerned that THE YELLOWSTONE JOURNAL holds the contract from the governor of Montana, to do all printing and advertising, of whatever nature chargeable to Custer county; and is also the designated and *only* paper in Custer county in which services by publication can be *legally* made. Legal notices published in other papers of Custer county, are *void* and worthless, as has been decided by the courts of Montana.

Saturday, October 11, 1884.

REPUBLICAN TICKET.

For President of the United States.
JAMES G. BLAINE.
OF MAINE.

For Vice President.
JOHN A. LOGAN.
OF ILLINOIS.

For Delegates to Congress.
HIRAM KNOWLES.

For District Attorney.
HENRY N. BLAKE.

COUNTY REPUBLICAN TICKET.

For Member of Council.
WM. H. COTANT.

For Members of Assembly.
JOHN E. KENNEDY.
W. A. BURLEIGH, Jr.

For Sheriff.
CHAS. W. SAVAGE.

For County Clerk.
E. A. KREIDLER.

For County Treasurer.
B. W. LADD.

For Assessor.
ROBERT AITCHISON.

For County Commissioner.
L. J. WHITNEY.

For Probate Judge.
W. C. STAEHLE.

For Public Administrator.
W. H. ROSS.

For County Surveyor.
CHAS. TABOR.

For Sup't of Public Instruction.
A. C. LOGAN.

For Coroner.
J. JAY WOOD.

ASSEMBLYMAN.

A change has been made on the assembly ticket of the Republicans through the substitution of the name of John E. Kennedy in the place of that of Nathan Hockett. The last named gentleman found his business engagements to be of such a pressing nature and extended character as to preclude so active a participation in the campaign as was consonant to his feelings, and that, furthermore, his election to the legislature would absorb time that was absolutely demanded to be devoted to the furtherance of business relations formed some time ago. His declination cannot be construed into a lack of party fealty or a doubt of successful candidacy; but, on the other hand, it is just what has been stated—simply the pressure of prior business engagements which cannot readily be cancelled. The gentleman appearing in his stead is favorably known to our citizens as the senior partner of the firm of Kennedy & Merrill. He is not only a successful merchant, but he is a person who has had considerable valuable experience in public affairs back east, which will enable him to fill the office satisfactorily to the public and with credit to himself. The people of the territory will find that when he takes his seat within the legislative halls of Montana, as he is destined to do, they will have in him a clear-headed, zealous and hard-working representative who intends to see that the interests of his constituents are well cared for in every particular.

TIMELY ADVICE.

The Democrats have wisely taken the JOURNAL'S advice in seeking to gain some respectability and strength for their weak ticket. To this end, they hav substituted the name of Mr. Wm. H. Cotant for that of Major Macqueen. The latter gentleman wisely withdrew in time to save in sharing the dismay and disgrace of a great Democratic defeat with the remainder of the ticket. Mr. Cotant was nominated by the Republican convention for the position of councilman, and his endorsement by the Democracy is plainly indicative of the fact that it desires a little taste of victory, even if it have to secure the same from the Republican ranks. Just here, the JOURNAL will again make a few seasonable and healthful suggestions, and they are to the end that if fully nine-tenths of the candidates on the Democratic ticket will follow Major Macqueen's wise and timely action in withdrawing, they will, one and all, feel much better on the morning after election. If they don't do this, they'll have the dire mortification of finding that their rank and file will want to claim the privilege of rejoicing in the overwhelming victory vouchsafed the Republicans on election day.

IT would seem that the people of United States are not the only ones well up to devious methods for the carrying on of traffics placed under the ban by statutory enactment. It appears that in the northwestern territories of Canada, where prohibition prevails, spirituous liquors have been recently smuggled in cans under the guise of being fruits and vegetables. The authorities dropping to the sharp scheme, confiscated considerable of the make-believe commodities. Thus it will be seen that even the Canadians resort to very dark ways to get their forbidden toddy.

THE purblined critic of the loco-foco fog horn, which toots in town every evening about dusk, fails to view things other than lop-sided until the sun reaches the meridian. Even then, a sort of strabismus overwhelms him and a noon-day nightmare leads him to imagine that the JOURNAL force is wantonly "massacreing the grammar and the dictionary" so that he may be enabled thereby to gather some philological kindling to fire up his foul furnace of Democratic doggerel.

