various portions of the city were set furth. The main or pipe system was described in minute details; the names of the streets in which the pipes were to be laid, the distances to be traversed, the size of the pipes in each street and the precise location of the first 247 fire rydrants were shown. The report also contained tables showing the discharge capacity of water mains or pipes of specified diameters and lengths, and also the discussed.

Plans and Specifications.

The distribution system was designed for grew. It was said that the experience mand for current supply. Mydrant service as a sole reliance for fire protection depended upon one or both of two things, namely, the grawity pressure resulting from the elevation of the reservoirs, and direct pressure from the pumps of the waterworks.

Maximum Gravity Pressure. "The maximum gravity pressure was therefore not the subject of increase by the constant withdrawal of water by was always more or less objectionable. The contract and ordinances required that points. When the works were completed in 1883 they were subjected to these tests and were accepted by the city as complying with all requirements. In the fall of 1905, after these actions were begun,

contract standard. Last Tests Ex Parts.

ure was deficient and did not reach th

"On the other hand, the company claims that it was not contemplated that the pressure specified in the contract should maintained longer than a year after the completion of the works, also that the last tests of the city were ex parte, without participation on the part of the company, and that it was not requested to and did not re-enforce the gravity pressure by direct pressure from the pumps. However this may be we think that the trial court was right in holding the evidence showed that the maintenance of the pressure sought by the city would be injurious to the service pipes and the plumbing in the buildings of the city, and that as private consumers were furnished through the same mains that afforded the fire protection it could not have been contemplated that a pressure should be maintained for six months of 1906. During the former

capacity of the pumps were specified. The one which would be destructive of the storage and settling reservoirs were lo- other; and this notwithstanding there was cated, their number and capacity given language in the contract and ordinance and the elevations of the former above low tending to the contrary. This seems to water mark of the river and above the bave been the construction voluntarily put by the city upon the contract and ordinance as early as 1885, when it purchased a fire engine and commenced the establishment of a fire department. Other engines were purchased from time to time thereafter and by such means the pressure that was lacking at the hydrant heads was supplied by the engines on occasions of fire. Claim of Failure of Duty.

"It was also claimed that the company distances fire streams could be thrown failed to perform its obligation to furnish with stated pressures at the hydrant pure, wholesome, clear water, and thereheads, through home of different lengths fore there could be no recovery upon the and nonzies of different diameters. The contract. No special damages were alleged character of Missouri river water, its ex- to have been sustained by the city on this collence for drinking and domestic pur- account, but performance by the company poses and the case of clarifying it were was asserted as a condition precedent to its recovery upon the contract. It is conceded that the water was taken from the "In short, the report which concluded source prescribed, namely, the Missouri with an itemized statement of the esti- river, and it was shown that settling bamated cost furnished almost complete plans sins, also prescribed, were used by the comand specifications for the entire works. pany and were the means employed to purify and clarify the water ever since the both fire protection and private consump- works were installed. It may be admitted tien. In other words, there was not to be that it was a continuing duty of the coma separate system of mains and pipes for pany to make the water as clear and po each. The difficulties in depending wholly table as was reasonably practicable, and upon direct hydraulic pressure for fire to that end to adopt such new and approtection were pointed out. It was said proved methods as came into use from time that in a large, densely populated city it to time, yet it appeared that but twice in could scarcely be considered a safe re-liance; that the friction caused by the authorities make complaint of the character transmission of the water through an ex- of the water that was being furnished. In tensive pipe distribution and the depletion 1896 the city brought suit to forfeit the by faily commumption would necessitate franchise upon the precise grounds set up an immerse initial pressure as the city in the first and second defenses now under review, namely, insufficiency of pressure in many cities was that reliability upon and impurity of water. In the following direct hydraulic service was diminishing year the suit was determined against the proportionately to the increase of the de- city on the merits. For nearly eight years thereafter no further complaint was made. More Tactiful Move.

