

(First publication Aug. 26, 1937.) Julius D. Cronin, Attorney

LEGAL NOTICE

In the County Court of Holt county, Nebraska. In the Matter of the Estate of Geo. H. Johnson,

MISCELLANEOUS

DON'T MISS St. John's Deloit Bazaar, chicken supper and dance, next Sunday, Sept. 12. 17-1p

RUGS cleaned and shampooed on your own floors, and also over-stuffed sets cleaned.—Call Herbert Pfeil, 711 Douglas St., O'Neill. 17-2p

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I HAVE eastern money to loan on farms and ranches. I also loan money on city property.—R. H. Parker, O'Neill, Nebr. 2tf

WANTED TO BUY

WHEN you have butcher stuff, either hogs or cattle for sale, see Barnhart's Market. 48tf

FOR RENT

FURNISHED apartment.—Mrs. Ella Riley. 17-1p

ROOM suitable for light house-keeping or students; private entrance.—Call Frontier office. 17-1p

APARTMENT, furnished, for light housekeeping.—W. G. Beha. 17-1p

FOR RENT—MODERN Residence. R. H. Parker, O'Neill. 16-1p

ROOMS for sleeping or housekeeping.—Mrs. Frank Howard. 16tf

SEVEN quarter sections of hay land while they last.—R. E. Gallagher, Phone 274. 15tf

FOR SALE

FURNITURE and household goods across from Presbyterian church.—O. M. Herre. 17tf

1929 MODEL A Ford; good Chev. motor for grinder; one hand washer.—Vic Halva Shop. 17-1p

FURNITURE at Mike Gallagher home. House will be open until it is disposed of.—Mrs. Bridget Gallagher, estate. Inquire at Gallagher's Store. 17-1

HOUSE, 8-rooms; and six lots.—Mrs. Bridget Gallagher estate. See Miss Meer. 17-1

FINE HAY LAND, near Emmet; best cash offer this week; SW 3/4 S 1/2 T 28, R 14.—Owner, care of this paper. 17-1

FOR SALE OR TRADE, Good Piano, cheap; also furniture.—Earl Baker, O'Neill. 17-3p

FURNITURE; new Dexter power washer; new cream separator; feed grinder; 450-egg incubator; corn planter; corn shredder; other small articles.—Mrs. Elmer Killinger, Inman. 50-2p

FOR SALE—POTATO DIGGER. R. H. Parker, O'Neill. 16-3

USED horse power and trail mowers; rakes; sweeps; One F12 tractor, 1 Reg. Farmall; 1 10-20; 1 15-30; binders; McDrq hay press; 1934 long WB Chevrolet truck; some work horses.—F. M. Keating & Sons, Atkinson. 15-4

FOR SALE—6-room house, has bath room, and lights and water, nearly modern, close in. \$1250 will buy it.—See R. H. Parker. 6tf

HOME LOANS FARM LOANS RANCH LOANS I Am Now Making Loans JOHN L. QUIG

Dr. J. L. SHERBAHN Chiropractor Phone 147 Half Block South of the Ford Garage—West Side of Street

DIAMONDS -- WATCHES JEWELRY EXPERT Watch Repairing O. M. Herre—Jeweler In Reardon Drug Store

W. F. FINLEY, M. D. Phone, Office 28 O'Neill :: Nebraska

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Deceased.

