

BEST OBEY BY-LAWS

Chamber of Commerce May Suspend Members Who Don't.

SO SAYS THE SUPREME COURT

Decision in Case Brought by C. P. Evans to Compel His Reinstatement.

The supreme court affirms the right of the Chamber of Commerce of Minneapolis to suspend a member for disregard of one of its by-laws. In a decision handed down today it upholds the judgment of the district court in the action brought by C. P. Evans to compel his reinstatement. The syllabus of the decision is as follows: C. P. Evans, appellant, vs. the Chamber of Commerce of Minneapolis, respondent. First—S. 184, section 288, under which defendant association was organized, conferred upon it the right to make membership conditional upon the submission of a business dispute arising between its members to arbitration. Second—Under its articles of incorporation the association was authorized and empowered to adopt, establish and enforce the by-laws in controversy in this action, which provide for arbitration between members. Third—This by-law also provided for the suspension of a member if he should refuse to submit to arbitration a business dispute with another member after being duly notified and after the arbitration committee had taken away by the association and that the member can be expelled if he refuses to abide by the conditions annexed to his membership. Fourth—When membership in an association and the rights pertaining thereto are conferred upon a person on such conditions, the member is bound to accept them, and if he does not, he is not a member. Fifth—It is a general rule of law applicable to such voluntary associations that a member must either submit to its by-laws or surrender his membership. It is optional with him to retain his membership by submission to them, or to surrender it and cease to be a member by refusing to comply therewith. When voluntarily a member of an association he is bound in respect to the mode of transacting business, and of his right to continue to be a member. Sixth—Because such by-laws and rules give to the board of directors power to discipline only when a member refuses to accept them, he has agreed to do in consideration of the rights and privileges of membership, and no attempt is made to deprive him of the ordinary way, they are not unreasonable, coercive, violative of constitutional rights, or of public policy. Seventh—If it appeared in this case that the plaintiff was deprived of his right to transfer his membership, that fact cannot affect the validity of the rule in question, if he has one, is by a proceeding to compel the board of directors to permit the transfer, and not by a proceeding to reinstate him to membership. Order affirmed. —Collins, J.

Telegraph Company Responsible. An important point is settled in a Duluth case in which it is held that a telegraph company is liable when on a telegraph order it delivers a check to the wrong party and it falls into the hands of an innocent purchaser. Judge Starr dissents from the opinion, holding that the purchaser was guilty of negligence in accepting the check, not indorsed by the real payee. The syllabus says: Other Cases. In a per curiam the court holds for Jonas M. Kistler in his suit against the Backus-Brooks company for professional services rendered and fees received. Other decisions filed to-day were as follows: M. S. Burrows, appellant, vs. Western Union Telegraph company, respondent. A telegraph company which upon order by telegraph issues and delivers its check by mistake for the wrong party, is liable for the amount thereof to an innocent purchaser for value, who takes the same in good faith. Prima facie such indorsement is the payee intended, and a purchaser who takes the check from him in good faith believing him to be the payee, is not called upon to inquire any further than may be necessary to establish the identity of the indorser and the party to whom the check was delivered as payee. Order reversed. —Lewis, J.

Hasea County. Charles N. Anderson, respondent, vs. Itasca Lumber company, appellant. The plaintiff, in a certain action, entered into an agreement that the attorney should receive one-third of the amount recovered by the plaintiff, and the expenses incurred by him in conducting the litigation; and that no settlement should be made by either party without the consent of the other, or without the consent of the attorney. In pursuance of such contract action was begun, and the attorney expended about \$300 disbursements. Two trials were had, both resulting in disagreement of the jury. Thereafter the plaintiff, on his own motion, and without the knowledge or consent of his attorney, dismissed the action, but not on account of any settlement with defendant, nor for the purpose of defrauding the attorney of his fees or money expended. Held: That the attorney is entitled simply a prospective lien which could become vested only by the entry of a verdict or order of judgment for plaintiff, and that plaintiff had authority to dismiss the action without the attorney's consent. Whether the contract was champertous, or whether the entire contract was rendered void on account of the plaintiff's failure to settle without the consent of the attorney is not decided. The court erred in reinstating the case. Order reversed. —Lewis, J.