"In June, 1905, near the end of the rental

period covered by the second action now under review, the Water board served upon the company a notice to increase the pressure and to furnish clear water. This notice was evidently a mere tactical move in the midst of controverysy and litigation. fixed by the elevation of the reservoirs and It required compliance within ten days though manifestly if the mesns employed though its efficiency depended greatly upon for many years without objection to make the judicious arrangement of the pipe sys- the water clear had been insufficient the tem an dthe location of the hydrants. As adoption of new processes would have payment was equivalent to a prohibition the city grew this pressure was subject taken much more time than that allowed; against incurring the r w indebtedness. We to great impairment by the increase of Moreover, the notice was given while friction in the increase of the pipes and proceedings, commenced by the city, were on foot for the acquisition of the works consumers. On the other hand it was under a right of purchase. The notice stated that direct pressure from the pumps does not lessen the substantial accuracy of the statement that during the period cov- 24, 1908, electing to purchase the water ered by the actions and for years prior the works should be of a capacity and the city accepted the service without power to throw streams of water to specino heights from hydrauts at designated sure or of the character of the water itthe city authorities made tests of the pressure at the hydrants and it is conform its duty, nevertheless under the facts, them. like default was made January 1, shown it may maintain an action upon the ments were confessed and after mandamus tended that they disclosed that the prescontract to recover the accrued hydrant rentals and the city is remitted to an affirmative ascertion and proof of damages sustained. It is well settled that substantial performance of a contract by one party coupled with retention of the benefits thereof by the other will authorize an action by the former to recover the contract compensation; that in such case recovery may be had upon an averment of full performance though the proof falls short of showing it; and that the remedy of the latter is by counter claim for his damages or by an independent action before he is sued. (City of St. Charles vs. Stookey,

C. C. A., 154 Fed. 772) Number of Hydrants. "The remaining question arises from the failure of the company to install the additional hydrants ordered by the city. The hydrant rentals sued for were for the last six months of 1904 and the first

place 117 new hydrants, to do which indrants and the requisite mains; on January 1. 1906, the remaining sixty-eight hydrants had not been placed. The city asserted the fallure of the company as a complete defense to the actions for rentals of hydrants previously placed and in servce. The company replied, denying that t had defaulted in its duty and sasserting that the city first broke the contract by failing to make payments due and owing it; also that the orders for more hydrants were beyond the lawful authority of the city and entailed indebtedness, it had no fallure to perform a duty imposed by the contract, was without sufficient excuse, that its actions upon the contract could not be maintained, and that since it did pensed with, merult verdicts should go for the city.

Pacts Bearing on This. "The facts pertaining to this feature of the case are as follows: The original contract of 1880 between the city and a predecessor of the company provided for the in stallation of 250 hydrants at designated places, and that others on new mains might thereafter be required by the city, and when so required should be placed and maintained by the company at an annual rental of \$6 per hydrant. As the city grew the number of hydrants put in service greatly ncraesed until on July 1, 1904, there were about 1,500 of them, requiring payment to the company of about \$90,000 a year, payable on the first days of January and July From the time the contract of 1880 was made to 1903 there was power in the city. xpressly conferred by legislative set, to evy and collect taxes for the payment of the hydrant rentals. One of the ordinances incorporated in the contract provided that after twenty years the city should have the right to purchase the water works at an appraisal by three engineers. The legislature of Nebraska passed an act, which was approved February 2, 1973, authorizing the city to acquire the works, creating a Water board for the management thereof and repealing every provision of law for the levy and collection of taxes for hydrant rentals. Of course this act could not impair the obligation of the city in respect of hydrants theretofore installed. But it is in effect contended by the company that since the city was not required by the contract of 1880 or order the location of additional hydrants, since it might do so or not as it pleased, it was in respect of the exercise of its discretion subject to the dominant control of the legislature; that the company had no vested contract right to have new hydrants ordered and if the city could say it would not order them the legislature could may it should not; finally, that the withdrawal from the city of the means of