IF THE chief engineer of the wind columns of the Record were to be suddenly upset by a sharp of shaft lightning, he would aver that there was nothing bright in the electricity, providing he was spared to express his contracted views upon the perplexing subject. Happily, however, a thunderbolt from the clear Republican sky, will, next month, knock his putrid party into what may be appropriately denominated smithereens.

THE chief cook and bottle washer of that moribund evening excrescence, yclept the Record, asks us where we got the information regarding its burial early in November. Why, from the town scavenger, of course, whose unpleasant duty it is to place all offensive offal matter deep under ground, so that it may not annoy the nostrils of decent and cleanly people.

DEMOCRATIC diet is resting most uneasily on the dyspeptic stomach of the editor of the Record; and it'll do so until the day after election when he can make himself all right again by taking a large dose of Peirce's pleasant, purgative pellets.

Summons.

In the District Court of the First Judicial District of the Territory of Montana within and for the County of Custer.

George H. Matheny and Edward C. Haynie as co-partners as Matheny, Haynie & Co., Plaintiffs,
AGAINST
Louis Nado, Charlotte E. Nado, Thomas B. Campbell, Henry C. Burbank, Martin F. Kennedy, Jeremiah C. Kennedy, Rogers S. Kennedy, Charles F. Bradley and William H. Metcalf, defendants.

Action brought in the District Court of the First Judicial District of the Territory of Montana in and for the County of Custer, and the complaint filed in said county of custer, in the office of the clerk of said District court.

The people of the Territory of Montana send greeting to Louis Nado, charlotte E. Nado, Thomas B. Campbell, Henry C. Burbank, Martin F. Kennedy, Jeremiah C. Kennedy, Rogers S. Kennedy, Charles F. Bradley and William H. Metcalf, defendants. You are hereby required to appear in an action brought against you by the above named plaintiffs, in the District court of the First Judicial District of the Territory of Montana, in and for said county of custer, and to answer the complaint filed therein, within ten days (exclusive of the day of service) after the service on you of this Summons—if served within this County, or, if served out of this county, but in this District, then within twenty days; otherwise within forty days—or judgment by default will be taken against you, according to the prayer of said complaint. The said action is brought to obtain a decree of this court for the foreclosure of two certain mortgages, described in the complaint herein, and executed by you the defendant, Louis Nado and charlotte E. Nado, one to Joseph Leighton on the 11th day of August, 1882, and the other to Andrew O. Bailey, on the 27th day of September, 1882, both on the land and premises, situate in Miles city, in the county of Custer, and Territory of Montana, known and described as lot 7 in block 31, in said Miles city, according to the plat thereof, filed by the Northern Pacific railroad company. The former of said mortgages to secure the sum of $1,200 with interest at 18 per cent per annum, according to the terms of a promissory note executed by Louis Nado on said first mentioned date to said Leighton, no part of which has been paid except the sum of $54.00 and the other of said mortgages to secure the payment of $5,426.87 according to the terms of three promissory notes with interest thereon at 10 per cent per annum from date which last mentioned promissory notes amounting to said sum were executed on said last mentioned date by said Nado to Andrew O. Bailey, all of which said promissory notes were before the commencement of this action transferred to said plaintiffs, who are now the owners and holders thereof. And to obtain the further decree of said court that the said land and premises may be sold and the proceeds applied to the payment of the costs of this suit, and including a reasonable counsel fee, and to the payment of said promissory notes, and in case the proceeds are insufficient for that purpose then to obtain judgment against said Louis Nado for such deficiency, and further that the defendants, and all of them and all persons claiming under or through them, or any of them, may be forever barred and foreclosed of all right, title, interest and equity of redemption in and to the said land and premises and for other and further relief as will more fully appear by reference to said complaint. And you are hereby notified that if you fail to appear and answer said complaint, as above required, the said plaintiffs will take default against you and apply to the court for the relief demanded in the complaint.

Given under my hand and the seal of the District Court of the First Judical District of the Territory of Montana, in and for the said county of Custer, this twenty-second day of September, in the year of Our Lord one thousand eight hundred and eighty four.

{ Seal of the district court. } THEO. MUFFLEY, clerk. By CHAS. DOUGLASS, deputy clerk.

STREVELL & GARLOCK, Plaintiffs' Attorneys.

