rictly up-to-date bungalow containing reception hall, parlot, two bedchambers, bathroom, pantry, kitchen and two eles-ets, birch woodwork; all rooms attracets, birch woodwork; all rooms altractively papered, cellar fully comented, ho water heat, piped for gas and wired for electric light, East front lot 42x125, located just north of Fleid club, 1039 S. 35th Ave. Price \$8,000; 21,000 cash; balance \$35 per month. C. G. CARLBERG, 311 N. Y. LIFE.

IF YOU want to buy sell or exchange real estate in Lyman Co., S. D., write to the Draper Land Co., Draper, S. D. Maps and all particulars on application. (19)—M499 20x

REED ABSTRACT CO., Est. 1856. Prompt service. Get our prices. 1719 Farnam St. (197-531

21 rooms; extensive grounds; walking tistance; suitable for residence, hospital or club house. C. H. Brown, 407 Brown Bldg. (19)—M368 LIST your property with Chris Boyer, 214 and Cuming Sts. (19)-613

REAL ESTATE

TRAMPING LAKE, Saskatchewan RRAMPING LAKE, Saskatchewan and Southern Alberta selected lands, is to \$11 per acre. Settlers, secure farms on crop payment plan. Agents wanted. Write Gundy & Gundy, Dept. B, Union Bank Bidg., Winnipeg. (20)—M288

GOOD FARMING LAND-Near Denver, Greeley district; wells 25 to 40 feet; abun-dance of moisture; general farming, in-cluding corn raising; one crop pays for NATIONAL INVESTMENT CO., W. Brandels Bldg. Omaha, 1 Omaha, Neb (20)—996

WANTED - We have several thousand acres of good Colorado lands for sale; we want good, live agents to represent us. Globe Land and Investment Co., Omaha, Neb. (20)-295

FOR SALE

20 acres, well improved, about eight miles from the Omaha postoffice, only two miles from the car line; best kind of alfalfa land; good for fruit, chickens and garden truck; no overflow, no mud, good neighborhood; \$500 cash down, balance on long time; part

GEORGE G. CLARK,

is Pearl St., Council Bluffs, Ia. (20)-M445 28

ONE SQUARE SECTION, good land, good timber; two miles live railroad town; 85 per acre; other lards. L. A. Hudson, Hutton Valley, Howell county, Missouri.
(20)—M 86 10x

Nebraska.

A SNAP.

THE financial flurry last fall enabled us to buy a 1,000-acre alfalfa, grain and stock ranch at a bargain; for quick sale we offer this ranch at a small advance. C. W. Bowman, Willis Cadwell, Broken Bow, Neb.

(20)—Mo49 Ali

tio WILL give you a start in the world.

Chance of a lifetime. We sell a farm and two lots in the flowing well district of Dimmit county, Texas, for \$25, payable \$10 monthly, -so for \$25, payable \$18 monthly, -no insterest, no daxes for two years. Farmers are making from \$200 to \$200 per acre. Choice land, sweet water, a California climate. Write for handsome illustrated book free. DENTON COLONY COMbook free. DENTUN Dent free. DENTUN Dent free. DENTUN Dent free. DENTUN (2)—M422 Aug14x

BUY A HAME in the Brazos Valley,
Texas, the land of plenty; big money in
raising oranges and figs; you can be independent if you own five acres of Brazos valley land; \$230 buys five acres;
terms, \$30 down, balance \$10 per menth;
wage-carners this is your opportunity;
join our Omaha colony,
R. H. LANDERYOU,
442 Board of Trade Bidg.
(20)—M561 18

IRRIGATED FARM LANDS in Colorado and Idaho. Write us for particulars. Globe Land & Investment Co., Omaha, Neb. (20)—M488 21

REAL ESTATE LOANS LOANS on improved Omaha property. O'Keefe R. E. Co., 1001 N. Y. Life Bidg. (22)-267

PRIVATE MONEY-CASH ON HAND-NO DELAY, J. H. MITHEN, 32-3 IST NAT. BANK BLDG, TEL. DOUG. 1878. (22)-298

FIVE PER CENT
Money to loan on
Omaha business property.
THOMAS BRENNAN,
Room 1. New York Life Bldg.
(22)—971