have not, however, found it necessary to determine this question. Ordinance to Buy Works. "Pursuant to the act of 1903 the mayor and council adopted an ordinance February works. An appraiser was appointed for the city, the company appointed one and ress of this litigation and the causes that self. There was a substantial performance led to it the appraisers were engaged in by the company of its contract obligation the performance of their duties, an apto furnish clear and wholesome water praisement not having been finally agreed coupled with retention of the benefits, and upon. When the hydrants rentals became stlent acquiescence on the part of the city. due July 1, 1968, the city defaulted in pay-Even if it were true, as contended, that ment and the company had to see for the company did not in full measure perproceedings to compel the city to levy taxes to pay them they were paid in February, 1904. The rentals due July 1, 1904, were paid a few days later. The mayor of the city in an official communication to the city council said that the moneys with which the payment was made were raised under the mandatory order of a court. This left a small balance in the water fund. The city levied no tax to pay future hydrant rentals, though necessarily provision for funds should have been made in advance. Not only this, but in November, 1904, while the city council was ordering many new hydrants the balance in the water fund then amounting to about \$10,000, was by order of that body transferred to the general fund. As ordinances ordering the company to install new hydrants were passed the mayor vetoed them, calling attention in one instance to the fact that there was no money in the water fund, no money in sight and no provision for the levy of taxes, also that it would cost the

> passed over the mayor's veto. Pass the Question.

company over \$27,000 to install the fifty-

five hydrants required by the ordinances

then in question. The ordinances were

"We pass the question whether the company could lawfully be required to make One Death in Apartment House Blaze. extensive additions and improvements after the election of the city to purchase and were under way, or whether the duty of the company in such case was merely to preserve the integrity of the works and efficiently operate them as they stood when the election was made. There was substantial evidence that the city did not intend voluntarily to pay the rentals either of the old hydrands or of the new ones it ordered. It had recently defaulted in payments and had compelled the company engage in litigation. It diverted the balance in the fund specially collected for the purpose and it made no definite provision, as the law required, for the indebtedness that was accruing from month to month. When the rentals for the last half of 1904 fell due the city did not pay them and the tention that the city was justified in refusing to pay because the remaining hudrants had not been placed, can be sustuined.

No Time Prescribed. "The contract prescribed no time within titled to a reasonable time for performance of its duty in that particular. Whether the company committed a breach of its contract by failing to install all of the hydrants involves a consideration of the number ordered, and what would be a reasonable time in view of the season of the year. There were 117 ordered between July 12 and December 20, 1804 Of these the company installed forty-nine, and to do so laid about four miles of new mains before January 1, 1965. We find no evidence that this was not a reasonable performance by the company of its duty. It cannot be assumed that the company broke its contract merely because on January 1, 1905, sixty-eight of the hydrants ordered during the preceding six months had not yet been placed. No contract or ordinance imposed upon the company the duty to place all hydrants ordered within any fixed and limited time. 'he company not appearing to have been n default on January 1, 1995, the city hould have paid the rentals due on that lay, but it did not do so and the first of he actions now under review was brought The failures of the city to pay were not inimportant in their relation to the conract as an entirety, nor can they be asribed to mere chance or evereight. Thece was manifested a purpose to withhold performance of stipulations that were ma-

period the city ordered the company to terial to the interests of the company. "A municipal corporation, in respect of volved the laying of a large amount of new its purely business relations as diswater mains. The company obeyed the tinguished from those that are governorders to the extent of forty-nine hy- mental, is held to the same standard of just dealing that the law exacts of private individuals. One party to a continuing contract of mutual and dependent covenants cannot require the other to perform executory stipulations while he persists in defaults and compels the other pensation due for those he has already executed. (Construction Co. against Seymour, 91 U. B. 646; Cort against Ambergate, etc., Ry. 17 Q. B. 127).

"When the company declined to install the remaining hydrants after the series of defaults in payment by the city it did legal power to contract. The trial court not thereby wholly discard the contract held that the failure of the company to and deprive itself of its right of action install all the hydrants ordered, being a upon the contract for the rentals previously earned. When there is part perormance an action upon the contract will He if absolute performance hasbeen dis-(District of Columbia not seek a recovery upon the quantum against Camden Iron Work, 181 U. S.

(Continued from First Page.)

termination of the cattle tick is entirely practicable.

Quarantine for sheep scables has been lifted from Wyoming and Idaho. Another year ought to see this disease eradicated from Utah, Colorado, New Mexico, and

The removal of fences from the public The removal of feares from the public domain has necessitated more stringent regulations for the centrol of eattle mange. There were 465,633 dippings for this disease. Dourine of horses was stamped out more than a year ago, but inspection has continued during the year in several western states, as an additional precaution.

Of imported animals 1.448 were quarantimed out of 147,897 inspected; 17 cattle from India, were found to harbor the germ of surfac, a very destructive contagious dis-

india were found to harbor the germ of surra, a very destructive contagious discase of the orient.

