

**LUMBER, LATH, CEMENT,
WINDOWS, DOORS
AND MILLING**

T. J. SAWYER,
223 San Francisco St. Phone 206 W
SANTA FE, N. M.

**STORM CAUSED CREW
TO ABANDON STEAMER.**

Seattle, Wash., Dec. 5.—The four masted schooner Alopa from Fiji to Gray's Harbor in ballast encountered a violent storm off the Washington coast last Sunday and became unmanageable. Captain A. Peterson and his crew of ten men abandoned the schooner and rowed to Destruction Island. The schooner is still afloat near the island, her anchors barely holding. It is expected that the men will be taken off today by a tug.

OFFICIAL.

**TWO DECISIONS
HANDED DOWN BY
SUPREME COURT**

The supreme court has decided two Eddy county cases, reversing and remanding in one case, and affirming the lower court in the other. A detailed report of the cases follows:

1. S. S. Evans, Appellee, vs. A. L. Taylor, Appellant. From Eddy county. This action was brought by S. S. Evans on two promissory notes, dated October 25, 1908, executed at Hereford, Texas, payable to order of Evans and signed by W. O. and A. L. Taylor, in the order named. Each note recites that it is given as part payment on certain described property in the town of Hereford, Texas, a vendor's lien being retained to secure the notes. W. O. Taylor appeared by his guardian, ad litem J. G. Davis and answered that at the time he signed the notes he was a minor about the age of eighteen years and that the notes were given in consideration of a deed from plaintiff to him for the real estate described in the notes, which deed is attached to and made a part of his answer and further answering, says: "This defendant specially tenders back to plaintiff a deed to said property, tendering back to plaintiff all that was received on account of signing said notes." To which answer plaintiff replies denying all the facts so alleged except the execution of the notes. A. L. Taylor by his answer admitted the execution of the notes, that he signed said notes as surety for W. O. Taylor and that the consideration of the notes was the conveyance of the property described in them. W. O. Taylor, who was at the time an infant; that since attaining his majority he "disaffirms and revokes" said notes and "has tendered back and surrendered back to plaintiff in this cause the lots and real estate for the payment of which the two notes were given."

The appellee demurred to this second amended answer on the ground that it stated no defense in law; which demurrer was sustained and appellant filed his third amended answer which was stricken from the files on motion of appellee, appellant refusing to plead further judgment was entered against him as prayed in the complaint.

Judgment of the court below reversed, cause remanded.

Syllabus.

1. The surety on the note of a minor, given in payment for real estate is discharged from liability thereon, where the minor on becoming of age, disaffirms the contract and restores the property purchased.

2. Where an infant purchased real estate, and upon coming of age, disaffirms the sale, he must in order to restore the property, if he has title to it, to his vendor, and in such case the duty to restore becomes a right to restore, which the vendor may not defeat by refusing to take back the property.

3. A defective allegation in a pleading can only be raised by a demurrer distinctly specifying the defect as a ground of objection. Sub. Sec. 25, Sec. 2853, C. L. 1897.

J. H. Jackson, of Artesia, N. M., Attorney for Appellee.

J. B. Atkeson, of Artesia, N. M., Attorney for Appellant.

Keneth, Schuster and Hudson, a partnership composed of A. C. Keneth, Neal M. Schuster and E. A. Hudson, appellee, vs. J. D. H. Reed, appellant, from Eddy county.

Action to recover the sum of \$500 as money due on the sale of certain real estate belonging to appellant. Plaintiff moved for judgment in his favor upon the pleadings. Motion granted and judgment rendered as prayed in the complaint.

Syllabus.

1. In an action for commission earned by a broker in effecting an exchange of property of his principal, where the complaint pleaded a written contract of employment of the broker by the principal to make an exchange between the principal and a customer, which alleged (a) that the principal had not accepted the property of the customer; (b) that the principal had not accepted the customer as a proper party with whom to make an exchange other than on the terms of the written contracts entered into by them; (c) that the written contracts of exchange were intended by the parties to be merely stipulations by which an exchange of property might be effected and not a valid, binding and enforceable contract of exchange; (d) that the broker had not done all he was required to do in order to earn his commissions; (e) that the customer had failed to perform his part of the contract; tenders issues of law and not of fact.

2. Where the answer raises issues of law only the case is ripe for judgment on the issues of law involved and a motion for judgment on the pleadings is properly entertained.

3. Under an employment to sell or exchange the property of his principal, a broker has fully performed his undertaking when he procures a customer, with whom the principal makes a valid contract of sale or exchange.