All persons interested in the estate of Geo. H. Johnson, Deceased, both creditors and heirs, are notified that on August 20, 1937, Marvin E. Johnson filed his petition in the County Court of Holt county, Nebraska, alleging that Geo. H. Johnson, a resident and inhabitant of Douglas county, Kansas, died April 24, 1935, seized of the South Half of Section Thirty-four, Township Thirty-one, Range Nine, West of the Sixth P. M., Holt county, Nebraska; that he left a last will and testament which was originally admitted to probate in the Probate Court of Douglas county, Kansas; that the devisee under said last will and testament, Lulu L. Johnson, died on March 11, 1934, and prior to the death of the testator, Geo. H. Johnson, and that said devisee left no issue surviving her; that by reason of the death of the beneficiary under said will, said real estate descended to the heirs at law of the said Geo. H. Johnson, as provided by the laws of descent and distribution of the State of Nebraska. That the heirs at law of said Geo. H. Johnson, Deceased, and their degree of kindred are: Ida Jacobs, Lydia Keen, sisters; Amber Williams, Crete McDonald, Vina Fritz, Nieces; Orlo K. Johnson, Lester Johnson, Mada Johnson, Archie Johnson, Marvin E. Johnson, Harold C. Johnson, Arthur B. Johnson, Harker Johnson, nephews; that petitioner is an heir at law of the said Geo. H. Johnson, Deceased, and as such is interested in his said will and is entitled to share in his said estate and has an interest in the real estate of which the said Geo. H. Johnson died seized and is entitled to have said will admitted to probate in the State of Nebraska and to have the heirs of the said Geo. H. Johnson determined; that said estate is not subject to an inheritance tax; that all debts and legacies of the said estate have been paid; that attached to the petition is an authenticated copy of the last will and testament of Geo. H. Johnson; that the prayer of the petition is that the authenticated copy of the last will and testament of Geo. H. Johnson be admitted to probate as his last will and testament; that the court may find and determine that Lulu L. Johnson, devisee under his last will and testament, predeceased the testator and that the bequest to her in said last will and testament lapsed and is void and of no force and effect and that his estate descended to his heirs at law; that the Court may enter a decree of heirship and may find and decree that the above named heirs at law are the sole and only heirs at law of the said Geo. H. Johnson, Deceased, and may fix and determine their degree of kinship and may find and decree that said described real estate descended to them as such heirs at law; that further and regular administration of this estate may be dispensed with; that the claims of all creditors of said deceased may be barred and that it may be found that this estate is not subject to the payment of inheritance tax and that the above described real estate descended free and clear of all debts to the heirs at law of the deceased, Geo. H. Johnson, and for such other and further relief as equity may require.

Said matter is set for hearing before the County Court of Holt county, Nebraska, in the County Court Room in the Court House in the City of O'Neill, on the 15th day of September, 1937, at the hour of ten o'clock A. M., and that if you fail to appear at said time and place to contest said petition the Court may grant the prayer thereof. Dated this 20th day of August, 1937. C. J. MALONE, County Judge. (County Court Seal) 15-3

ORDINANCE NO. 178-A An Ordinance providing for the making and entering into a contract for the purpose of pumping water by electric energy in the City of O'Neill, Nebraska, with the Interstate Power Company of Nebraska, a Delaware Corporation. Whereas, the Interstate Power Company of Nebraska, a Delaware Corporation, is desirous of furnishing electric energy to pump water for municipal purposes within the City of O'Neill, Nebraska, at the pumping station situated on the following described premises, to-wit: Lots One, Two and Three and the North Three feet of Lot Twenty-four in Block Thirty-three in Fahy's Subdivision of Lots One, Two, Three, Fourteen, Fifteen and Sixteen in Block Thirty-three of the City of O'Neill, Nebraska, and Whereas, the said City of O'Neill, Nebraska, desires to purchase from the Interstate Power Company all electric energy necessary to pump water at the above described station, and Whereas, said proposed contract is in words and figures as follows: CONTRACT FOR ELECTRIC ENERGY FOR MUNICIPAL PUMPING PLANT THIS AGREEMENT, made and entered into in triplicate this 8th day of September, 1937, by and between INTERSTATE POWER COMPANY OF NEBRASKA, a Delaware Corporation, with offices at O'Neill, Nebraska, its successors and assigns, hereinafter called the "Company," and the City of O'Neill, County of Holt, and State of Nebraska, hereinafter called the "Municipality"; WITNESSETH THAT, WHEREAS, the Municipality owns a complete pumping station situated on Lots One, Two and Three and the North three feet of lot Twenty-four in Block Thirty-three in Fahy's Subdivision of Lots One, Two, Three, Fourteen, Fifteen and Sixteen in Block Thirty-three of the City of O'Neill, Nebraska, for the purpose of furnishing water for said Municipality for fire and other municipal purposes and to the inhabitants thereof for domestic and commercial purposes; and WHEREAS, the Municipality desires to purchase from the Company all the electric energy necessary to operate said pumping station, which electric energy the Company is in a position to supply; NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is hereby mutually agreed by and between the parties hereto as follows: I. That the Municipality shall during the term of this contract, and any renewal or renewals thereof, purchase from the Company at the rates hereinafter mentioned all electric energy which shall be necessary for the operation of the above pumping station for the purpose aforesaid. It being the intent of this paragraph that all pumping done by the Municipality at the above pumping station shall be by means of electric energy. II. That the electric energy to be furnished and purchased hereunder shall be what is known as three phase, sixty cycle, 220 volts, alternating current, and shall be measured by proper meter supplied by the Company and installed by it in said pumping station. III. That the point of delivery of said electric energy shall be the binding posts of Company's meter to be installed in said pumping station. IV. That the Municipality shall pay to the Company each month for all electric energy consumed as aforesaid a consideration computed upon the following schedule of rates, to-wit: Three Cents (3c) per K. W. H. Net. Provided that said consideration shall be not less than Fifty Cents (50c) per month for each connected horsepower or fraction thereof of the meters installed in said pumping station. V. That the Company shall, as soon as practicable, after the end of each month, render a bill to the Municipality for electric energy consumed during the preceding month, and the Municipality shall pay said bill within fifteen days from the date of presentation thereof. VI. That the Municipality hereby represents that it has taken due and proper action, in accordance with the Statutes of the State of Nebraska, to appropriate sufficient funds for the payment of bills to be rendered hereunder and it agrees that if such funds shall be insufficient for that purpose it shall, at the time and in the manner and to the extent provided by the Statutes of said State, appropriate additional funds and/or assess, levy and collect a tax sufficient for the prompt payment of said bills. VII. That should the Municipality install equipment requiring additional electric energy, it shall give the Company written notice thereof at least sixty (60) days prior to the date on which such additional electric energy shall be required therefor. VIII. That the Company shall render good and sufficient service for the purpose of this agreement but shall not be liable for failure of such service due to causes not caused by it. IX. That each of the parties hereto shall hold the other free and harmless of and from all liability, damages, actions and causes of action caused by or through the ownership, maintenance or operation of its electric property and equipment and such division of liability shall be at the point of delivery as hereinabove provided. X. That this agreement shall be and remain in full force and effect for a period of Five (5) years from and after the date hereof; provided, that the term hereof shall be extended an additional five (5) years if the Municipality shall not within sixty (60) days prior to the expiration hereof notify the Company in writing of its desire to terminate the same at the end of said Five (5) years. XI. That all contracts and agreements, written or oral, heretofore existing between the parties hereto and covering the subject matter hereof, (if there be any such), are hereby cancelled and the Municipality hereby represents that it has by appropriate action repealed or amended all ordinances, resolutions and rules, or parts thereof, heretofore adopted by it in conflict with the terms hereof. XII. That the Municipality represents that this agreement has been duly authorized by a majority vote of its Council in accordance with the Statutes of the State of Nebraska, and certified copies of the proceedings therefore shall be promptly furnished to the Company for approval of its counsel. XIII. That if any Section or part of a Section of this agreement shall be declared null and void by any competent authority the remaining portions hereof shall not be affected thereby. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed the day and year first above written. INTERSTATE POWER COMPANY OF NEBRASKA, By _____ President.