The year's work has demonstrated that 46 per cent of the tuberculoris cows that show no outward signs are nevertheless scattering the germs of tuberculosis. Of 558 cattle tested with tuberculin, it per cent were found to be tuberculing. The sediment taken from separators in public creameries has been found to contain tubercle hacilli in about one-fourth of the cases examined.

bercle hackli in about one-fourth of the cases examined.

Blood serum from hogs which have been proved to be immune to hog cholara has been used in vaccinating other hogs, which are thus protected from cholera for about three weeks, as shown by experiments. If blood from diseased hogs, however, is injected with the sorum, the protection is extended to about three and a half months. National Forests.

The area of forest land reserved by the government was increased during 18/7 by 45,000,000 acres, making the total area of government was increased during 1807 by 65.00,000 acres, making the total area of the national forests more than 160,000,000 acres. In fact, nearly all the timber land of the inappropriated public domain has now been brought under the administration of the Department of Agriculture. This means that these forests are now being guarded against first theft and wasteful exploitation; and that their power to grow wood and store water will be safeguarded for all time. At the same time their present supply of useful material is open to immediate use wherever needed. Timber is given away in small quantities through free-use permits to actual home makers, and in larger quantities to communities for public purposes. Beyond this it is sold to the highest bidder, but under restrictions which will maintain a lasting supply.

While the primary object of setting aside and protecting these great forests is not to derive government income, but to preserve and protecting these great forests is not to derive government income, but to preserve these great sources of prosperity for the use of this and future generations, it is certainly a source of satisfaction that the income from the national forests was greater during the last fiscal year than the entire cost of administration. This income amounted to \$1,500,000—twice as much as the ome for 1966 and more than twenty times at for 1966.

The national forests are not only yielding fuel and lumber, but they are grazed under government regulations and supervision by vast herds of cattle and horses, and flocks of sheep and goats; and under proper management their grazing capacity is rapidly increasing.

increasing.

That the setting aside of these national forests is not in the nature of a doubtful experiment is shown by the experience of European nations and proven by the vast expenditures these nations make for the preservation of their forests. Forest lands can be made to grow successive crops of trees just as surely as fields can be made to grow successive crops of wheat, and at the same time they conserve the water

many semi-arid areas in the Northwest have been surveyed with a view to out-lining the soil types on which it is safe to attempt to grow crops with limited rain-1 Demonstration experiments on all ids of alkali lands have shown that the farmer need no longer dread alkali, as such lands can be easily reclaimed and made productive. In fact, the alkali-land problem has been satisfactorily solved. The fertilizer requirements of extensive types of solt are being determined and it is hoped to effect a saving in the fertilizer bills of the farmers.

the farmers.

Irrigation is yet confined almost entirely to the arid and semi-arid regions of the west and the rice lands of the gulf coast, but in time it will doubtless be practiced largely in the more humid regions of the country, as it is in similar regions of the old world. The irrigated area now under cultivation in this country is 11,00,000 acres, and the crops grown on this area in 1907 were worth not less than \$175,000,000. Next year, if present prices are maintained, the products of irrigation farming should be worth \$250,000,000.

### FIRE RECORD

GLOUCESTER, Mass., Nov. 29 .- A fire in the Harvard house here today, resulted in while proceedings for its consummation one death, several injured, and damage estimated at \$15,000. A man believed to be George Chambers of this city was killed by jumping from a window on the second floor of the burning apartment house which was a three and one-half story structure The injured persons included several firemen who besides leg fractures, were over come by smoke and a Mrs. Johnson who was so badly affected by the smoke that at first her condition was regarded as very serious. The Harvard house was owned by the L. B. Smith company.

Heavy Loss at Gramite, Colo. LEADVILLE, Colo., Nov. 29 .- A fire which started from the overturning of a lanip in a barber shop late last night decompany brought one of these actions for stroyed three-fourths of the town of their recovery. We do not think the con- Granite, a small mining station twenty miles east of Leadville. The total loss is cetimated at \$25,000.

Duughters of Isabella.

