

DIED AT HIS POST.

Lost His Life to Save the Money.

The defaulting cashier who gets away with the cash of the bank generally has a great deal of newspaper space allotted to his story. The cashier who recently was stabbed to death while trying to protect the money in his charge from thieves got only a few lines of notice. The question naturally arises, "Was it worth doing?" Is any sum of money worth the sacrifice of a single human life? Doubtless not. But to some people there is just one thing more precious than life, and that is honor, and the life that no money could buy the faithful man gives away for honor's sake in defense of a trust.



precipice you can walk without falling over is not brave but foolhardy. To try how long you can hold on to life living on the very edge of a break-down is equally fool-hardy. There is a natural limit to every man's strength. When that limit is reached he stops. Disease stops man. Sometimes it's heart disease, sometimes kidney disease, liver disease or disease of some other organ. But whatever the ultimate cause of collapse may be the contributing cause is generally lack of nutrition, due to disease of the stomach and other organs of digestion and nutrition. Blood is made from food, and blood is the life of the body and all its organs. But blood is only made from food after it has been properly digested, so when the digestive powers grow weak the body must grow weak from lack of its necessary nutrition. And that general weakness presently concentrates in some one or more organs, and the man has heart trouble, liver trouble, kidney trouble, etc.

It's useless to ask, How far can I go with safety and neglect my health? Every step away from a sound digestion is a step too far, and the farther you go the harder to get back. But there is a way back to good health. Ninety-eight times in every hundred Dr. Pierce's Golden Medical Discovery will cure the weak, debilitated, run-down man or woman whose strength is palpably failing, and who is suffering in one or more organs as the result of lack of nutrition. I suffered for five years with kidney trouble, also inflammation of bladder, and after trying several of the best physicians here still grew worse," writes Mr. J. H. Smith, of Madison, Fla. "They did

me no good. I had hemorrhages from the kidneys, and thought at times I would die, when a friend persuaded me to write to Dr. R. V. Pierce concerning my case. I did so, and commenced to take your medicine. I began to improve from the very first dose. When I commenced taking your medicines was not able to do any work; hadn't been for three or four months, but after following your advice for two months was able to attend to my business, and have been ever since."

THE PRACTICAL TEST

of any medicine is what it does, not what it is claimed it will do. "Golden Medical Discovery" cures. That fact is attested by thousands of well men and women. It cures when—as the witnesses whose letters we print state—the local physicians could not cure. The weak, broken-down man who can't work takes "Golden Medical Discovery" and goes back to his business a well man. The woman who suffers for nine years with a painful complication of diseases uses "Golden Medical Discovery" and grows "strong all over." These are typical cases representative of thousands of others.

When I commenced taking your medicine, eighteen months ago my health was completely broken down," writes Mrs. Minnie Lammpan, of Porcupine, Wis. "At times, generally after eating, was taken with terrible distress in stomach. Sometimes these spells would last six or eight hours. For nine years had suffered with them. My right arm was almost helpless—liver very much affected, and my nerves were so bad I was almost in hysterics. Had a craving appetite, but could eat very little at a time. The least exertion would cause shortness of breath. Hands and feet cold most of the time. I had female weakness. One doctor told me I had gall stones. I took his medicine for a while, but grew worse. I then went to another; he told me I had dyspepsia, and for six months I doctored with him, but all to no avail, for I was no better. I felt dreadfully discouraged, but thought I would try once more to find relief. I began the use of Doctor Pierce's Golden Medical Discovery and "Favorite Prescription," gradually began to improve each day, and grew strong all over. I took nine bottles of "Golden Medical Discovery" and eight of "Favorite Prescription." At present can work all day, and use both arms as well as any one. Haven't had any of those spells since my stomach since I began the use of your medicine."