Attest: Assistant Secretary. CITY OF O'NEILL, NEBRASKA, By John Kersenbrock, Mayor. Attest: C. W. Porter, City Clerk. (SEAL)

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF O'NEILL, NEBRASKA: Section 1. That the City of O'Neill does enter into the aforesaid contract for pumping water at the above described station and that the Mayor of the City of O'Neill execute said contract on behalf of the City of O'Neill, Nebraska, and that the City Clerk attest said contract. Section 2. That this ordinance shall be in full force and effect from and after its passage and publication as provided for by law. Passed and approved this 8th day of September, 1937. JOHN KERSENBROCK, Mayor. C. W. Porter, City Clerk.

NOTICE All land owners in Road District 26 must have all section roads mowed adjoining their property by Sept. 20, 1937, or same will be mowed and charged to land owners. By order of Township Board. BERT SHOEMAKER, Road Supt. of Dist. 26.

THE NEBRASKA SCENE

By the Lowell Service The state game forestation and parks commission has set an open season on doves, beginning at 7 a. m. September 1, and closing at sunset November 15. This is the first open season on doves in Nebraska since 1929. Each hunter is allowed a daily bag and possession limit of ten doves.

The new state highway patrol will be in operation at least by November 1, according to R. F. Weller, its chief. A preferential group of about 150 is now being chosen from the approximately 4,000 applications made for the 40 posts of patrolmen. About the middle of September examinations will be given the preferential applicants, and further tests will be given to those who pass these examinations. State Sheriff Flake and State Engineer Tilley will help make the final selection.

RAISING AN ALARM

Reports from the agricultural districts bring news that mere mention of the probable revival of the AAA has started the pigs to squealing.—Ashtabula Star-Beacon

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"PASS IT ON" When you've seen a good "movie" you tell somebody about it, don't you? Then why not pass the good word on when you get real quality and exceptional value! Green Top Carrots Per Bunch 5c Bananas Per Lb. 6c Syrup 1/2 Gallon 29c Sweet Corn 3 Cans 25c Crackers 2-Lb. Box, 25c Value 19c Cherry Nectar 10c Bottle 7c Real Cup Coffee 25c Value 19c Ginger Snaps 2-Lbs. 20c Oxydol 25c Value 21c Cal-X Water Softener, 25c Value 15c O'NEILL FOOD CENTER