M'COOK, Neh., Nov. 29.-(Special.)-The first court of the National Order of the land in 1803. He rose from private to espwhich new hydrants should be installed Daughters of Isabella, an auxiliary of the on new mains after being ordered by the Catholic Knights of Columbus, to be orcity, and the company was therefore en- ganized in the state of Nebraska, was in-

## Your Hot Pipes

WHEN the heater man put hat pipes through the house in place of stoves he thought it was something new. But nature put hot pipes all through our bodies to keep us warm long, long ago.

# Scott's Emulsion

sends heat and rich nourishment through the blood all over the body. It does its work through the blood. It gives vigor to the tissues and is a powerful flesh-producer.

All Druggists; 50c. and \$1.00.

THE REAL PROPERTY AND ASSESSED ASSESSED ASSESSED ASSESSED AS A SECURITIES AND ASSESSED AS A SECURITIES AS A SE Store Open Saturday Night Till 10 O'clock

FORMERLY

# OUR AFTER THANKSGIVING SALE OPENS SATURDAY

Thousands of Dollars worth of beautiful garments upon which this great Cloak and Suit house has built up such a well earned reputation will be offered Saturday at greatly reduced prices. THIS EXTRAORDINARY SALE of HIGH GRADE STYLISH CLOAKS TAILORED SUITS AND FURS will attract all of Omaha's most critical dressers.

#### BEAUTIFUL TAILORED SUITS AT A SACRIFICE

\$45.00, \$50.00 and \$55.00 TAILORED SUITS-Over 200 to select from, all are out of the

ordinary styles: reduced to-

\$35.00, \$37.50 and \$40.00 TAILORED SUITS - All correct styles, all colors, and all sizes to choose from; reduced to-

\$35.00 and \$37.50 \$25.00 and \$29.75 \$25.00, \$27.50 TAILORED SUITS-All are styl-

FAILORED SUITS—All are stylish New Suits, made of all AND \$30.00 wool materials, reduced to . . . . .

#### AFTER THANKSGIVING SALE OF COATS Over 500 Beautiful Coats made in either tight fitting, semi-

fitting or loose styles, of finest broadcloths and lined throughout with satin, regular \$35.00 values, Over 300 Coats made of all wool broadcloth or kersey, in black and all colers; also fine covert and fancy materials; all styles and sixes to choose from; regular \$25.00 and \$27.50 values-

Over 400 Coats made of good broadcloths and kersey, in black or colors, also of fancy materials. All are new stylish garments and regular \$17.50 and \$20.00 values,

### AFTER THANKSGIVING SALE OF FURS

\$55.00 Brook Mink Conts, made of selected skins, in smart hip \$45.00 We have hundreds of other Fur Garments. All are offered at Special Prices Fine Squirrel Sets, \$35.00 special \$15.00 Handsome Squirrel Sets, worth \$25.00 apacial at accommons reconstruction Handsome Brook Mink Sets, worth \$12.50 \$19.50, special at ..... Isabella er Sable Fex Scarfs, worth \$13.50 \$20.00, special at ...... Isabella Fox Scarfs, worth \$15.00. \$10.00 \$10.00 \$15.00 Squirrel Neck Pieces-\$9.50 Squirrel Neck Pieces-\$5.75

## Up to \$6.50 Waists at \$2.98

All pretty new designs, made of good taffeta laces, in white or ecru, nun's veiling and wool waists, all colors and sizes. regular \$5, \$5,75 and \$6.50 values. at ..

Up to \$8.50 Skirts at \$4.95

New Skirts made of all wool panama or fancy materials, in all the newest designs. 

\$4.75 \$7.50 Brook Mink Neck Pieces-\$5.00 Neck Pieces of Brook Mink or Squirrel, at.....

The sale and the and the sale that and the sale the sale the sale that as a leader the sale the sale the sale the

stituted in this city this week, with a charter membership of thirty-eight. A banquet and a dance were accessories to the great occasion.

#### MEXICAN DETECTIVE POISONED Attempt to Kill Secret Service Agent

at Work on Revolutionists Case. LOS ANGELES, Nov. 29 .- Said to be t

daily fear of being killed since his arrival here Monday, Trinidad Vasquez, a secret service officer, in the employ of the Mexican government, the chief witness for the government in the cases of Macon Villaral and Rivera alleged revolutionists, was polsoned today. It is believed he will recover.