4. In an action by a broker for commission earned by him in effecting an exchange of the property of his principal, where the complaint pleads a valid and enforceable written contract between the principal and a customer procured by the broker, to exchange property, it was not necessary for the complaint to allege that the customer was "in a position and able to convey a perfect title to the property which he proposed to exchange."

5. In such a case the principal by entering into a contract of exchange with the customer procured by the broker, accepted the customer as able, ready and willing to make the exchange.

6. A stipulation that "both parties hereto have this day deposited in escrow with K. S. & H., this contract and a copy of the original contract, his demand note for \$1000 as evidence of good faith and as a forfeit in event either party hereto fails or refuses to comply with the terms of the contract as therein provided." Held to be a penalty.

7. In an action for a broker's commission for effecting an exchange of real estate where the complaint states the making of a valid written contract of exchange between the principal and the customer procured by the broker, the complaint need not further state that the customer was able, ready and willing to complete the exchange on the terms of the contract; or that he made any effort to that end; or the refusal of the principal to complete it.

8. In an action based upon a written contract which is admitted by the answer, the invention of the parties as to what should be the effect of the contract is to be decided by the court upon an inspection of the contract.

9. An allegation in the answer of what the parties intended or did not intend the contract should effectuate, raises a question of law to be decided by the court.

J. B. Atkeson, of Artesia, N. M., attorney for appellee.

into them; (e) that the written contracts of exchange were intended by the parties to be merely stipulations by which an exchange of property might be effected and not a valid, binding and enforceable contract of exchange; (d) that the broker had not done all he was required to do in order to earn his commissions; (e) that the customer had failed to perform his part of the contract; tenders issues of law and not of fact.

2. Where the answer raises issues of law only the case is ripe for judgment on the issues of law involved and a motion for judgment on the pleadings is properly entertained.

3. Under an employment to sell or exchange the property of his principal, a broker has fully performed his undertaking when he procures a customer, with whom the principal makes a valid contract of sale or exchange.

4. In an action by a broker for commission earned by him in effecting an exchange of the property of his principal, where the complaint pleads a valid and enforceable written contract between the principal and a customer procured by the broker, to exchange property, it was not necessary for the complaint to allege that the customer was "in a position and able to convey a perfect title to the property which he proposed to exchange."

5. In such a case the principal by entering into a contract of exchange with the customer procured by the broker, accepted the customer as able, ready and willing to make the exchange.

6. A stipulation that "both parties hereto have this day deposited in escrow with K. S. & H., this contract and a copy of the original contract, his demand note for \$1000 as evidence of good faith and as a forfeit in event either party hereto fails or refuses to comply with the terms of the contract as therein provided." Held to be a penalty.

7. In an action for a broker's commission for effecting an exchange of real estate where the complaint states the making of a valid written contract of exchange between the principal and the customer procured by the broker, the complaint need not further state that the customer was able, ready and willing to complete the exchange on the terms of the contract; or that he made any effort to that end; or the refusal of the principal to complete it.

8. In an action based upon a written contract which is admitted by the answer, the invention of the parties as to what should be the effect of the contract is to be decided by the court upon an inspection of the contract.

9. An allegation in the answer of what the parties intended or did not intend the contract should effectuate, raises a question of law to be decided by the court.

J. B. Atkeson, of Artesia, N. M., attorney for appellee.

C. A. McCreary, of Artesia, N. M., attorney for appellee.

**DUKE CITY SEEKS
A MUNICIPAL
WATER SUPPLY**

Municipal water works for Albuquerque appear among the possibilities, judging by the notice of intention to appropriate filed today by Mayor D. K. B. Sellers, and City Clerk H. C. Roehl, of Albuquerque, with the state engineer. This application asks for all the unappropriated waters of Tijeras canyon for storage on east half of section 10 of township 10 north and range 1 east, for a municipal water supply.

**PROGRESS MADE
BY SCHOOL OF
COUNTY IS GREAT**

Recent legislation for the encouragement of education in New Mexico, although effective for more than a year past is beginning to show results as comparative figures will show. As showing the progress made during the past year, figures for the school year 1912-13 and the school year 1913-14 for Santa Fe county, give some idea of the advances made.

County Superintendent John Conway filed his report for the current year today, and it shows the school situation in the county to date. If any additional schools are opened or any of them run longer than at present contracted for the only result will be to make the showing still better.

During 1912, in the 37 districts of the county outside of Santa Fe city, 46 teachers were employed. This year there are now 53 teachers under contract for the present school year. Last year there was one life certificate, 8 firsts, 10 seconds, and 27 thirds. This year there are 14 firsts, 8 seconds and 31 thirds. There was not a permit issued in either year for a teacher to teach without a certificate.

