OFFERED FOR RENT Houses and Cottages-Continued.

FOR RENT-7-room house, modern except furnace, in complete repair, new plumb-ing, cemented cellar and laundry; rent reduced to E2250. Apply at 607 N. 18th St., or 508 N. X. Lafe Bldg. (15)-M304 MODERN, 7-room house, near park. 1509 8, 23th. (15)—654

FOR RENT-4 rooms in apartment flat; city water, gas, 152 N. 18th St.; 110. C. M. Bachmann, 436 Paxton Block. (15)-M378

4 ROOMS, with bath! 2007 N. 20th. (15)-M412 7x A rooms, bath, furnace, combination fix-ures, screens, shades, new and first-O'REEFE REAL ESTATE CO. 1601 N. Y. Life Bldg. Phone Doug 215 (15)-M481 6

Buildings.

1312 HARNEY ST.-3 floors and basement, 33x130 feet; suitable for wholesale. Mc-Cague investment Co., 1506 Dodge St. (15)-837 HE entire building formerly occupied by the Daily News, 4430 feet, 2 stories and bassement. McCague Investment Co., 1500 Dodge St. (15)—336

Wholesale District BUILDING

For Rent

he four-story and basement brick build-at 916 Farnam St. Apply at Business office of The Bee. (15)-M380

FOR RENT-Desk room in Bee office, city hall building, 417 N. 25th St., Bouth Omaha. Apply to manager. (15)—134 DESK room on first floor at 1212 Farnam (15)-839

CHOICE OFFICES

It is very seldom that good outside space in a well appointed office building is available. At the present time we have a beautiful suite of two rooms on the fifth floor, with east and south light, a large vault, which makes this a most desirable space during either summer or winter. Room No. 546 is now vacant and is layle, with a good-sized vault, has east light. A new hard-wood floor was recently put in this room.

Everybody in Omaha knows the location of the Hee building; it is central close to the city hall and county court house. There are several hundred people who spend more time here than in their homes and any one of them will testify as to the care they receive here.

For further particulars call

For further particulars call

THE BEE BUILDING CO.

17TH AND FARNAM. (15,-434

OFFICES on the third floor Boston Store building, facing 18th St. Two offices at \$15.00 per month, one office at \$20.00 per month, and one large office, 4 windows, \$60.00 per month. Inquire J. L. Brandels & Sons. (15)—456 5

FOR RENT—The best located corner store in Omaha, Farnam and 16th Sts., Board of Trade Bldg, See P. H. Philbin, Schifts Hotel: (15)—841 FOR RENT-Large store room, basement, 260 So. 16th St., 115, C. M. BACHMANN, 426 Paxt with good

BTORE ROOM, 1105 N. 18th St., \$20. BEIMIS, PAXTON BLR., 'Phone Douglas \$85.

OFFERED FOR SALE Feucing.

ANCHOR and iron fencing; wire fencing to per foot. 206 N. 17th St. Tel. Red St. (16)-842

Furniture.

ID-HAND furniture bought and sold; business on the square. Rosenberg, formerly with Chicago Furniture Co., 103 B. 14th. D. 5885. (16)—M970 Jv27 Pianos, Organs, Musical Instruments

FOR SALE—All planes unsold in Bennett's since the fire have been removed to 400 S 15th St., where every one will be sold re-gardless of price. Come and get one at your own price. (16)—M579 UPRIGHT Kimball plane, in fine condition, \$115. Owner leaving city. 1819 Day enport St. (16)—M322 8x

FOR SALE—Upright plane with player at-tachment and music, \$125, this week only. Address, L 648, Bee. (16)—M387 &x

SPECIAL PIANO BARGAINS

Kimball, upright, large size Singer, upright, walnut case. Chickering, upright, parlor size Vose & Sons, fine tone

Easy payments of \$3 to \$5 per month SCHMOLLER & MUELLER, 1311-1313 Farnam St. 'Phone Douglas 1605.

BIX square grand planes given away free Saturday, July 6, at BCHMOLLER & MUELLER PIANO CO., Tel. Douglas-1635. 1311-1313 Farnam St. (16)-M440 6

Pool and Billiard Tables.

FOR SALE—New and secondhand billiard and pool tables. We lead the world in cheap bar fixtures; easy payments. Brunswick-Balke-Collendar, 407 S. 16th St. (16)—345

TYPEWRITER SALE—All machines taken in exchange will be closed out at unbeard prices. Typewriter Exchange, 541 Paxton Block. (15)—M971

FOR SALE—High grade secondhand type writer; good condition; a bargain at Ed Call room 608, Hee Bldg. (16)—671 ONE Renington typewriter, No. 6, in good condition, for sale cheap. Call at Bee Office. (16)—627x

Miscellaneous.