Vasquez was chatting with Thomas Furlong, a detective who traffed the alleged revolutionsists across the country when h suddenly threw up his bands and fell in front of the central police station. It was thought that he was having an attack of epilepsy, but the police surgeon when he was carried into the receiving hospital found symptoms of strychnine poisoning. It is supposed if he was wilfully poisoned i was given him in his food this noon. Detective Furlong has been accustomed to

keep the secret service officers continually in his sight as he feared an attempt on his life. Word flew to the federal court when it was known that Vasquez was suffering with poison. Oscar L. Lawler, United States district atterney accompanied by representatives of the United States marshal's office, rushed to the hospital,

PILES CURED IN 6 TO 14 DAYS. PAZO Cintment is guaranteed to cure any case of Itching.Blind. Bleeding or Frotruding Piles in 6 to 14 days or money refunded. 504

## DEATH RECORD.

General Leon Jastremski. BATON ROUGE, La., Nov. 29 .- General Leon Jastremski, confederate veteran, journalist, candidate for the democratic nomination for governor, and a former grand chanceller of the Knights of Pythias of the United States, who died here today of paralysis, was one of the most prominent makers of the gulf states' history. He was 64 years old and a native of France. When once before a candidate for governor, he was defeated on a platform embedying the reforms on which all the candidates for governor are making their fight in the present campaign. Mr. Jastremski was appointed United States consul to Callao, Peru, by President Clevetain in the Louisiana troops in the con-

James B. Bradwell. CHICAGO, Nov. 39 .- Former Judge James B. Bradwell, one of Chicago's most distinguished ploneers, died today at the realdence of his Gaughter, Mrs. F. A. Helmer, in this city. Judge Bradwell was 79 years Edgar

federate army.

Until two weeks ago he had continued to take an active interest in the management of the Chicago Legal News, of which he was publisher. He was a law partner of John L. Beveridge when Beveridge was elected governor of Illinois. Judge Bradwell served as president of the Union League club, president of the Blinois Bar association, president of the Chicago Bar association and president of the Chicago Press club and president of the convention held in Cleveland, O., which resulted in the American Weman Suffrage society.

Rienrdo Castro. MEXICO CITY, Nov. 3 -Ricardo Castro. Mexico's foremost musician, died here yesterday of pneumonia. Signor Castro was not yet 30 years old but had achieved international fame as a planist and composer. At the time of his death he was the director general of the national conservatory of music.

Child Burned to Death. LEAD, S. D., Nov. 19.—Special Telegram.) -In a fire this morning which destroyed the residence of M. R. Matson, on Mill

street, Eightd, the 9-year-old daughter of Mr. Matson, was burned to death. Five other members of the family had a narrow escape from meeting the same fate. The fire caught from a candle which had been left burning in one of the sleeping rooms.

### HYMENEAL

Kempkes-Vinje.

MARSHALLTOWN, In., Nov. 29 .- (Special.)-ira R. Kempkes, general secretary and treasurer of the Order of Rallway Telegraphers, of the Northwestern system. was married at high noon yesterday to Miss Lulu Josephine Vinje at the home of the bride's parents, Mr. and Mrs. David Vinje, at Nevada. Because of the afficahe holds Mr. Kempkes is very well known all over the Nerthwestern system.

Senn-Knoll.

KEARNEY, Neb., Nov. 29.-(Special Telegram.)-Elizabeth Knoll of Kearney and Henry A. Senn of Omaha will be married to morrow morning at 10 o'clock at the St. James Catholic church in this city. The couple will go to Omaha, where they will be at home at 1145 Park avenue

IF YOU KNEW

the merit of Texas Wonder you would never suffer from kidney, bladder or rheumatic trouble. \$1 bottle, two morths' treatment. Sold by Sherman & McConnell Drug Co. and Owl Drug Co., Omaha, Neb. Send for testimonials.

County Clerkship Contested. M'COOK, Neb., Nov. 29.-(Special)-The legal papers have just been filed in a case which promises to be one of the liveliest heard in Red Willow county for many moons. The case is an aftermath of the recent election, and involves the county clerkship of Red Willow county. Charles Skalls, republican, was elected upon the canvass of the returns by a majority of three votes, and W. M. Hiller, his democratic opponent, contests the election or numerous grounds.