Summons.

In the District Court of the First Judicial District of the Territory of Montana, within and for the County of Custer.

Lane K. Stone, plaintiff,
AGAINST
Chas. W. Savage, William E. Savage, Albert B. Curry, Herman H. Mund, Maurice Auerbach, George R. Finch, William H. Van Slyck, Egbert A. Young, Merchants National Bank of St. Paul, Minn., Richards Gordon, Paul D. Ferguson Ernest Albrecht, Obed P. Lanpher, Dudley B. Finch, Charles D. Strong, Freeman P. Strong, Charles W. Hackett, George R. Newell, Robert B. Langdon, William D. Washburn, North Star Boot and Shoe Company, William R. Stebbins, Thomas B. Campbell, Henry C. Burbank, Daniel McGarthy, Philip Verplanck, Henry B. Franklin, Gustave Heller, Friend Brothers Clothing Company, and Standard Oil Company, defendants.

Action brought in the District Court of the First Judicial District of the Territory of Montana, in and for the County of Custer, and the complaint filed in said County of Custer, in the office of the clerk of said District Court.

The people of the Territory of Montana send greeting to Charles W. Savage, William E. Savage, Albert B. Curry, Herman H. Mund, Maurice Auerbach, George R. Finch, William H. Van Slyck, Egbert A. Young, Merchants National Bank of St. Paul, Minn., Richards Gordon, Paul D. Ferguson, Ernest Albrecht, Obed P. Lanpher. Dudley B. Finch, Charles D. Strong, Freeman P. Strong, Charles W. Hackett, George R. Newell, Robert B. Langdon, William D. Washburn, North Star Boot and Shoe Company, William R. Stebbins, Thomas B. Campbell, Henry C. Burbank, Daniel McGarthy, Philip Verplanck, Henry B. Franklin, Gustave Heller, Friend Brothers Clothing Company, and Standard Oil Company, defendants. You are hereby required to appear in an action brought against you by the above named plaintiff, in the District Court of the First Judicial District of the Territory of Montana, in and for the said County of Custer, and to answer the complaint filed therein, within ten days (exclusive of the day of service) after the service on you of this Summons—if served within this County, or, if served out of this county, but in this district, then within twenty days: otherwise within forty days—or judgment by default will be taken against you, according to the prayer of said complaint. The said action is brought to obtain a decree of said court for the foreclosure of a certain mortgage described in said complaint, and executed by said Charles W. Savage on the 29th day of July 1882, to said plaintiff to secure the payment of a certain promissory note made by said Charles W. Savage, and endorsed by said defendant William E. Savage, on the same day, whereby they promised to pay said plaintiff six thousand dollars one year after said date, with interest at ten per cent. per annum, no part of which has been paid, except the sum of six hundred dollars, the interest thereon to July 29th, 1883, that the land and premises, that is to say, all those certain lots or parcels of land situated in Miles City, in the County of Custer, and Territory of Montana, known and described as Lot 10 in block 43, Lots 17, 18, 19, 20, 21, 22 in block 50, Lot 13 in block 42, and Lot 2 in block 73, all in said Miles city, according to the plat thereof of the Northern Pacific Railroad company, conveyed by said mortgage may be sold and the proceeds thereof applied to the payment of said note and costs of this action, and in case said proceeds be not sufficient to pay the same, then to obtain judgment and execution against said Charles W. Savage and William E. Savage, for the balance thereof, and also that all and every of the defendants in this action and all persons claiming by, through or under them, or any of them, may be barred and foreclosed of all right, title, lien, claim, equity of redemption and interest in and to said mortgaged premises, and further, that a receiver be appointed of said land and premises and of the rents and profits thereof during the pendency of this action and until the purchaser be let into possession thereof, and for further relief as will more fully appear by reference to said complaint. And you are herby notified that if you fail to appear and answer the said complaint, as above required, the said plaintiff will take a default against you and apply to the court for the relief demanded in this complaint.

Given under my hand and the seal of the District Court of the First Judicial District of the Territory of Montana, in and for said county of custer, this twenty-fifth day of April, in the year of our Lord One Thousand Eight Hundred and Eighty-four.

{ Seal of the district court. } THEO. MUFFLY, Clerk. By CHAS. DOUGLASS, Deputy clerk.

STREVELL & GARLOCK, Plaintiff's Attorneys.