100 to \$10,000 made promptly. F. D. Wead, Wead Bldg., 18th and Farnam. (22)—303 PRIVATE MONEY to loan, \$400 to \$5,000; cash on hand; no delay. J. H. Sherwood, 616 Brandels Bldg. (22)-306

WANTED-City loans and warrants. W. Farnam Smith & Co., 1320 Farnam St. (22)-302

PRIVATE MONEY-NO DELAY. GARVIN BROS., 1604 PARNAM. WANTED-City loans. Peters Trust Co. LOWEST RATES—Bemis, Paxton Blk. (22)-305

MONEY TO LOAN-Payne Investment Co MONEY TO BUILD or small loans at reasonable rates, al paymenta accepted on loans, on hand. Loans closed promptly. W. H. THOMAS,

508 First National Bank Bldg: (22)-980 17

WANTED-TO BUY

PIGHEST prices for 2d-hand furniture, car-pets, clothes and shoes. Tel. Douglas 3971. (25)—307

WANTED-2d-hand National cash register. Address C 707, care Bee. (25)-451 18x WANTED to buy a good second-hand tent, either 7x7 or 9x9, suitable for caraping. Address L 115, care Bec. (25)-529 19x

WANTED-TO RENT

BY young married couple, small modern cottage, not too far out, \$25.00 limit. Address J 713, care Bee. (26)—M500 19x

WANTED-SITUATIONS

A MIDDLE-AGED attorney out of prac-MIDDLE-AGED attorney out of practice as present, with extensive business acquaintance in Nebruska and South Dakota, desires an engagement with reputable firm or corporation or to act as confidential advisor and execut of private capitalist. Experience in handling large mercantile claims and real estate deals and title complications. Reference Address M TM, care Daily Beauty.

WANTED-SITUATIONS

BUNDER #awhing. Phone Web 3425 (27)-622 20 Wanted-A position as advertiser. Am ah office man and good bookkeeper as well; can get you business; two years with my present employer. Address Y 23, care Bec. (27)-M542 19x WANTED-Position by a good Japanese for housework or taking care of garden. Address P. O. Box 228, Council Bluffs, in. (27)-M657 20x

REAL ESTATE TRANSFERS

ley's subdiv.
Leuis N. Gender to John A. Schenk,
lot 3, Field Club subdiv.
Dundee Resity company to William
A. Paxton, jr., lots 23 and 53, Fair-eorge Forgan and wife to Joseph B Fradenburg, sr., lot 8, block 7, Clif-

BANK STATEMENTS

No. 2978. Report of the Condition of The United States National Bank, it Omaha, in the State of Nebraska, at the close of business July 15, 1908;

RESOURCES Loans and discounts. 400,000,00 Due from state banks

and bankers......
Due from approved reserve agents.....
Checks and other cash Exchanges for clear-Lawful money reserve

751.343.90 a 245,000.00— 3,307,526.93 Specie Legal-tender notes... Redemption fund with U. S. treasurer (5 per cent of circulation). 17,400.00

LIABILITIES. Capital stock paid in... Surplus fund...... Undlyided profits, less expenses and taxes National bank notes

subject to check ... 4,084,592.88
Demand certificates of
deposit ... 91,825.36
Time certificates of Deposits of U. S. dis-bursing officers..... Reserved for taxes.... officers...... 115,224.96- 9,373,276.18

810,923,147.84

EUCLID MARTIN, E. M. MORSMAN, C. E. YOST, Directors. Subscribed and sworn to before me this 17th day of July, 1908.

O. WILLIAMS, Notary Public.

REPORT OF THE CONDITION OF The First National Bank of Omaha, at Omaha, in the state of Nebruska, at the close of business July 15, 1908: RESOURCES.