GAS, ELECTRIC COMBINATION FIXTURES

BURGESS & GRANDEN CO. Telephone Douglas 651. 513 S. 15th St.

OFFERED FOR SALE

Miscellaneous-Continued.

I will sell at O'Donahoe-Redmond-Normile's place of business, either separately or in bulk, all fixtures and furnitures belonging to said company. Inspection may be made at any time. WILLIAM J. COAD, Receiver. (16)—M562 0

HOME MADE GRAPE WINE 10 YEARS OLD. \$1.00 PER GALLON, CACKLEY BROS. OPPOSITE POSTOFFICE. (16)—30 IS Call at our store Saturday, July 6, and get a square grand plane free of charge. SCHMOLLER & MUELLER PIANO CO., 1211-1312 Farnam St. (16)-M461 6

SHERWIN WILLIAMS CO., best mixed paint. Sherman & McConnell Drug Co. (16)-192

HOMEOPATHIC medicines, wholesale and retail. Sherman & McConnell Drug Co. (15)-M67 AWNINGS—They're not expensive. Call Doug. 833 and our representative will call. Omaha Tent and Awning Co. (16)—193 HALL'S safes, new, Ed-hand. 1818 Farnam. (16)-847

POR SALE-First-class store fixtures, showcases, etc. Globe Land and Invest-ment Co., 1822 Farnam St., Omaha, Neb. (16)—850

DRUGS at cut prices; freight paid on \$10 orders; catalogue free.

SHERMAN & M'CONNELL DRUG CO.,
Omaha, Neb.

FOR SALE—Complete threshing outfit, in running order, consisting of a 16-horse power Aultman-Taylor engine and J. I. Case separator, including patent feeder and swing stacker. Can be bought at such a figure that it will pay for itself in a thirty-day run. For particulars, call or write Washington County Bank, Ft. Calhoun. Neb. (16)—459 II

PATENTS

LARSON & CO.-Book free. D. O. BARNELL, patent attorney and ma chine designer, Paxton Bik. Tel. Red. 7137 (47)—518 Jy11

CITY STEAM LAUNDRY—Shirts pressed not ironed. 21 S. 11th St. Tel. Doug 354 (18)—556 OMAHA Stammerers' Institute. Ramge Bldg. (18) 857

SEWING machines rented, any make, 75c per week or \$2 per month. Second-hand machines for sale, \$5 and up. Nebraska Cycle Co., 15th and Harney. (18)-858 COUNTER platform scale, weighing fits pounds; counter coffee mill, hearly new; also two 5-foot plate top floor cigar cases; bargain. 306 N. 16th. (16)-388 lx MAGNETIC treatment and bath, Mme. Smith, 118 N. 15th, 2d floor, (18)-900

FEW bargains in 2d-hand soda fountains, monthly payments. Deright, 1818 Farnam. (15)-849

SYRINGES, rubber goods, by mail; cu prices. Send for free catalogue. Myers Dillon Drug Co., Omaha. (18)-839 400 TELEPHONE poles, all sizes, must be sold regardless of price, quick. Dimock, \$41 N. 24th St., South Omaha. 'Phone 1116. (16)—M449 9x

BENNETT'S plano department has been removed to 462 S. 18th St., where all fire planes are being sold for a fraction of their real value. (18) -64 HEALTHY, wholesome, satin skin be-stowed by Satin skin cream and Satin powder, 25c. (15)

PLEATING Buttons, Ruching, Embroidery.

Dyeing and cleaning, sponging and shrinking—only 5c per yard. Send for price list and samples.

GOLDMAN PLEATING-CO.,

10 Douglas Block.

Tel, Douglas 1985.

BACHBLOR girl, cultured, pretty, will wed physician, widower established. Farmer means, under fifty don't answer. Address Y32 care of Bee. (18)-MI45 12x

THE SALVATION ARMY solicits cast-off clothing; in fact, anything you do not need. We collect, repair and sell, at 114 N. 11th St., for cost of collecting, to the worthy poor, Call 'phone Doug, 4135 and wagon will call. (18)—511

PRIVATE CONFINEMENT HOME-Mrs. Dr. King, 1836 N. 14th St. Tel. Doug. 8559. (18)—863

MAGNETIC Outcology and massage. Room 2, 1304 Farnam St., 2d floor. (18)—M926 Jy26 THE ELITE Mannage and Bath; ex-pert lady operator; room 30, Barker block, 15th and Farnam Sts. (18)-354 7x

WANTED-First-class attractions during Wisner stock show, Sept. II, 12 and 13, 1907. Address L. C. Meeir, sec'v., Wisner, Neb. (18)-M461 7

REAL ESTATE

REAL ESTATE DEALERS.