Over \$100.000 worth of ladies, children and misses' garments of high class furs, 2d floor, Manufacturers' Wholesale Outlet.

Edgar Wins Three Games.

EDGAR. Neb. Nov. 22—(Special)—A game of foot ball between the Edgar and Shickley foot ball teams was played here yesterday afternoon. The game was called at 4:30 and was a hot, wordy affair from start to finish and much of roughness was mixed in. But the officers and unpire were firm and suppressed all unnecessary violence. The game closed at 5:30 with a store of 8 to 0 in favor of Edgar.

Two names of barber ball were played here yesterday afternoon. The first was called at 1:30 between the girls of the Edgar High school and the girls of the Cluy Center High school. The game was well played on both sides, but was won by the Edgar High school by a score of 1 to 7. Another game of banket bell between the boys of the Edgar and Shickley High schools was closely contested and very close. The score was 15 to 14 in favor of Edgar. Edgar Wins Three Games.



fashionable shirt produced ready for wear. \$1.50 and more. MAKERS OF ASSOC OCLLARS

Whereas, it has been falsely, wrongfully, and injuriously published that Christian-Bros. at 51st and Dodge streets, were quarantined because of typhoid fever, we desire hereby to give Public Notice that such report is faine. We never were quarantined and had no reason to be. On Monday, Nov. 25, Dr. Cennell gave us "orders" not to sell our milk. On the following merning. Nov. 36, he countermanded said order, and told us to proceed to sell milk as before, from our cows.

CHRISTIANSON BROS. By John Christianson

Always Read THE OMAHA BEE Best ... West

AMUSEMENTS.

### BOYD'S THEATER

Tonight, Baturday Matinee and Wight LITTLE JOHNNY JONES

Next Tuesday and Wednesday MATINES WEDNESDAY MR. WILLIAM FAVERSHAM in the American Comedy THE SQUAW MAN By EDWIN MILTON BOYLE.

SEAT SALE TODAY. Thursday, Friday and Saturday, secember 5-9-7. Matines Saturday SHAT SALE TOMORROW.

MAN OF THE HOUR PRICES-Fight, \$1.50, \$1.00, 75c and 50c. Matanes, \$1, 75c, 50c and | Sc.

VAUDEVILLE ADVANCED MATINEE TODAY 2:15 Adults 25c Children 10e NOTE-Curtain 8:18 Sharp TONIGHT -- Prices, 10c, 25c, 50c

AUDITORIUM ROLLER SKATING

Afternoon and Evening Last Appearance of Miss

Jossie Darling The Expert Skater, Saturday Eight. ADMISSION, 19e BKATES, 200

THEATER KRUG The Unequalied Musical Comedy GAY NEW YORK

A Furiously Funny and Magnificently Monuted Spectacle. Sun.: Parted On Mer Wedding Tour. BURWOOD NAUDEVILLE

TODAY AT | Porter J. White & Co.; La Velle & Grant; The Three Lloyds; Smith & Waltons; Daley Gordon; Sredley & Davis; The Gagnoux; Earl G. Mickel Pictures.

MINE GREAT ACTS

Milisperlian Bargaran

Warmer weight Of underwear Saves us from The doctor's care. Underwear is the foundation on which you build health and com-

If you realize the vital importance of the right kind you will appreciate the excellence of our stock. Two Underwear departments. Easy fitting, comfortable Underwear, from the best manufacturers in the country

Boys' and Giris' Underwear Boys' Union Suits, combed Emptian cotton, natural gray, jersey extra quality, per suft .... \$1.50 Boys' Union Suits, fine plaited wool and cotton, 60 pen cent 

Girls' Vests and Pantalets, white natural gray, jersey-rib, fleeced cotton, per garment. . 25c Girls' Vests and Pantalets in twothread fine worsted, Swiss rib, Girls' Union Suits, fleeced Egyptian cotton, suit .........50c

Girls' Black Pantalets

Boys' Shirts and Drawers, fine, Jersey ribbed, fleeced cetton, acnatural gray, jersey-rib gar-ments, at, each Jersey ribbed, Australian wool, ac-Boys' Shirts and Pants, gray, ribbed cotton, garment.... 25c cording to size .... 70e to \$1.00

WRITE FOR ILLUSTRATED CATALOGUE. BENSON & THORNE CO.