Loans and discounts Overdrafts, secured and unsecured..... U. S. bonds to secure U. S. bonds to secure
circulation
U. S. bonds to secure
U. S. deposits....
Other bonds to secure
U. S. deposits...
Premiums on U. S.
bonds bonds
Bonds, securities, etc.
Banking house, furniture and fixtures.
Due from national banks (not reserve agents) \$690,584.89 reserve agents Theoles and other cash 'items Exchanges for clearing house
Notes of other national banks
Fractional paper currency, nickels and Lawful money reserve in bank, viz:

Redemption fund with U.S. treasurer (5 per cent of circulaoue from U. S. treasper cent redemption \$12,170,767.17 LIABILITIES. Capital stock paid in Surplus fund Undivided profits, less expenses and taxes paid National bank notes \$2,252,845,49 banks
Dividends unpaid
Dividends unpaid
Dividends deposits
Subject to check
Dimind certificat sof 3,847,463.37

1,911,945.97 19,650 II deposit
Certified checks
Cashier's checks outstanding
U. 8. deposits
Deposits of U. 8. disbursing officers Reserved for taxes ... State of Nebraska. County of Douglas, as:
I. T. L. Davis, cashier of the above named
bank, do solemnly swear that the above
statement is true to the best of my knowledge and belief.

certificates of

163,064.70

T. L. DAVIS, Cashier. Correct-Attest:

BEXTON, Notary Public.

BANK STATEMENTS

BANK STATEMENTS

The Nebruska National Bank

at Omaha in the State of Nebraska, at the close of business, July 15, 1996:
RESOURCES.

.\$122,533.18

9,412,60

38,316.51

\$ 254,462.59

118,193.57

901, 416.79

standing 6.412.37 United States deposits 128,960.35 Deposits of U. S. dis-bursing officers..... 13,094.08—1,006,045.14

No. 3665. Report of the Condition of

Loans and discounts... Overdrafts, secured

U. S. deposits...... U. S. bonds on hand... Premiums on U. S. bonds..... deposits.

Bonds, securities etc. County and city war

Due from national

agents)
Due from state banks
and bankers
Due from approved

reserve agents Checks and other cash

Notes of other na-

Capital stock paid in... Surplus fund.... Undivided profits, less expenses and taxes

panies and savings
banks
Dividends unpaid
Individual deposits
subject to check....
Demand certificates of

Correct-Attest:

bankersst

TotalLIABILITIES

tional banks Fractional paper cur-rency, nickels and cents Lawful money reserve in bank, vis:

rants

No. 16B. REPORT OF THE CONDITION OF The Omaha National Bank U. S. bonds to secure U. S. de-Premiums on U. S. bonds...... cash items...

Exchanges for clearing house...

Notes of other national banks...

Fractional paper, currency, nickels and
cents 16,099.59 Lawful money reserve in bank, vis:\$1,087,881.00 Special 18,067,881.00 Legal tender notes; \$352,280.00— Redemption fund with U.S. treasurer 5 per cent circu-ulation. al \$1,007,881.00 1 ten-notes; \$250,280,00—1,297,161.00—3,971,364.00

689,873,95 panies and saving-banks...
Individual deposits
subject to check...
Time certificates of
deposit
Certified checks...
Cashier's checks out-

> above statement is true
> knowledge and belief.
>
> W. H. BUCHOLZ, Cashier.
>
> Correct—Attest: J. H. MILLARD,
>
> W. M. BURGESS,
>
> L. C. NASH,
>
> Directors. Subscribed and aworn to before me the 7th day of July, 1908.
> L. D. SPALDING, Notary Public.

Report of the Condition of The Merchants National Bank at Omaha, in the State of Nebraska, at the close of business July 15, 1998; RESOURCES.

Correct-Attest:

F. T. HAMILTON, JOHN F. COAD, G. E. ROGERS, Directors.

Sport Which Few Fishermen In-dulge or Care to

Cultivate. The swordfish is overlord of the sea Neither the whale, the shark, nor any other giant of the deep can conquer him

in private fight or public brawl. Neverthe less, he is peaceful in the main and seeks

the simple life, amusing himself often with

world-wide travel and always with delicate gustatory joys. He is the daintiest feeder

that swims, always kills his own game and

thereby insures its freshness. Wherefore his flesh is a delight to the palate of man-

kind-as far west as Bridgeport, Conn .-

and wherefore, again, men go forth to kill

him for market, and thereby at times fall

upon adventures that make the hunting of

tigers and the shooting of grizzlies pale

uses to kill the stupid whale, and often the

sting of the harpoon changes this luxurious

quick to perceive his advantage, charging with the speed of a bullet and the accuracy

ocean gastronome into a raging water devil,

of a swordsman up against the lone fish-

erman in the dory who tries to bring him

to gaff. Then must the fisherman measure with exactness the lunge of the monster,

avoid it by a marvel of nice side-stepping in a plunging dory, or he will be spitted