RUSSELL & M'KITRICK CO., 422 Ramge W. H. TURRELL, 18 Patterson Bik. Dou 1129. (19)-366 PAYNE INV. CO., 1st floor N. Y. L. Doug 1781. (19)—896 R. C. PETERS & CO., Bee Bidg. L. W. BUNNELL & CO., 821 N. Y. Life Douglas 5149. (19)—890

GEORGE & COMPANY.
Tel. Douglas Tol.
(19)-539 1001 Farnam. CITY PROPERTY FOR SALE.

HERE'S YOUR CHANCE

nicely situated, on and near car line, at from \$100 to \$250; \$5 down, \$5 per month. Will build houses on same on small monthly payments. If you desire a nice

BENJAMIN REAL ESTATE COMPANY,

Phone Douglas 7322.

Call for Our New Plat of Seven Sightly Lots

IN WEST FARNAM DISTRICT for \$1,200 to \$1,500 each.

Harrison & Morton, 913 N. Y. Life. Tel. Doug. 314.

ACROSS THE RIVER

nace, at 200 Ave. B, Council Bluffs, one block from ear line. Il minutes' ride from 14th and Douglas; must be sold this week. Price-\$1,350; half cash, balance on easy

BENJAMIN REAL ESTATE COMPANY,

REAL ESTATE CITY PROPERTY FOR SALE

HE KERR ABSTRACT CO.'S ABSTRACTS OF TITLE are the safest. You are protected by a \$10,000 bond against loss by errors. You don't buy a lawsuit when you buy a "Kerr" abstract. 1614 Harney, Tel. Douglas 5487. (19)—

AST your property with the Western Home Builders, rms. 22-23 Nebraska Natl. Bank Bldg. (19)-714

F YOU are thinking of building it will pay you to see the Western Home Build-era, rooms 22 and 25 Neb. Nat. Bank Bldg., for prices and terms. (19)—230 BEMIS PARK. Two beautifully situated lots, 40x17 feet each, west front on boulevard, two blocks to car, on grade; corner, \$809; inside, \$700. Must be sold by owner at once, \$404 Lafayette Ave.

(13)—MES

(Continued.)

NEAT cottage and 4 acre, barn, chicken house, on West Leavenworth, all for \$1,000. sl.000.
seautiful acre tracts and lots in the West
Leavenworth and Dundee district at reasonable prices and terms.
S. ARION LEWIS. cre Specialist, 534 New York Life Bids Phone Harney 2519. (19)—M164 8

ONLY \$2,100 6-ROOM COTTAGE, GOOD LOCATION 2119 Maple St.; sewer, water, gas, bath, good order; lot 50x152, paved street; now vacant.

W. H. GATES, 617 N. Y. LIFE. (19)—509 7

New and strictly modern, 7-room house on 14th Ave., near St. Mary's Ave. Paved street. Terms, \$1,000 cash, \$300 annually at 6 per cent. We will be glad to show this property to you.

PAYNE INVESTMENT CO. First Floor N. Y. L. Tel. Doug. 1781. e'If it's a bargain, they have it."

(19)-Mis7 6

MORTGAGES FOR SALE a have a number of first larms for sale that are gilt edge, PAYNE INVESTMENT COMPANY, First floor N. Y. Life Bldg. Tel., Douglas 1781. (19)—MES 10

3211 SEWARD ST.

Owner wants to sell, 7-r., gas, bath, city water. Bee us and we will show you O'KEEFE REAL ESTATE CO. 1001 N. Y. Life Bldg. (19)-M476 10

LARGE LOTS BIG TREES

shade. This block is located between Lothrop and Emmet Sts. and 14th and Sherman

Price \$750 and \$800 It will pay you to look these over at once before they are all sold. We will make

Hastings & Heyden,

(19)-537 5

ON CENTRAL BOULEVARD Dodge; price reduced from \$1,000 to \$900.

BENJAMIN REAL ESTATE COMPANY,

Phone Douglas 7322. 225-6 Neville Block.

\$35.00

1515 N. 336 St., brand new, strictly modern, key at our office. Telephone. D. 2152, O'KEEFE REAL ESTATE CO. 1001 N. T. Life Bldg. (19)-M478 10

\$5,000

Modern, 3-room home, brand new, on 25th Ave. and Poppleton, east front; lot 46x 125. Permanent walks in and paving or dered. A very attractive property.

PAYNE INVESTMENT CO. irst Floor N. Y. L.

FOR SALE-House, 6 rooms, modern ex-cept furnace, 2807 Cuming St. Price, \$2,500. Easy terms. JOHN F. FLACK, City Savings Bank, 18th and Douglas. (19)—301

IN WEST COUNCIL BLUFFS on car line; 8 minutes from 16th and Douglas. Price-\$1,300-\$390 down, balance \$15

small monthly payments, with a small cash

BENJAMIN REAL ESTATE COMPANY,

Phone Douglas 7332.