Dr. Pierce's Golden Medical Discovery cures diseases of the stomach and other organs of digestion and nutrition. It cures through the stomach diseases of organs which seem remote from the stomach, when these diseases are often the case, have their origin in a diseased condition of the stomach and its allied organs of digestion and nutrition. Those who suffer from chronic diseases are invited to consult Dr. Pierce, by letter, free. All correspondence strictly private. Address Dr. R. V. Pierce, Buffalo, N. Y. The sole method for substitution is to permit the dealer to make the little more profit paid by the sale of less meritorious medicines. He gains; you lose. ASK FOR IT. A 100 page book, free for the asking. You can get "The People's Common Sense Medical Adviser, the best medical book ever published, free, by sending stamps to pay expense of mailing only. Send twenty-one one-cent stamps for the book in paper covers, or thirty-one stamps for cloth-bound volume, to Dr. R. V. Pierce, Buffalo, N. Y.

Today's Supreme Court Decisions

Hennepin County.

Fred Schoenau et al. respondents, vs. Grand Lodge of the Ancient Order of United Workmen et al., defendants; Louisa Wolf, appellant. The beneficiary is a certificate of membership in a mutual benefit association, has no vested interest therein, but a mere expectancy, liable to be terminated any time at the will of the member. The certificate of membership, and the constitution and by-laws, constitute the contract between the member and the association, and not with the beneficiary. The regulations governing a revocation or change of beneficiary are made for the protection of the association, and are not subject to the will or intention of the member, and may be varied by the association in order to accomplish that result. The association under consideration provided: "Any member desiring to make a new direction as to the payment of his beneficiary certificate may do so by authorized change in writing upon the back thereof in the form prescribed, attested by the recorder, seal of lodge attached, and delivery of his certificate and payment of 50 cents to the association. The change shall at once take effect. The recorder shall, thereupon, make a record thereof and report the same to the grand recorder, forwarding the 50 cents and certificate. The grand recorder shall thereupon issue a new certificate as directed, having the same number and conditions as the old." Just prior to the death of the member signed a document changing the beneficiary, which was attested by the recorder and sealed with the seal of the lodge. This instrument was some time furnished to the association, but not the one usually filed out on the back of the certificate. After execution it was delivered to the recorder and the fee paid. Held: It was substantially as required by the provisions of the constitution and by-laws, and conforming therewith, the association waived the variance, and the beneficiary cannot question it. Order affirmed. —Lewis, J.

Adella C. Byard, appellant, vs. The Palace Cleaning House Company, a corporation, respondent.

In an action for damages alleged to have been caused by a basket falling from the wire of a cash and bundle carrier system by reason of its defective and dangerous condition. Held: First—It was error to sustain an objection to a question which was intended to elicit other baskets of the same system had fallen on prior occasions. Appellant was not, in the first instance, required to prove that such baskets fell because of a defective system or imperfect construction. Second—It was not error to refuse a motion to amend the complaint by adding that the injury occurred through improper operation of the system. Third—Other rulings of the court examined and sustained. Order reversed and a new trial granted. —Lewis, J.

Ramsey County.

Adam Reber, by Charles Reber, his guardian ad litem, appellant, vs. Norne & Gunn company, a corporation, respondent. First—The obligor is a partner in a complicated business where a large number of servants are mutually engaged to formulate and enforce proper rules for their conduct, with full knowledge of the violations of such rules, and with knowledge of repeated violations of such rule, continues thereafter in the service until injured from such infractions of duty without notice of the master of such violation of duty by his fellow servants. Second—Upon the allegations of the complaint showing that a manufacturer of tinware is a manufacturer of tinware, and the throwing of dangerous substances around the room when plaintiff was at work, whereby such servant was injured, and that such servant with full knowledge of the violations of duty in this respect, it will be held that he assumed the risks of the situation and could not recover. Order affirmed. —Lovely, J.

Eva Herbert, respondent, vs. St. Paul City Railway Company, appellant.

First—The street car is required to exercise the highest degree of care to keep its platforms and steps in safe condition for use in the season when operated, so far as it is practically possible. Second—Evidence considered and held to sufficiently support a verdict for the plaintiff on the claim that she was a passenger on a street car and when alighting therefrom slipped and fell from the same by reason of ice and snow being present on the platform carrier to be and remain upon its steps and platforms. Third—Held, that under the evidence in this case the verdict of the jury cannot be held to be excessive. Order affirmed. —Lovely, J.

Nellis Burton, doing business as N. Burton & Co., appellant, vs. Charles Gage and Edward C. Kerr, copartners as Gage & Kerr, C. A. Smith Lumber company, a corporation, and Edward C. Rogers, as clerk of said court, respondents.