It is a curious thing that so little is gen-

erally known of the thrill of this sport; fo.

if most men were informed of its fascina-

guard of constables to keep stownway

sportsmen at bay. Lacking this knowledge. the summer visitors at Block Island catch

only faint, fleeting hints of the game when

on the porches in the late afternoon and

waddle down to Hi Willis' wharf at the Basin to see the day's catch weighed in

The observers learn very little. The fish-

ermen are silent. Disarmed, finless, head-

merely so many tons of food to be purchased by Hi Willis at the prodigal price

his generous heart dictates.-William Inglis

in Harper's Weekly.

tike a lark.

into pastimes for the weary weaklings. For the bold swordfish is still hunted in mode as primitive as that the Esquimau

Loans and discounts.
Overdrafts, secured and unsecured.
U. E. bonds to secure Subscribed and sworn to before me this 15th day of July, 1908.
L. W. SCHEIBEL,
Public Publ U. S. bonds on name.
Bonds, securities, etc.
Banking house
Due from national
banks (not reserve RAILWAY TIME CARD UNION STATION-10TH AND MARCY. and bankers .. Due from approved

Union Pacific-Overland Limited a 8.50 am a 2.40 pm
Colorado Express a 3.50 pm a 5.00 pm
Atlantic Express a 4.10 pm a 5.00 pm
Los Angeles Limited al 2.55 pm a 9.15 pm
Fast Mall a 9.30 am a 5.45 pm
North Platte Local a 7.42 am a 4.45 pm
North Platte Local a 12.25 pm a 9.15 pm
Beatrice & Stromsburg
Local bland & Paciso

Chicago, Rock Island & Paciso

Lawful money reserve in bank, viz:

Chicago & Northwestern-

ashier's checks out-Chicago & Northwestera—

Chicago Daylight ... a 7:25 am all:48 pm
St. Paul-Minn Exp. a 7:45 am all0:30 pm
Chicago Local ... all:30 am a 3:25 pm
Bloux City Passenger ... a 4:20 pm a 3:25 pm
Chicago Special ... a 6:30 pm a 8:23 am
St. Paul-Minn Limited a 8:30 pm a 8:23 am
St. Paul-Minn Limited a 9:35 pm
Los Angeles Limited ... a 9:35 pm
Overland Limited ... a 3:50 pm a 8:23 am
Fast Mail ... a 3:50 pm a 8:23 am
Finited ... a 3:50 pm a 8:23 am
Twin City Liccal ... a 3:50 pm a 8:20 am
Norfolk-Bonesteel ... a 7:40 am a 6:20 pm
Lincoln-Long Pine ... a 7:40 am a 6:20 pm
Lincoln-Long Pine ... a 7:40 am a 6:20 pm
Casper-Lander ... a 3:00 pm a 6:20 pm
Hastings-Superior ... a 3:00 pm b 6:30 pm
Fremont-Albion ... b 6:30 pm b 6:30 pm
Wabash—
St. Louis Express ... a 6:30 pm a 9:35 am

St. Louis Express ... a 6:30 pm a 9:35 am HUNTING OVERLORD OF THE SEA

St. Louis Express...... a 6:30 pm a 9:35 am St. Louis I/ocal (from Council Biuffs)...... a 8:60 am ail:15 pm Standberry Local (from Council Biuffs)....... b 5:60 pm bl0:15 am Chicago Great Western-3,000.00 St. Paul-Minneapolis 8:30 pm 7:30 am 471.876.99 St. Paul-Minneapolis 7:30 am 11:35 pm 125,000.00 Chicago Limited 6:05 pm 8:27 am Chicago Express 7:30 am 11:35 pm Chicago Express 3:30 pm 3:30 pm BURLINGTON STA .-- 10TH & MASON Denver & California ... a 4:10 pm a 3:45 pm
Northwest Special ... a 4:10 pm a 3:45 pm
Black Hills ... a 4:10 pm a 3:45 pm
Northwest Express all:59 pm alo:15 pm
Nebraska points ... a 8:15 am a 6:10 pm
Nebraska Express ... a 8:15 am a 6:10 pm
Lincoln Fast Mail ... b 1:45 pm al2:17 pm
Lincoln Local ... b 9:08 pm

Lincoln Local b 9:08
Lincoln Local alo:ib WEBSTER STA .- 15TH & WEBSTER.