LOOK AT THIS All modern, 6-room cottage, 343 Lafayette Ave., Bemis Park, 'Phone Harney 3465. (19)-866

BEMIS PARK DISTRICT rooms, brand new, strictly modern, \$4,000.

FOR SALE-5-room cottage, owner leaving city, will sell at a sacrifice. 106 North 60th, South Omaha. Tel. 871. (19)-M145 MEST new 8-room house, modern with or without furnace, for 12,650; forced to sell quickly. Tel. after 7 p. m. Webster 1556.

(15)-Mest

Phone Doug. 2862 (16)-3667 6

A brick block of three stores and 22 rooms on a leading business street; rented for \$335 a month. Price \$15,000; half cash, balance four years at 5 per cost

(Continued.) FOR SALE-Five acre tract of land in Ben-son, three blocks from car, suitable for

FARM AND RANCH LAND FOR BALE

quarter sections of the choicest dry, clean prairie land; deep black loam; can all be cultivated; good locality. Notris is located in one of the richest farming districts in Manitoba, the land being well adapted for wheat growing. The owner, not being a farmer, needs the money for business, hence a great bargain, For particulars address George C. Popham, Box 663, Winnipeg, Manitoba. (20)—991 Jyx

WANTED-Agents to represent us in the sale of our Kansas lands. Write for particulars. Globe Land and Investment Co., Omans, Neb. (20) 502

FIRST-CLASS Nebraska farms and ranches for bomes or investment. Benis, Omaha. (30)—M978

FOR SALE—Relinquishment of good section of land (Kinkaid homestead) 2 miles from R. R. station; in central Nebraska; 400 acres arable; some improvements.

Address W 620, care Bee. (20)—518.7x North Dakota.

10,200 ACRES of land in Mercer county, North Dakota, as a whole or in small lots, for sale on easy terms. H. E. Skinner, 1016 Guaranty Loan Bidg., Minneapolis. (20)-M162 9x

South Dakota. ARE YOU interested in South Dakota? If so write to the A. C. Brink Land Co. of Pierre, S. D., concerning the 25,000 acres of farm lands they own in Hughes and Sully counties. They will answer you gladly.

(20)—M379 AI

We own and offer for sale 25,000 acres of We own and offer for sale 25,000 acres of first-class farming land situated in the Texas Panhandle; surface smooth and gently rolling, soil a dark chocolate loam, with clay subsoil—every inch a steam plow proposition; sheet water at from 20 to 60 feet. Since January 15 we have retailed nearly 100,000 acres; average retail price, \$12 per acre. We have our own hotel, fully equipped, together with automobiles. If taken within the next fifteen days we will include the entire equipdays we will include the entire equip-ment with the land at a bargain figure. TEXAS AND SOUTHWEST COLONIZA-TION COMPANY,

TEXAS LAND FOR SALE.

2,000 ACRES choice agricultural and fruit land, in a solid body, 4 miles from the county seat of Ector county, on the main line of the T. & P. R. R.; over 30 Irains daily; write for colonization; surveyed; staked; shallow water; for quick sale, 18 per acre will buy it; very easy terms; 6 per cent interest; \$100.000 profit in this deal for you; best proposition in Texas. Address the owner, J. W. Topping. Odessa, Tex. (20)—517 \$

To Timber Buyers or investors.

Timber, the gold of the northwest, is fast passing into the hands of large syndicates. At the present time large timber holders are asking \$2.50 to \$5.00 per M. stumpage. There are yet, however, tracts held by private parties accessible to Puget Sound or railroads which, because of the long acquaintance and practical experience as a timber inspector of the senior member of our firm, we are able to buy at a price not to exceed \$1.50 per M. on a stumpage basis, which also includes the land. These tracts range from 20 to 50 M. feet per acre and in size from 5 to 15,000,000 feet, largely fir, with some cedar and hemlock. We could buy 100,000,000 feet in the next six months. On a conservative basis, in five years this would yield 300 per cent on the investment, after deducting interest on amount invested, and taxes, and the land would remain as an asset, in many cases having a value nearly equal to the original investment. We invite correspondence and investigation by investors and timber men. The senior member of our firm will gladly welcome an interview by interested parties during the few days he will remain in Nebraska. Address the Paxton hotel.

he will remain in Parton hotel.

Paxton hotel.

M'NEIL & ELLSWORTH,

612 Bankers Trust Bidg. Tacoma.

Real Estate Members of the Tacoma.

Chamber of Commerce.