Summons.

In the District Court of the first judicial district of the territory of Montana, within and for the county of Custer.

Joseph Leighton, plaintiff,
AGAINST
Philip Brady and Frank Kennard, as copartners as P. Brady & Co., defendants.

Action brought in the district court of the first judicial district of the territory of Montana, in and for the county of Custer, and the complaint filed in said county of Custer, in the office of the clerk of said district court.

The people of the territory of Montana send greeting to Philip Brady and Frank Kennard, defendants. You are hereby required to appear in an action brought against you by the above named plaintiff, in the district court of the first judicial district of the territory of Montana, in and for the said county of Custer, and to answer the complaint filed therein, within ten days (exclusive of the day of service) after the service on you of this summons—if served within this county; or, if served out of this county, but in this district, then within twenty days; otherwise within forty days—or judgment by default will be taken against you according to the prayer of said comp'aint. The said action is brought to recover the sum of $363.15 with interest thereon at the legal rate from December 16th, 1882, the same being the balance due from you for work, labor and services rendered by Donald F. McMillan, between September 15th, 1882, and December 16th, 1882, under an agreement entered into between said McMillan and yourselves for such work to be done by him in excavating a ditch then being constructed by you for the Tongue River Irrigating and Ditch Company under which agreement 7770 yards of earth were excavated by said McMillan at an agreed price of 14 cents per yard, and on which there remains unpaid, said first mentioned sum, which said indebtedness has been assigned to said plaintiff, and for costs; as will more fully appear by reference to the complaint on file herein. And you are hereby notified that if you fail to appear and answer the said complaint, as above required, the said plaintiff will take a default against you and judgment for the amount named in the complaint as above stated.

Given under my hand and the seal of the district court of the first judicial district of the territory of Montana, in and for the said county of Custer, this fifteenth day of May, in the year of our Lord One Thousand Eight Hundred and Eighty-four

{ Seal of the district court } THEO. MUFFLY, Clerk. By CHAS. DOUGLASS, Deputy Clerk.

STREVELL & GARLOCK, Plaintiff's Attorney.

Proposals.

FORT KEOGH, M. T., Sept. 27, 1884.

Sealed proposals. Endorsed proposals for beef, flour, bacon, sugar, coffee, plows, and harrows for the Northern Cheyenne Indians, will be received by the undersigned at the office of the Indian agent, Fort Keogh, M. T., until 12 o'clock, m., October 17, 1884.

The beef to be issued from the block on the Rosebud near the Little Muddy, Custer County, Montana, the other articles to be delivered at Rosebud station on the Northern Pacific railroad.

Information of the quantity of each article required and all other information can be had from the undersigned.

Any or all bids, for any part of any bid, will be rejected if deemed or the best interests of the government.

Bids will be opened at the hour and day above stated and bidders are invited to be present at the opening.

CERTIFIED CHECKS.

All bids must be accompanied by Certified checks upon some United States depository, for at least 5 per cent of the amount of the proposal.

T. H. LOGAN,
Captain Fifth Infantry, Special Agent.

Yellowstone Ferry,
AT THE
FOOT OF PARK STREET.
Regular crossings from 6 o'clock a. m. until 7 o'clock p. m. L. C. CURRIER, PROPRIETOR.

Summons.

In the District court of the first judicial district of the territory of Montana, within and for the county of Custer.

Charles M. Stebbins, plaintiff,
AGAINST
Charles W. Savage, Mary E. Savage, Albert B. Curry, Herman H. Mund, Maurice Auerbach, George R. Finch, William H. Van Slyck, Egbert A. Young, Merchants National Bank of St. Paul, Minn., Richards Gordon, Paul D. Ferguson, Ernest Albrecht, Obed B. Lanpher, Dudley B. Finch, Charles D. Strong, Freeman P. Strong, Charles W. Hackett, George R. Newell, Robert B. Langdon, William D. Washburn, North Star Boot and Shoe Company, William R. Stebbins, Daniel McCarthy, Philip Verplanck, Henry B. Franklin, Gustave Heller, Friend Brothers Clothing Company, and Standard Oil Company and Lane K. Stone, defendants.

Action brought in the District court of the first judicial district of the territory of Montana, in and for the county of Custer, and the complaint filed in said county of Custer, in the office of the clerk of said district court.