Chicago, St. Paul, Minneapolis Twin City Passenger... b 6:30 am b 9:10 pm Sloux City Passenger... a 3:35 pm al0:50 am Emerson Local 8:45 am c 5:35 pm Auburn Facific—b 3:50 pm .bil:25 am a Daily b Daily except Sunday. c Sunday only, d Daily except Saturday. c Daily

OCEAN STEAMERS

SCANDINAVIAN-AMERICAN LINE Norway, Sweden and Denmark Salling from New York at noon.
F. Tietgen. July 21 United States. Aug. silig Olav. Aug. 6 Oscar II. Sept. Saloon 575 and up. Second Cabin 537.50.
A. E. JOHNSON & CO.,
126 E. Kinnie St., Chicago, Ill.

D. C. SCOTT, D.V.S. ASSISTANT STATE VETERINANIAN

in toebox to chill. When ready to serve place on each plate first a slice of pineapple, then orange, pear, peach and o top a large red cherry stuffed with walnut. Omaha, Heb. Pour over the whole a cherry syrup.

Supreme Court Syllabi

iam Basves & Co. against Dects. Appeal. Buffalo. Roverseo. Duffle, C. Divibia. So and the promissory notes of the defendants the defense was made that the notes were given for machinery sold under a warranty that had falled, and that a controversy thereon arose in settlement of which the defendants served to pay certain to the warranty. When the plaintiff of fered to repair the machinery, defendants refused the effer on the ground that the roses proposed would be ineffectial, but a reason for refusing the repairs that the offer came too late in the season. Held, that the court erred in silowing the defendants to show another and a different reason for refusing repairs that had to the plaintiff when the offer came too late in the season. Held, that the court erred in silowing the defendants to show another and a different reason for refusing repairs that had to the plaintiff when the offer came too late in the season. Held, that the court erred in silowing the defendants to show another and a different reason for refusing repairs that had for the plaintiff when the offer came too late in the season. Held, that the court erred in silowing the defendants to show another and a different reason for refusing the reposite that the court erred in silowing the defendants to show another and a different reason for refusing the reposite that the court erred in silowing the defendant or court will not set asside the verdict it is out to defend any the defendant court erred in silowing the defendant court erred in silowing the defendant court erred in silowing the defendant court error in the prepander of the court of a jury for wann of evidence against the verdict is so strong as to indicate that the verdict is so strong as to indicate that the verdict is so strong as to indicate that the verdict is so strong as to indicate that the verdict is so strong as to indicate that the verdict is so strong as to indicate that the verdict is so strong as to indicate that the verdict is so strong as to indicate that the verdict is so State of Nebraska, County of Douglas, ss.: I. W. H. Buchols, cashier of the above named bank, do solemnly swear that the above statement is true to the best of my

1. The record of a mechanic's lien is not competent evidence error of the time when the material and labor therein mentioned were furnished, or that such labor and material were furnished and used upon the building therein described.

2. It is reversible error to instruct the jury upon a question not raised by the pleadings nor applicable to the evidence, when such instructions have a tendency to mislead the jury or have a prejudicial error mislead the jury or have a prejudicial error.

since article with the resignation of the policy of the service of the control of

templated by the statute, that it shall be payable out of a special fund which the city may lawfully create, but the failure to create which is due solely to the fault or negligence of the city." Abrahams against City of Omaha.

114 N. W. 161.

2. The statute of limitations does not commence to run against warrants issued by a municipal corporation, payable out of a special fund to be created, until each fund has in fact been created, and there is suifficient money in the fund with which to pay the warrants.

5. Such provision is also legislative for reneal.

6. A provision in an ordinance imposing an occupation tax or taxes on the sole issue tried in an action quie timet. A abround of the occupation tax or taxes on the gross receipts required to be paid under existing ordinances" may be deducted from the amount of the tax, is not appropriately since by its operation all persons or property, since by its operation all persons or title acquired by virtue of other contracts.