(20)—M528 7x

REAL ESTATE LOANS

MONEY TO LOAN-Payne Investment Co PRIVATE MONEY-F. D. Wead, 1839 Doug (28)-218

\$1,600,000 TO LOAN on business and residence property in Omaha; lowest rates no delay. Thomas Brennan, Room 1, N. Y. Life. (22)—219

Private money. W. L. Selby, 440 Board of Trade Bldg. (22)—M460 5 \$509 TO \$50,000 TO LOAN at lowest rates, no delay. GARVIN BROS., 1604 FARNAM (22)-272

WANTED-City leans R. C. Peters & Co

LOWEST RATES-Bemis, Paxton

WANTED-TO BUY

BUYERS FURNISHED IN 经 HOURS— Investment Dept. Western Ref. & Bond Ass'n Inc.. Suite 723-722 N. Y. Life Bidg. (第)-114

WANTED—One hundred thirty feet of counters and shelving for general store. Write or phone J. C. Milliman Logan, 1082. (25)—M 523 10x

WANTED-TO RENT

Want store bldg., at least 20-ft front by 0, CENTRALLY LOCATED. Will sign case for 2 to 5 years. Address 51-632, Bec. (26)—M475 6 WANTED-By gentleman and wife, suite finely furnished or suite unfurnished rooms; good neighborhood, not far from New Rome hotel; must have electric lights, hot and cold water; terms reasonable. Address W. A., Rome hotel.

(3)—M 498 llx

WANTED-SITUATION FOR student help see McCartney Insti-tute, 1802 Farnam. (27)—M628

WANTED-By teacher, office work for the summer. Address H-628, care Bee. (37)-M1292 6x would accompany an invalid or olderly lady on a trip, or chaperone a party of young ladies. Address PSM Omaha Bee. (27)—M565 Sx

LEGAL NOTICES

NOTICE TO CONTRACTORS SEALED bids will be received at the office of the 1007, for the paving and curbins in paving district No. Two (3) including all excavations and other work in connection therewith according to the plans and specifications on file in the office of the city clerk of said city. The approximate amount of said work is as follows: Vitrified lyrek or block paving, 18,031 square yards; combination curb and gutter, 11,732 lineal feet. The engineer's estimate of the cost of this work is as follows: Brick or block paving, per square yard, 21.15; asphaltum paving, per square yard, 21.15; asphaltum paving, per square yard, 21.15; combination curb and gutter, for brick paving, per lineal foot, 75 cents; combination curb and gutter, for brick paving, per lineal foot, 55 cents; exconcrete curbing, per lineal foot, 55 cents; 5x30 concrete curbing, per lineal foot, 55 cents; extra concrete curbing, per lineal foot, 55 cents; extra concrete, per cubic yard, 32.25; extra sand in place, per cubic yard, 31.10; for resetting curb, per lineal foot, 15 cents. Bids will be received separately on brick block paving, asphaltum paving, and combination curb and gutter, and en application the city cierk will furnish blank proposals. The city reserves the right to reject any and all bids or waive any defects.—GEORGE S. NEWMAN, City Clerk, by order of the City Council. 34.5-6-7 NOTICE TO BOND BUYERS-FOR SALE -\$15.00 of 20-yr. school bonds, issued by school district No. 18 of Madison Co., Neb., 5 per cent int., option of pay't after 5 yrs. Denomination 1500. Sealed bids to be opened

LEGAL NOTICES

PROPOSALS FOR LAYING WATER MAINS—Sealed proposals will be received by the city cierk of the city of Randolph. Nebraska, at his office until the 22d day of July, 1997, at's o'clock p. m., for the furnishing and laying of 5,000 feet of 4-inch cast water mains with six 4-inch double horsels fire hydraris for Ny-inch fire hose together with all necessary fittings for all mains and hydrania. Bids to include the digging of all ditches at least five feet below the established grade of said city, and not less than five feet below the surface of the street at any place. Bids to include all connections and extras as shown by the plans and specifications on file at the office of the said city clerk. One-half of the contract price for the laying and furnishing said mains as above to be paid in cash and the balance to be paid in warrants drawn on the general fund of said city. All bids must be accompanied by a certified check equal to 10 per cent of the amount bid, as a guarantee that if the bid is accepted the bidder will enter into contract to perform and carry out the bid. The city reserves the right to reject any or all bids. E. S. MAILLIARD, City Clerk Ended. PROPOSALS FOR LAYING WATER MAINS—Sealed proposals will be received

REAL ESTATE TRANSFERS Louise Hansen to Thomas G. Degan olce
h S. Thomas and wife to Charles
Carlson, lot 15, block 20, Florence
id C. Alsop et al to Zella Berka,
lot 2, block 1, S. E. Roger's and
James M. Weckerly et al to Charles
Bettelle, lot 7, block 4, Improvement
association add
Harry D. Reed and wife to Andrew
Christiansen, lot 2, block 1, Hazel
Terrace
Lewis S. Reed and wife to same lot 3,
block 1, Hazel Terrace.
Louis Balcombe Reed to same wide
lot 4, block 1, Hazel Terrace.
Benma M. Arriens to Nelson B. Updike, part lot 19, Horbach's First
add

Emma M. Arriens to Nelson B. Up-dike, part lot 19, Horbach's First add
W. J. Ure and wife to George H. Harr and wife, 6 ft. strip adjoining lots 3, 4 and 5, block 15, Shinn's add Sarsh Vengrovitch and husband to Allen Ross Riegel, south 44 ft. lot 1 and s. 44 feet e 6 ft lot 2, block 19, Omnha. 19. Omnha.