Last year the monthly payroll totaled \$2967.66. This year the monthly salaries total \$2780, an increase of \$713.66 for each month. In 1912 the average teachers' salary was \$12.34, and now it is \$52.45, an increase of \$10.11 a month in the average salary paid. There is not a teachers' salary of less than \$50 in the county now, nor a school that will run less than five months.

Last year a total of 277 school months were taught in the county, and the average term was 6.04 months. This year 326 months will be taught or an average school term of 6.15 months.

In 1912 the sum of \$12,731 was expended in salaries. In the present year the total will run to at least \$17,094.68, and probably more. The average yearly pay of teachers last year was \$278.07. This year it is \$322.56. Last year four schools held for 8 months, and five for nine months, with all the rest for shorter terms. This year seven will hold for eight months and nine will hold for nine months.

WATER APPLICATION.

W. E. Carr, of Tularosa, today filed a water application with the state engineer for two second feet of flood waters in twp. 14 south, range 10 east, for the irrigation of 100 acres.

APPLICATION APPROVED.

Water application No. 782 was approved today by the state engineer. This application was made by J. Ham of Carlsbad for the flood waters of Sitting Bull and Last Chance creeks for 3/4 of a second foot for the irrigation of 30 acres.

McKINLEY COUNTY SCHOOLS.

Statistics for McKinley county for 1912-13 school year have been prepared by the state educational department. These show four districts in the county including Gallup. Teachers numbering 19 are employed, of whom two were men and 17 women. Two hold life certificates, two hold five year professional, 13 hold first grade and two hold second grade certificates. The payroll is \$1535 monthly, and the average monthly salary is \$80.79, the highest in the state. The average per month for the men teachers is \$117.50 and for the women \$76.47. The lowest salary paid is \$65 a month and the highest \$150. The payroll last year was \$13,345 for teachers salaries. The average yearly salary paid to teachers is \$702.37. Four buildings are owned and four are rented. Seven are frame and one is of brick. Six libraries are owned with 287 volumes valued at \$227. The school census last year was 1115, and the enrollment was 785, of whom 389 were boys and 396 were girls.

AUTO LICENSE RECORD

The year's work is about done as far as issuing automobile licenses is concerned, and today the office force in the secretary of state's office commenced sending out a blank application for the 1914 license. The records of the licenses issued show 1897 automobile licenses issued; 177 motorcycle licenses and 22 dealers licenses. This number will probably be largely increased during the coming year, both by the natural increase in the number of automobiles owned, and the fact that the supreme court recently decided that an automobile license was not double taxation and the law was upheld. The city of El Paso also collects an annual auto license and Thursday afternoon, the last number issued in that city was 1870 or just 27 less in the city of El Paso than in the whole state of New Mexico.

TO CAPTURE QUAIL.

The state game department has issued authority for the capture alive of 20 dozen quail from the neighborhood of Rincon, for distribution in San Miguel, Mora, Colfax and Union counties.

\$6700 FOR SCHOOL FUND.

Speaking of finding money, the current school fund was enriched this week by the sum of \$6711.05 which was just like finding it. This sum represents the states portion of the receipts by the U. S. from the date of the passage of the enabling act, June 20th, 1910, to the actual commencement of statehood, and was sent to the governor in the shape of a perfectly good warrant drawn on the treasury of these United States. Since statehood came into being the money has been paid yearly every fall, but this money was provided for in the enabling act, and so became effective as soon as that act passed.

NEW MEXICAN WANT ADS. ALWAYS BRING RESULTS. TRY IT.

Coffee

Become a lover of good coffee and you create a daily source of healthful pleasure.

Good coffee, good cheer, good digestion—they go together.

Schilling's Best in aromatic cans, always fresh, fragrant and fine—moneyback.

DR. PRICES' CREAM BAKING POWDER

A Pure Cream of Tartar Powder

Dr. Wm. Sedgwick Saunders, Medical Officer of Health of the City of London, Eng., was good enough to say that a long and universal experience has proved a cream of tartar powder the most efficient, safe and economical, making food which could not be deleterious to the most delicate stomach.

In England the sale of baking powder containing alum is absolutely prohibited.

WHEN BUYING BAKING POWDER, READ THE LABEL.

F. ANDREWS
Grocery, Bakery and Market.
Auto Delivered Every Hour!

**JUST RECEIVED
ANOTHER CAR OF
Famous Empress Flour**

Phone No. 4 **ANDREWS** Phone No. 4

Chinese Lily Bulbs
15 Cents a Piece
The Clarendon Garden,
PHONE 12 SANTA FE, N. M.