5. Such provision is also dealwas.

6. A provision in an ordinance imposing an occupation tax that "the sum and advanced to be paid under existing ordinances" may be deducted from the amount of the tax, is not property, since by its operation all persons or title acquired by virtue of other contracts.

5. A provision in an ordinance imposing an occupation as tax or taxes on the gross receipts required to be paid under existing ordinances" may be deducted from the amount of the sax, is not property, since by its operation all persons. C. Division No. 1.

5. A provision is also deal was the sole issue tried in an action quie timet.

6. A provision is an ordinance imposing an occupation are the sole issue tried in an action quie timet.

6. A provision is an ordinance imposing an occupation are the sole issue tried in an action quie the sole issue tried in an defend was abroad a decree of the court "that the title to said promises be forever quieted in Side decree of the court "that the title sole issue tried in an action the sole issue tried in has in fact been created, and there is sufficient money in the fund with which to pay the warrants.

7. Under its charter the city of Lincoln may lawfully enact an ordinance imposing upon telephone companies a business or 18347. Rice against Sharp. Appeal from Thurston. Affirmed. Fawcett, C. Division No. 2.

Where the pleadings support the judgment taxed upon the same basis and in the same in a. executory contract for the sale and purchase of real estate, refused upon the maturity of the contract upon telephone companies a business or occupation tax measured by the gross reoccupation tax measured by the gross reputation tax measured

are in part for messages over lines lying in part bayond the city limits does not invalidate the tax. Western Union Tel, Co. vs. Fremont, 39 Neb., 600

in part for messages over thes typic in part beyond the city limits does not invalidate the tax. Western Union Tel. Co. vs. Fremont, 30 Neb., 302.

15613. Howeld assents Sheldon. Appeal from Hall. Reversed and cause dismissed. Letton, J.

Under the statute providing that the "Soldiers' and Sailors' Home shall be under the charge of the Board of Public Lands and Buildings. that such board "shall adopt such regulations as they may deem expedient for the proper management of and home and may change such regulations from time to time as they may deem best," that the mangement of the home shall be vested in said board and that "they shall prescribe rules of admission to said home in accordance with the provisions and objects of this act," the enactment of a rule which requires all present or future members of the home, is within the discretionary power of the board in the management of the institution and is not such an abuse of official discretion as would warrant a court in interfering with the legally constituted authorities in charge of the home.

15625. Clark against Sisters of the Society of the Holy Child Jesus Appeal from Lancaster. Affirmed Buffle, C. Division No. 1.

1. It is a general rule that where property is conveyed directly to a corporation to hold for use in the purpose for which the corresponding was created, no trust for the henefit of others arises, even though the conveyance contains a condition directing the use of the property in a certain manner from which third partice may be benefited. One cannot be a trustee of property and a beneficiary at the same time.

2. F. conveyed certain real property to one of the defendants, a religious society.

property and a beneficiary at the same time.

2. F. conveyed certain real property to one of the defendants, a religious society, incorporated for the purpose of establishing and conducting a convent school. The deed contained a condition "that the grantee herein hereby agrees to teach the parochial school children (whose parents are known to be unable to pay) free of charge." There was a further condition that in case of failure to teach the children above referred to free of charge, or to use the property for convent school purposas, or in case the property should be diverted to any other use, then the property should revert to and be the property of the grantor, if living, and if dead, to his heirs. Heid, that said conveyance did not create a trust for the benefit of third parties, but was a gift of the property to the corporation for the use in the purposes for which it was created upon



Own a Farm

Enjoy life-live on a farm. The greatest life in the world is farm life. Let your children live on a farm a while and see how strong and if most men were informed of its fascina-tion swordfishing skippers would need a healthy they grow,

Have you wanted to buy or rent a farm? But haven't you they drift away from the rocking-chairs been able to find a satisfactory one?

Every day they are advertised in The Bee to be sold or rentedsome of the finest farms in the country. Farms on which you can less, the fiercest fighters of the sca are live happy and prosperous. The finest fruitf arms, wheat farms and cattle ranches are advertised in The Bee every day. No matter what Take fresh pineapples, oranges, pears and kind of a farm you wish to buy, sell to exchange just read the columns headed "FARM AND RANCH LANDS". It will pay you to read these Want Ads every day. There is profit in them.