First—A logging contract between a lumber company and the contractor who had agreed to perform services thereunder was verbally assigned to the plaintiff by the party as a security for supplies, a portion of which were delivered at the time of such transfer held not void under the terms of section 238, Chapter 189, General Laws 1905. Second—Chapter 288, General Laws 1905, held, not applicable to the facts as found by the trial court in this case, for the reason that in the transaction between such contractor of the supplies, the parties were acting in perfect good faith. Third—Evidence considered and held ample to support the findings of fact which also justify the conclusion of law based thereon. Order affirmed. —Lovely, J.

Change in Bank Officials.

Fargo, N. D., Jan. 31.—The directors of the Red River Valley National bank have made a change in their officers as a result of the retirement of Cashier Hyde. J. W. von Niede, former president, becomes cashier, and State Senator R. S. Lewis is changed from vice president to president. W. B. Hancock, one of the directors, was made vice president, and A. Irish continues as assistant cashier.

DRY GOODS

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RUBBER GOODS

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Freemont County. Alexander Anderson, respondent, vs. The Chicago, Milwaukee & St. Paul Railway company, appellant.

First—The provision of the General Statutes, 1894, section 2710, requiring railroad companies doing business in this state to furnish adequate live stock pens, cattle, sheep, etc. with proper facilities to convey and transport the same, does not authorize such companies to maintain stock yards in an improper manner. Second—Evidence in this case considered and held to justify a verdict for damages in behalf of plaintiff for injuries sustained by him through the maintenance of stock yards in an improper and unhealthy manner adjacent to his family residence. Third—Held, that a verdict of \$322, for continuance of a nuisance in the maintenance of such stock yards for a period of more than four months not excessive. Order affirmed. —Lovely, J.

Other Decisions.

Wirt H. Cook, respondent, vs. John Schroeder Lumber Company, appellant. First—The omission by the county auditor to verify by his affidavit the delinquent tax list filed by him in the office of the clerk of the court does not affect the jurisdiction of the court in the premises, nor the validity of the order of sale. Second—There were no marks on the delinquent list, but at the time of the trial the list was found in the clerk's office in a wrapper, as to which was introduced the evidence that the list was in the office of the clerk of the court on the date of the sale. Held: The tax judgment recited that the list

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MITCHELL KEEPS IT

Annual Show of South Dakota Poultry and Pet Stock Men.

Special to The Journal. Mitchell, S. D., Jan. 31.—The annual meeting of the South Dakota Poultry and Pet Stock association, was held last night for the election of officers and the location of the next show. The following officers were elected: President, H. S. Fletcher, Waterbury; vice president, J. F. Reinelt Trip; secretary, M. D. Burly, Mitchell; treasurer, C. C. Halpidge, Mitchell. Sioux Falls and Mitchell were candidates for the location next year and Mitchell was practically the unanimous choice of the members. The dates were not selected. The show will close this evening and it has been the best held in three years. The entries were not so numerous as in other years, but the quality of the birds was far superior. The scores ranged as high as 96 in the Barred Plymouth Rock class.

DECEPTIVE BANK NOTES

Issue of Defunct N. J. Bank Circulated Round Chippewa Falls.

Special to The Journal. Chippewa Falls, Wis., Jan. 31.—Bank notes of the defunct state bank of New Brunswick, N. J., are being circulated in cities in this vicinity. They are of one and two-dollar denominations and are frequently mistaken for Canadian bills. A story is extant that when the bank of New Brunswick failed a venerable citizen who liked to sit and count money brought in a note issued as old paper or junk. It is said he kept the notes locked up in a trunk and in his leisure would take out the money and fondle it. After his death it is reported that one burglarized his trunk and took the notes into Canada and circulated them. Mayor Fletcher and the aldermen who are members of the specie committee appointed to investigate the cost of street lighting left yesterday for a four of several cities to inspect the electric plants and learn comparative cost of arc lights in cities similar to Chippewa Falls. The city is contemplating municipal ownership of the lighting plant, on account of the high rate charged by the local company.

CASTORIA

For Infants and Children. The Kind You Have Always Bought Bears the Signature of J. C. Watson.

DRY GOODS

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