Pabst Brewing Co. to Oliver C. Fuller, a. 45½ ft. lot 5. block 245, Omnha, and other lots.

Cecchia C. Buchtel to Frank W. Barber, lot 3, block 205½, Cmaha.

place
C. Scott to Gustav F. Hohensee, lot 7, block 2, Belvidere add
William Butt and wife to Ellen
O'Hearn, lot 26, block 2, Gate City

RAILWAY TIME CARD

UNION STATION-10th AND MARCY. Overland Limited a 8 55 am a 9:40 pm

Chicago, Rock Island & Pacific. Chicago Limited a 2:45 am all 30 pm Iowa Local a 7:40 am a 4:35 pm Des Moines Fras. ... a 4:35 pm al2:30 pm Iowa Local all 40 am b 9:55 pm

Chicago Great Western.

Chicago Express 7:79 am a 5:45 pm hilm. & St. Paul Exp... 5 7:30 am a 8:36 pm Chicago Limited a 5:00 pm a 8:30 am Minn. & St. Paul Lmtd.a 8:30 pm a 8:30 am

Casper-Snoshoni a 2:00 pm Hastings-Supertor b 3:00 pm

Missouri Pacific. Chicago, Milwaukee & St. Paul.

Denver & California 4.19 Northwest Special 4.19 Black Hills 4.10

orthwest Express 8 2.3 Northwest Express ... a 5:30 pm
Nebraska points ... a 2:00 am
Nebraska Express ... a 5:06 am
Lincoin Local ...
Chicago Special ... a 1:00 am
Chicago Express ... a 4:50 pm
Chicago Express ... a 4:50 pm
Chicago Express ... a 4:55 pm
Kannas City & St. Joe ... a 5:15 pm
Kannas City & St. Joe ... a 5:15 pm
Kannas City & St. Joe ... a 5:15 pm
Kannas City & St. Joe ... a 5:15 pm
Kannas City & St. Joe ... a 5:15 pm
Kannas City & St. Joe ... a 5:15 pm
Kannas City & St. Joe ... a 5:15 pm WHEN you write to advertisers remember it takes but in extra stroke or two of the pen to mention the fact that you naw the ad in The Bee.

SUPREME COURT SYLLABI

1. A vendor, by commencing an action on a note, given for the purchase price of a machine, by the terms of which the title thereto is not to pass to the purchaser until full payment is made therefor, will ordinarily be held to have waived his title to the property and have vested the title thereto in the vendee.

2. Where, however, after commencement of such a suit, the vendor takes pessession of the machine pending the action, with the consent of the vendee, for the purpose of repairing it and delivering it to a third person (the surety on the note) under a contract between himself and the surety only and falls to redeliver it to the vendee, suc heoducit will relieve the vendee from his obligation to pay for the property.

3. Where the action proceeds against such surety on his agreement to take the property and pay the note given for its purchase price, and is defenced on the ground of a bresch of the agreement, if the evidence is conflicting the questions in issue should be submitted to the jury and it is error for the court to direct a verdict for plaintiff for nominal damages only.

Neither the husband nor the wife can abandon the family homestead and thereafter sell and convey the same to another to the exclusion of the homestead right of an insane spouse.

18782 Smith against Hofeldt. Appeal from Douglas. Reversed, with directions to grant injunction as prayed. Epperson, C., Division No. 1.

1. Power given to villages by statute prior to the 1808 amendment to require the construction of sidewalks did not include the power to require the lot owner to reduce the sidewalk space to the established grade.

2. Prior to 1808, before a village could, by notice, require a lot owner to construct a sidewalk to grade upon an improved street, it must perform its duty by reducing the sidewalk space to the entablished grade.

1478. Bazelman Lumber company against Hinton. Appeal, Boyd. Reversed with directions. Jackson, C., Division No. 2.

1. A bona fide purchaser of real estate without notice of an existing chattel mortaging given by his vendor on a dwelling house situate thereon, takes the title free from the lien of such chattel mortage. without notice of an existing chattel mort-gage given by his vendor on a dwelling house situate thereon, takes the title free from the lien of such chattel mortgage. 2. It is not incumbent on the plaintiff in an action to foreclose a real estate mort-gage to prove title to the real estate in the mortgagor as against such mortgagor and his privice.

the mortgagor as against such mortgagor and his privies.