Ramey County. Henry Dieters, respondent, vs. St. Paul Gas Light company, appellant. First—In an action to recover damages for coffee as follows: "While I was drinking coffee I was troubled with sleeplessness and palpitation of the heart. I began to feel suspicious of coffee poison, and having no desire to drug myself, rested now incessant it was for me to continue the use of anything that helped to break me down, so I quit coffee and began using Postum Coffee. "Now I sleep well and consequently feel refreshed, and am much strengthened. Palpitation of the heart has ceased and altogether I feel better than I have for some of our family like a little coffee mixed in with the Postum; that, of course, is much healthier than the old-fashioned coffee alone." It is true that very strong coffee of the best flavor has a little more fascinating taste to some palates than pure Postum. On the other hand, there are persons of people that prefer the flavor of Postum, pure and simple. If coffee agrees perfectly, and people are not ill in any way, there seems no good reason why coffee should be discontinued unless there is a fear of disease finally setting up from the continued use of a drug. On the other hand, if any member of a family is ailing in stomach, bowels, kidneys, eyes or the nervous system, such a one should immediately quit ordinary coffee and take Postum Food Coffee. A sure result can be depended upon and a great feeling of health and strength will come from the change. Health, of course, is worth almost everything on earth. Some people are constituted that it is hard for them to give up a habit even if good health is the reward, but it is perfectly easy to leave off coffee when one can have a well boiled cup of Postum in its place.

St. Louis County. Mary Y. Magoun, respondent, vs. Fireman's Fund Insurance company, appellant. First—The estate of A. B. deceased, is valid and enforceable. Second—Whether an agent can issue the valid policy of one of the companies he represents, insuring his own property, or insuring the property of another person whom he is acting as agent in charge of such property, without notice of the facts to the insurance company, is not decided. Third—The policy in issue here, in the standard Minnesota form, contained this provision: "This policy is not to be assigned to a mortgagee of the insured real estate, no act or default of any person other than such mortgagee or his agents or those claiming under him shall affect such mortgagee's right to recover in case of loss on such real estate." It was also stipulated in the policy that the loss, if any, should be payable to a certain named person, mortgagee, or his heirs, or assigns. Held: That the defendant in this case, in issuing the policy, was acting as agent for the mortgagee, and that the mortgagee's right to recover in case of loss on such real estate, was not affected by the fact that the policy was issued by the defendant. Order affirmed. —Brown, J.

Goodhue County. Albert Johnson, executor of the last will and testament of Jacob Wehlers, deceased, appellant, vs. H. H. Holt, C. F. Holt, and Bertha B. Meyer, respondents. In an action brought by an executor of the last will and testament of a deceased person to recover the possession or value of certain promissory notes alleged to belong to the estate, the record is examined and the evidence held sufficient to support and sustain the verdict of the jury that the deceased, prior to his death, made a gift of the notes to defendants. Order affirmed. —Brown, J.

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personal injuries alleged to have been caused by the negligence of defendants, it appears that the mortgagee of the premises in full satisfaction of the mortgage debt was not fully consummated prior to the loss, and consequently that there was no change in the legal title to the premises. Sixth—Whether or not prior to the delivery of defendant's policy the mortgagee's agent informed Hazen, as one of the agents of the defendant company, that the mortgagee had previously taken out a policy to secure her interest in the mortgaged premises, was in issue at the trial and was in the evidence in question for the jury. Held: That the court erred in taking this question from the jury and directing a verdict for the plaintiff. Order reversed, and a new trial granted. —Collins, J.

SUFFOCATED BY GAS
Frank Eustis of Eustis Loan and Realty Co. Found Dead.

LIFE EXTINGUISHED EIGHTEEN HOURS
Coroner Williams Pronounces It an Accident—Wrong Gas Jet Turned.

Frank Eustis, treasurer of the Eustis Loan and Realty company, was found dead in bed at his home, 115 West Grant street, last night. Death resulted from asphyxia, a gas jet being turned on in his room and the house filled with gas. Coroner Williams viewed the remains and decided death had resulted from the accidental turning of the jet.

Mr. Eustis retired Wednesday night at 11 o'clock. His wife and family were visiting in Owatonna and he was alone in the house. He failed to appear at the office yesterday, but it was supposed that he was detained by other business. His brother called to see him last night, found the house closed and concluded that the gas jet had been turned on and that Mr. Eustis was found in the bed.

Dr. Edmund Smith was called at once but it was some time before the sleeping room could be entered on account of the gas. When he was able to make an examination of the body he said that life had been extinct for at least eighteen hours. The gas jet has a combination for connecting with a heater, and it is thought that in lighting the heater the wrong jet was turned on by mistake. He always closed the windows of his sleeping room and this confined the deadly gas to the house.