Always Stop at the Ancient City's Pride,

HOTEL DE VARGAS

EUROPEAN PLAN. Meals a la Carte. Room With Bath, \$2.00 Up. Room Without Bath, \$1.00 Up.

SPECIAL RATES BY THE WEEK

WHOLESALE AND RETAIL

Flour Hay, Grain, Potatoes and Salt.
Sole Agents for INTERNATIONAL STOCK FOOD.

ALFALFA SEED. All kinds of flowers, garden & field seeds in bulk and package.

The only exclusive grain house in Santa Fe

Phone Black 45 **LEO HERSCH** Phone Black 45

HAND-PAINTED CHINA

Showing decorations to delight the eye are now displayed at my store. There are articles to appeal to everyone—Steins, Smoking Sets, Tobacco Jars, Card Cases, Vases, etc. The prices are reasonable. Please call to see the China Articles before the best pieces have been sold.

H. C. YONTZ, JEWELER, SAN FRANCISCO STREET.

THE HARDWARE MAN SAYS

BEACHMAN, MIGNARDOT HARDWARE CO. INC.
YOUR RELIABLE HARDWARE STORE!
HELLO 159 J. CATRON BLK.

**Mother's Advice
To Her Daughter**

A Real Live Doll to Fondle Is Woman's Greatest Happiness.



One of the most important matters about which women concern themselves is their future status as a grandmother. And she is wisdom itself who knows of or learns of that famous remedy, Mother's Friend. This is an external application for the abdominal muscles and breasts. It certainly has a wonderful influence, always all fear, banishes all pain, is a most grateful encouragement to the young, expectant mother, and permits her to go through the period happily in mind, free in body and thus destined to anticipate woman's greatest happiness as nature intended she should.

The action of Mother's Friend makes the muscles free, pliant and responsive to expansion. This all strain and tension upon the nerves and ligaments avoided, and in place of a period of discomfort and consequent dread, it is a season of calm repose and joyful expectation.

There is no nausea, no morning sickness, no nervous twitching, none of that constant pain known to so many women, hence Mother's Friend is really one of the greatest blessings that could be devised. This splendid and certain remedy can be had of any druggist at \$1.00 a bottle, and is sure to prove of inestimable value, not only upon the mother, but upon the health and future of the child. Write to Bradford Regulator Co., 132 Lamar Bldg., Atlanta, Ga., for their book to expectant mothers.

WALL STREET.

New York, Dec. 6.—First prices of the leading stocks today showed a narrow and irregular movement. The Harrison stocks were slightly higher while amalgamated and steel eased off. Secondary transactions indicated an improving tendency. Canadian Pacific and Virginia Carolina Chemical gained a point. Union bag and paper preferred advanced 2-5/8, making a gain of more than 9 points in the last few days.

BRITISH IMPORTS DECREASE AND EXPORTS INCREASE.

London, Dec. 6.—The board of trade returns for November show a decrease of \$5,570,000 in imports and an increase of \$5,900,000 in exports.

NOTICE.

There will be a meeting of the corporation, Montezuma Lodge No. 1, Inc., on Thursday evening, December 11, 1913, 7 p. m., at the lodge rooms, for the election of a board of directors, and for the transaction of such other business as may regularly come before it. All members of Montezuma Lodge No. 1 are urged to be present.

HATS

A Fine Christmas Gift!
BEAUTIFUL SCARF VEILS,
NOVELTY RIBBON PIECES,
Handsome Plumes, Plain or Fancy
Ostrich, which will make an elegant gift; also many other articles I carry will make Xmas gifts

MISS A. MUGLER
SOUTHEAST CORNER PLAZA.

CHRISTMAS SUGGESTIONS

OCEANS OF THEM ON SALE AT

McClintock & Wright

- Trunks,
- Suit Cases,
- Traveling Sets,
- Traveling Bags,
- Military Brush Sets,
- Neckwear Sets,
- Hosiery Sets,
- Initial Handkerchiefs,
- Suspenders,
- Garters, Arm Bands,
- Bath Robes,
- Mackanaws,
- Serge Suits,
- Overcoats,
- Raincoats,
- Overshoes,
- Umbrellas,
- Xmas Boxes,
- Collar Bags,
- Cuff Links,
- Scarf Pins,
- Imported Neckties,
- Two-tone Silk Hose,
- Silk Underwear,
- Silk Scarfs,
- Silk Pajamas,
- Auto Gauntlets,
- Dents' Gloves,
- Shoes,
- Knox & Stetson Hats,
- Jersey Sweaters,
- Sweater Coats,
- White Dress Vests,
- Ed. V. Price Clothes,

Store Open Every Night

McCLINTOCK & WRIGHT
HEADQUARTERS FOR HOLIDAY GIFTS