14816. Coffey, Admr. against Omaha & Council Bluffs Street Railway company. Appeal, Douglas Affirmed. Good, C., Division No. 1.

1. It is a question of fact for the jury, whether or not a passenger, who is riding on the lower step of the platform of a crowded street car, and who is thrown therefrom and injured by reason of the negligent operation of the car, is, by voluntarily riding in such place, guilty of such contributory negligence as will defeat a recovery.

such contributory negligence as will defeat a recovery.

2. Evidence as to the negligence of the defendant in the operation of the car examined and held: Sufficient to require its submission to the jury.

3. A witness who sees a moving car and possesses a knowledge of time and distance is competent to express an opinion as to the rate of speed at which the car was moving. Omaha St. Ry. Co. vs. Larson, 79 Neb., 291, followed and approved.

4. Rulings of the trial court on the admission and exclusion of testimony examined and held: Not to be prejudicially erroneous.

cannot recover where the latter element is lacking.

14832 Gandy against Wiltse. Appeal, Richardson. Reversed unless defendant file remittilur of \$500 in thirty days; other wise affirmed. Epperson, C., Division No. 1.

1. Evidence of a verbal agreement by a landlord with his tenant to construct a drain for the protection of a part of the land leased made without consideration, and evidence of damage by reason of the fallure to construct such drain, is incompetent in an action for an accounting, the agreement being emitted from a written lease between the parties.

2. "Whether or not a right to trial by jury exists must be determined from the object of the action as determined by the averments of the petition, and in onse of ambiguity by resort to the prayer." Yeager against Exchange National bank of Hustings, 52 Nebraska, 22.

2. The giving of a note by one party to another in settlement of the difference between them is a good defense in an action by the maker against the payee to recover prior existing claims, in the absence of fraud or mixtake, but such defense must

prior existing claims, in the absence of fraud or mistake, but such defense must be pleaded.

be pleaded.

1425. Taylor against Stull and Clark. Appeal, Cass. Reversed and remanded. Good, C. Division No. 1.

1. Under section 3507. Cebbey's Annotated Statutes, providing for attorney's liens, the judgment in favor of the prosecutrix in a bastardy proceeding is subject to the lien of har attorneys for professional services in obtaining such judgment. ment.

2. An assignment of such judgment after the filing of the attorney's Hen does not affect such lien, and the assignee takes the judgment subject to the attorney's her judgment subject to the attorney.

ney's lien. 14845. Hobson against Huxtable. Ap-

1. The actual use of a dwelling as a family home is a sufficient selection under the provisions of the homestead law.

2. Where the homestead is selected from the property of the wife, it must be with her consent; but such consent may, until the contrary is shown, be presumed from the use and occupancy of the property as a family home.

3. Under the provisions of sections 57 and 59, of chapter 73. Compiled Statutes, a remainder man may bring an action to quiet title during the life of the life tenant; and the running of the statute of

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limitations is not in such case postponed until the death of the sive tenant.

4. Where a defendant in an action to quiet tille, claims as a co-tenan, with the risintiff, and the action proceeds to a decree quieting fille in the co-tenants, plaintiff and defendant and against the other defendants, the action will be deemed an action to quiet title; and if the statute of limitations would run against such action by any defendant, such defendant will be barred.

14850. Plant against Chycago. Burlington & Quincy Railway Company. Appeal, ton & Quincy Rasiway Company. Appeal, Richardson. Reversed and new trial granted. Ames. C. Division No. 7.

The record discloses conflicting evidence upon disputed questions of fact and the court therefore erred in peremptorily

instructing a verdict. vision No. 2.

The action of a trial court in withdrawing a cause of action from the conshieration of the jury will not be held
arroneous on account of the reason given
therefor by the court if the withdrawal
is proper for any reason.

is proper for any reason.

14.335. Russell against Estate of Closs. Appeal from Dodge. Reversed and remanded. Jackson, C. Division No. 2.

In an action against the representative, of a deceased nerson, founded on an alleged contract between the piaintiff and the deceased, where the execution and delivery of a contract is denied, the plaintiff is an incompetent witness to prove the fact of delivery.

delivery.

14.351 Lincoln Township against Kearney County. Appeal from Kearney. Affirmed. Good. C. Division No. I.

1. Action of the board of county supervisors in disallowing a claim against the county is final unless appealed from.

2. The action of the board of county supervisors in disallowing a claim of a township is not affected by the fact that the notice of such disallowing a claim of a township is not affected by the fact that the notice of such disallowinger was mailed to a person who was an officer of the claim, but who had resigned his effice, when the written notice was delivered by such ex-official to his successor in effice within five days from the order of disallowance.

allowance.