Mr. Eustis was 47 years of age and was born in Ramsey county. He is survived by his wife and two daughters, aged 10 and 5 years. He has two brothers, John B., president of the Eustis Loan and Realty company, and Fred, who still resides on the old homestead in Southeast Minneapolis, and is connected with the state agricultural association.

PHARMACISTS AT PLAY
AN AFTERNOON OF PLEASURE
Amusing Mock Trial and Award of Prizes in Contests.

The druggists in attendance upon the state pharmaceutical convention gave the afternoon yesterday to pleasure and sports. One of the day's features was the mock trial of J. H. Smetzer, a member of the present Hennepin county grand jury, and has been subjected to a good deal of food and drink. Smetzer was accused of disorderly conduct and tampering too freely of the antidote for carbolic acid, Dr. C. R. J. Kellam, Heron Lake, acting as judge. Charles F. Huhn, Mineapolis, attorney for defendant. Witnesses

Hennepin County. Susanna Klages, as administratrix of the estate of Klages, deceased, appellant, vs. Gillette-Herzog Manufacturing company, respondent. The policy of insurance issued by appellant and contained the following provision: "The assured, upon the occurrence of an accident, shall give immediate notice thereof, in writing, with full particulars, to the home office at Baltimore, Md., or to its duly authorized agents. He shall give like notice, with full particulars, of any claim that may be made on account of such accident." An accident occurred to one of respondent's employees while under the supervision of a foreman upon the assumption that no injury resulted, made no report of it, and the company obtained no information of the accident until some other source. More than a year later the employee began an action against respondent for damages resulting from the accident. Held: That under the terms of the policy it was the duty of respondent to report all accidents or occurrences of which it had knowledge, and for that purpose the foreman in charge was respondent's agent. Notice more than one year later was not within reasonable time, and the action was barred. Order affirmed. —Lewis, J.

Hennepin County. Sadie K. Gilmore, et al. vs. Kyle Gilmore, co-partners as D. M. Gilmore & Co., appellants, vs. Adelaide B. Laupman, et al., defendants; Adelaide B. Laupman, respondent. Constructive service of process is purely of statutory creation and in derogation of the common law, and such statutes must be strictly construed. The affidavit for publication required by the statute, General Statutes 1894, section 100, and must contain and state all of the statutory requirements. Such an affidavit considered, and held: That it does not state that the defendant had property in the state of Minnesota, nor that the subject of the action was real property within the state of Minnesota. Reference cannot be made to the complaint or to the facts omitted from the affidavit. Order affirmed. —Lewis, J.

Goodhue County. Albert Johnson, executor of the last will and testament of Jacob Wehlers, deceased, appellant, vs. H. H. Holt, C. F. Holt, and Bertha B. Meyer, respondents. In an action brought by an executor of the last will and testament of a deceased person to recover the possession or value of certain promissory notes alleged to belong to the estate, the record is examined and the evidence held sufficient to support and sustain the verdict of the jury that the deceased, prior to his death, made a gift of the notes to defendants. Order affirmed. —Brown, J.

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to support the charge were H. W. Reitzke and Stewart Gamble. Witnesses for the defendant, C. T. Heller, Thomas Vogel and George A. Smith. The jury returned a verdict for the moral character and breath of the prisoner. The jury was composed of twelve ladies. The witnesses were sworn not to tell a word of truth. Upon a verdict for the defendant he created consternation in the ranks of the jury by threatening to kiss each member of that body. The only accident recorded was that which befel R. T. Wincott, who was acting as umpire for the ball players and was struck by the ball over the right eye, receiving severe injuries that will lay him up for several days. The ball game was won by the retailers, the score standing 17 to 7 in five innings.

The ball winding and unwinding contest was won by Mrs. George A. Rose, first; Mrs. J. R. Smith, second; Miss Cora Suni, third; spooling contest, Mrs. J. D. Smetzer, first; Mrs. R. J. Smith, second; Miss Nita Boehke, third. Miss Marguerite Voegli won first prize in the running race for girls under 14. Harry Kettle of St. Paul was awarded the prize for being the homliest druggist attending the convention. K. G. Scartum of Lake Benton carried off the prize for the member who came farthest to attend the convention. Mrs. R. E. Remer of Waconia was awarded the prize for the lady member coming farthest. In the bean guessing contest the first prize was a tie between two members. The second prize, a handsome hand painted vase, donated by C. F. Rhode, was awarded to Miss Freda Hainert.