The people of the territory of Montana send greeting to Charles W. Savage, Mary E. Savage; Albert B. Curry, Herman H. Mund, Maurice Auerbach, George R. Finch, William H. Van Slyck, Egbert A. Young, Merchants National Bank of St. Paul, Minn., Richards Gordan, Paul D. Ferguson, Ernest Albrecht, Obed B. Lanpher, Dudley B. Finch, Charles D. Strong, Freeman P. Strong, Charles W. Hackett, George R. Newell, Robert B. Langdon, William D. Washburn, North Star Boot and Shoe Company, William R. Stebbins, Daniel McCarthy, Philip Verplanck, Henry B. Franklin, Gustave Heller, Friend Brothers Clothing Company, and Standard Oil Company and Lane K. Stone, defendants. You are hereby required to appear in an action brought against you by the above named plaintiff, in the district court of the first judicial district of the territory of Montana, in and for the said county of Custer, and to answer the complaint filed therein, within ten days (exclusive of the day of service) after the service on you of this summons—if served within this county; or, if served out of this county, but in this district, then within twenty days; otherwise within forty days—or judgment by default will be taken against you, according to the prayer of said complaint.

The said action is brought to obtain a decree of said court for the foreclosure of a certain mortgage described in said complaint, and executed by the said Charles W. Savage and Mary E. Savage, on the 28th day of August, 1883, to secure the payment of a certain promissory note made by said Charles W. Savage on the same day, whereby he agreed to pay to the order of Stebbins, Mund & Company the sum of $10,000, one year after date, with interest thereon, payable monthly at the rate of twelve per cent per annum, no part of which has been paid, which said note and mortgage was thereafter and before the commencement of this action endorsed and transferred to plaintiff; that the premises conveyed by said mortgage, situate in the county of Custer, territory of Montana, described as lots 9 and 10 in block 52, in said Miles City, may be sold, and the proceeds applied to the payment of said note and costs of this action, the interest due on said note, and an amount equal to five per cent. of the amount recovered as counsel fees, and in case such proceeds are not sufficient to pay the same, then to obtain an execution against said Charles W. Savage for the balance remaining due, and also that the said defendants and all other persons claiming by, through or under them, may be barred and foreclosed of all right, title, claim, lien, equity of redemption, and interest in and to said mortgaged premises, and for other and further relief, as will more fully appear by reference to the complaint on file herein. And you are hereby notified that if you fail to appear and answer the said complaint, as above required, the said plaintiff will take a default against and apply to the court for the relief demanded in his complaint.

Given under my hand and the seal of the district court of the first judicial district of the territory of Montana, in and for the said county of Custer, this 10th day of October, in the year of our Lord one thousand eight hundred and eighty-four.

{ Seal of the district court. } THEO. MUFFLY, Clerk. By CHAS. DOUGLASS, Deputy Clerk.

STREVELL & GARLOCK, Plaintiff's Attorneys.

FIRST NATIONAL BANK STATEMENT.

Report of the condition of the First National Bank at Miles City, in the Territory of Montana, at the close of business, September 30, 1884.

RESOURCES.

Loans and discounts	$131,563 91
Overdrafts	3,380 19
U. S. bonds to secure circulation	12,500 00
Other stocks, bonds and mortgages	51,914 68
Due from approved reserve agents	6,471 10
Due from other National banks	4,218 78
Due from State Banks and Bankers	749 60
Real estate, furniture and fixtures	21,737 58
Current expenses and taxes paid	986 49
Premiums paid	3,189 52
Checks and other cash items	4,672 61
Bills of other Banks	1,414 00
Fractional paper currency, nickels and pennies	9 37
Specie	12,508 95
Legal tender notes	6,000 00
Redemption fund with U. S. Treasurer (5 per cent of circulation)	562 50
Total	$261,678 68

LIABILITIES.

Capital stock paid in	$ 50,000 00
Surplus fund	20,000 00
Undivided profits	5,093 08
National Bank notes outstanding	11,250 00
Individual deposits subject to check	68,219 84
Demand certificates of deposit	69,162 62
Due to other National Banks	395 25
Due to State Banks and bankers	176 74
Notes and bills re-discounted	37,471 15
Total	$261,678 68

Territory of Montana, County of Custer, ss:

I, H. F. Batchelor, cashier of the above-named bank, do solemnly swear that the above statement is true, to the best of my knowledge and belief.