1485. Edghill against Mankey. Appeal from Franklin. Reversed and remanded. Calkins, C. Division No. 2.

1. The death of a life tenant terminates the right of possession of his lessee.

2. Where the lessee of a life tenant plants crops before the death of the life tenant and consequent termination of his lease, he is entitled to re-enter to cultivate, have the interval of the reversioner, and remove such crops: but this right of entry is not inconsistent with the right of possession of the reversioner,

2. Where minor children over the age of 14 years apply for and with the consent of their parents procure the appointment of a guardian of their persons and property the proceeding is not open to collateral attack on the ground that the parents are the natural guardians of their children.

14.880. State ex rel Mann against Clark. Appeal from Loup. Affirmed. Duffle. C. Division No. I.

1. A county warrant issued against the general fund of a certain year is not payable out of the general fund of a subsequent year unless included in the estimate of the latter year, or unless, after deducting the items included in such estimate, sufficient remains to pay such warrant, 2. The amount received by the county treasurer as interest from depository banks should be credited to the general fund of the county immediately on its receipt and can be disbursed only as other money belonging to that fund.

1683 Borland sgainst Heges. Appeal from

No. 2.

A transcript of the proceedings before a license board upon an application for a license for the sale of liquors, which does not contain a certified copy of the final order of such board, presents no question for review on appeal.

80n. 70 Neb., 531, followed and approved.

4. Rulings of the trial court on the admission and exclusion of testimony examined and held: Not to be prejudicially erroneous.

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6. It is not error to refuse instructions requested, where the substance of the instructions requested has been embodied in the court's charge to the jury.

6. Instructions given examined and held: To have been properly given.

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6. Instructions given examined and held: To have been properly given.

6. Instructions frequested has been embodied in the case properly pleaded and supported by competent testimony are erroneous.

6. Instructions no, 5 and No. 8 examined and held, to withdraw from the case properly pleaded and supported by competent testimony are erroneous.

6. Instructions frequested has been embodied in the case properly pleaded and supported by competent testimony are erroneous.

6. Instructions no, 5 and No. 8 examined and held, to withdraw a material issue from the consideration of the jury are in the case properly pleaded and supported by competent testimony are erroneous.

7. Under the civil damage section of our liquor law (Section Tis. Cobbey's Annotated Statutes) under ordinary directions that withdraw from the consideration of the jury any material issue from the case properly pleaded and supported by competent testimony are erroneous.

8. Under the civil damage section of the jury and no and held, to withdraw a material issue from the consideration of the jury and no and held,

1482. Minton against Palmer. App. an erroneous judgment a justice peace, which fails to show that the tiff has exhausted his legal remedy peal or error, does not state a cause

introduction of any testimony, on the ground that the petition does not state facts sufficient to constitute a cause of action, the plaintiff is not entitled as a matter of right to time in which to amend his pe

an improvement district in the city Omaha have signed a petition for re-ing, it is necessary to consider the the repayement of a street upon which such lots abutted, under the Omaha chartet (Section 7562, Cobbey's Annotated Statutes, 1963), as it existed prior to 1862, providing that such petition shall be signed by the owners of the abutting property.

1698, Young against Chi Pai Cattle Company, Appeal from Cherry, Reversed, Duffle, C., Division No. 1,

pany. Appeal from Cherry. Reverses. Duffle, C., Division No. I.

A person or corporation cannot be held for goods sold and delivered to an employe in the absence of a showing that he was authorized to make the purchase and to bind the employer therefor.

14888. State, ex relator Chark against Vinnedge. Appeal from Loup. Affirmed as modified. Duffle, C., Division No. I.

1. While a county treasurer should be required to account for the full amount of interest due on taxes collected by him, the county commissioners should call to his attention his failure to do so if their refusal to settle with him is based on the ground, or pay the cost of legal proceedings brought to compel an approval of his bond if such objection is not disclosed before action brought to require acceptance an approval of his official bond for a second term of the office to which he has been elected.

2. The bond of a county treasurer who

the board relating to the disposition of funds in his hands which contemplates as illegal dishursement thereof.

1688. Edwards against State. Error from Buffalo. Affirmed. Letton, J.

1. The words "At any stage of uterogestation" as used in section 6 of the sriminal code, defined and held to mean "at any stage of pregnancy."

2. In a prosscution for hom.cde in procuring an abortion under section 6 of the criminal code, dying declarations of the

ctated in the affidavil. Held, whose the counstances of the case that there was a abuse of disserction on the part of the country overruing the motion for continuant Carton against State. In Neb., 25.

Levidence examined on the question verue and held, to be sufficient to susta the verdict of the jury that the crime we committed in Keya Paha county.

Isial Fowler against State. Error for Keya Paha. Affirmed. Letton, J. 1. The defendant made an application a continuance, setting forth fully what believed the absent witness would swear if present. The state offered to admit the winness, if present, would testify stated in the affidavii. Held, under the

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