Dresden, Saxony—King Albert died at 8:05 p. m. yesterday.

COAL COMING FROM WALES.
New York, June 20.—A cargo of bituminous coal is on its way from Wales to this city. It is being brought here as an experiment. The cargo, which consists of 6,000 tons, will be put on the market, it is said, at \$5 or \$5.50 a ton.

The best beer is that which is made the best. Hamm's Velvet, the new extra pale beer, is the best beer made in the best way of the best malt and imported hops, at the best brewery in the northwest.

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Donaldson's Glass Block.

FOR SATURDAY WE HAVE ARRANGED A LOT OF TIMELY BARGAINS OF MORE THAN USUAL MERIT AND A CAREFUL STUDY OF THIS ADVERTISEMENT SHOULD FILL OUR STORE WITH ECONOMICAL PURCHASERS.

MILLINERY. Half-Price Sale of Flowers.

Every flower in our beautiful assortment will be sacrificed for exactly one-half of its former value. We make it a rule never to carry any flowers over a season, and therefore these exceptional bargains. A magnificent assortment of Outing Hats that we have considered very good values at \$1.25—Special for Saturday..... **69c**

On Main Floor. A large lot of Hats trimmed prettily with ribbon, chiffon and flowers, former price \$5.00—Special price for Saturday..... **\$1.98**

NOTIONS. Two Big Specials for Saturday. 250 pairs Ladies' fine silk-frilled Hose Supporters, with the finest nickel-plated button fastenings and rubber covered buttons. They come in all colors and are absolutely worth 50c. Big special Saturday only, per pair..... **25c**

100 dozen fine quality Stockinette Dress Shields; size 3, and guaranteed equal to any other Stockinette Shield at 25c in the market. Big special for Saturday only, per pair..... **10c**

HOUSEFURNISHING HARDWARE BARGAINS. Refrigerators. Clearing Sale of the Belding Dry Air, Orchaol Lined and the best Ice Saver made, at prices much less than the cheaper grades.

LEATHER GOODS Big Bargain in Chatelaine Bags for Saturday. Ladies' Genuine Seal Leather Chatelaine Bags with beautiful metal frame, chain and hook—actually cheap at \$1.50. Special Saturday only, ea., **98c**

Also a lot of fine Wrist Bags in this lot

Wm. Donaldson & Co., The Glass Block.

Shoes—Boys', Misses' and Children's Shoes, in box calf and dongola kid, worth up to \$1.75; special Saturday, **98c**

White Waists—Ladies' fine white lawn Shirt Waists, front trimmed with insertion of embroidery and cluster of tucks, new stock and cuffs, worth \$1. Special for Saturday, **69c**

Wash Goods—Manchester Chambray, in pink, blue and tan, also good quality striped Gingham, in lengths from 2 to 10 yards, value to 12c; Saturday Special Basement Bar- **5 1/2c**

Wash Goods—2,000 yards of Dimities, Prints and Apron Gingshams, values to 7c yard. Saturday Busy Base- **3 1/2c**

Skirts—Women's fine black mercerized Sateen Skirts, well made with deep flounce and ruffle, worth \$1.25; special Saturday Bargain Basement. **98c**

Velling—Extra values in Veiling, consisting of plain Tuxedo Chenille dots, checks in all colors, values to 25c yard; Saturday Busy **10c; 15c**

Ties—Ladies' stock Ties in white, also pink and blue, plain and dots, neat and stylish, worth to 19c. Saturday Bargain Basement, each **5c; 10c**

Corsets—Broken lot of light weight corsets, well made, trimmed with lace, worth 46c, sizes 18 to 22 only. Saturday Bargain Basement, **29c**

MEN'S FURNISHINGS.

Underwear Special—Men's 50c fine balbriggan Under Shirts or double seat Drawers. A good bargain. Special Saturday, each..... **39c**

Negligee Shirts—Men's woven or corded madras Shirts with laundered detached cuffs or two detached turn down collars. Special bargain **50c**

Men's fine imported cheviot negligee Shirts with detached laundered cuffs. We offer them at a special bargain, each..... **\$1.50**

Men's Socks—Men's 50c fancy lisle or cotton Socks, some with eru sole; all have double heels and toes. Special bargain, pair.... **25c**

LADIES' FANCY BELTS At Button Counter. Ladies' Fancy Black Satin Belts, with either ring effect fronts or with fancy metal buckles. Special Saturday only, each..... **49c**

Also fine line of White Belts in this lot.