H. F. BATCHELOR, Cashier.

Subscribed and sworn to before me this 10th day of October, 1884.

WILLIAM COURTENAY, Notary Public.

CORRECT—Attest:
J. W. WATSON,
JOHN CARTER,
C. N. STREVELL,
Directors.

John J. Coleman,
NOTARY PUBLIC,
DEALER IN
REAL ESTATE
AND
INSURANCE AGENT,

I have for sale some very desirable improved city property. I can also rent you good houses at cheap rates. My list of ranches, both cattle and agricultural, is complete and I can locate you on either or both.

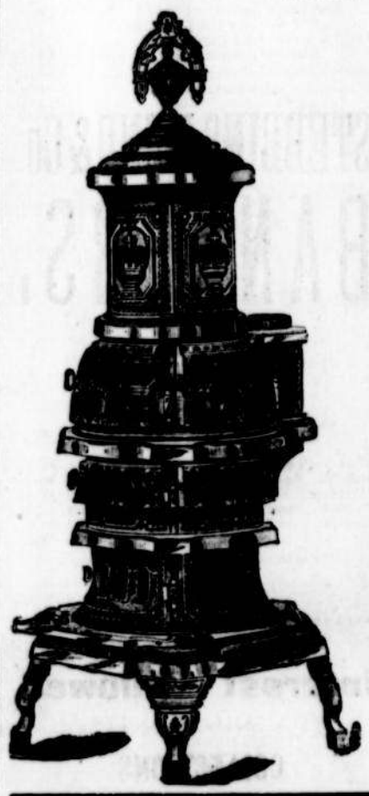
I am agent for some of the best
FIRE INSURANCE COMPANIES
In the world. My rates are such that you cannot afford to go without a policy. Get my rates. I also handle
LIFE INSURANCE
And can astonish you with figures in that line of risks.

I buy and sell
LIVE STOCK
If you want to make a deal in cattle, sheep or horses you will do well to consult me.

Collections Made.
Accounts left with me for collection will find ready attention. Correspondence solicited.
JOHN J. COLEMAN,
Corner Main and Seventh streets.

LEIGHTON, JORDAN & CO.,
Wholesale and Retail Dealers in
Groceries, Provisions, Grain, Notions,
—AND—
GENERAL MERCHANDISE
Complete Outfits
for Stockmen and Ranchmen
Sole Agents For
Pillsbury's "BEST" Flour, *Studebaker Wagons,*
Ladd's Celebrated Sheep Dip,
Du Pont's Powder, *Wood's Mowers*
Highest Cash Price paid for Hides, Robes and Peltries. 24

Miles & Strevell,



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Famous Stove
SOLD BY
Miles & Strevell,
WHO HAVE A
LARGE ASSORTMENT
Of other kinds, including
COOKING
AND
HEATING STOVES.

McAUSLAND'S
Creedmoor Armory.
GUNS,
REVOLVERS,
AMMUNITION.
of every description. The LARGEST STOCK of Heavy Sharps' Rifles in the west.
Gunsmithing and Repairing of all kinds Neatly done and Warranted.
Main Street, - - Miles City, M.T.
13tf

J. C. Brenner & Bro.,
HORSE PRAIRIE, Mont.,
Now camped at Miles City with a fine lot of horses. Will sell either as a lot or singly. Apply to
J. H. BRENNER,
INTER-OCEAN HOTEL
Miles City.

Jno. Carter's,

Miles City Loan Office
AT THE KEG SALOON.

BRICK.
Having leased the brick yard near the saw mill I will at once commence the manufacture of
BRICK
Of a superior quality and am now ready to contract for any quantity for future delivery.
CHRISTOPHER SLATER,
BOX 3, POST OFFICE.

ARTESIAN WELL WATER.
I am now prepared to deliver Artesian Well Water for Bath or Laundry use. Leave orders at A. H. Bertrand's Book Store.
JOHN P. FOX.

BRUNSWICK
BILLIARD HALL.
Merchants | Commercial
SAMPLE ROOMS.
COTTER & KENNEDY
Managers.

RESULT OF PATRONIZING
Jno. Carter's Restaurant.

1st Month. 2nd Month. 3rd Month. 4th Month.