

Chapman's

8th and Nicollet
Specials for Saturday:

ICES AND ICE CREAMS.
Our special combination for your Sunday dinner will be Delmonico Ice Cream and Orange Sherbet, at 50c.

FROM OUR PASTRY KITCHEN.
Our special cake will be Pineapple Layer, also Nut Loaf and Tutti Frutti Loaf, each25c
GERMAN COFFEE BUNS, doz.25c
NORSK COFFEE CAKES10c
EGG BUNS, doz.10c
SAXON KUKEN, each10c

OUR DELICATESSEN.
Chicken and Veal Pies, Roast Chicken, Roast Turkey, etc.25c
FINNAN HADDIES, whole fish, lb. 15c
APPLE BUTTER, our own make, in pint Economy jars,25c

FROM OUR CANDY KITCHEN.
BLACK WALNUT CARAMELS40c
CHOCOLATE MARSHMALLOWS, regular 50c, special 35c
CHOCOLATE CREAM BAR, lb.25c
EGGS, fresh country, doz.28c
BEANS, cut green, string or wax, better than fresh, can12 1/2c
CORN, Flatt's Maine, can, 1 1/2 doz.\$1.35
PEAS, sifted early June, 15c grade, can, 10c; doz.\$1.00
PEAS, Harbor City, Little Gem, small as French regular 18c; special, can, 15c; doz.\$1.75
WALNUTS, New Grenobles, special, lb. 20c; 5-lb. Maine,35c
WALNUTS, New Bordeaux, special, special, lb.33c
DATES, New Persian, lb.50c
FILBERTS, shelled, lb.28c
FIGS, fancy imported Smyrna, 2 lbs 25c
LEMONS, fancy thin skinned, doz 12 1/2c
SPINACH, southern, peck30c
STRAWBERRIES, fresh; New Beets, New Carrots, Pieplant, Cauliflower, Endive, Radishes, Tomatoes, Mushrooms, etc.
BUCKWHEAT FLOUR, pure Wisconsin, 10-lb. sacks35c
MAPLE SYRUP, pure Ohio sap, 7-gal. cans; special67c
OLIVES, Mammoth, 32-oz. bottles, 90c size, to reduce stock, per bot.60c
OLIVES, California, ripe, quart.50c
MUSHROOMS, finest button, regular 35c; special, can28c
SOAP, Proctor & Gamble's Lennox, box, 20c; 5-lb. Maine,\$2.69
SOAP, with each 25 cents worth of Galvanic Soap we will give one 10c bar of Palm Olive Soap.
LAVANDA, Burnett's 3c size, bottle 24c
COFFEE, Chapman's Perfection, put up in 2-lb. airtight cans,75c
GROCER, BAKER, CONFECTIONER.

HEPBURN FILES HIS RATE BILL

Act Makes Sweeping Definition of Transportation—Provisions Are Comprehensive.

Washington, Jan. 5.—Representative Hepburn of Iowa has introduced his railroad rate bill. It has been anxiously awaited, as Mr. Hepburn is chairman of the interstate and foreign commerce committee of the house.

The bill is similar to the Dolliver bill, and embraces in a modified form many features of the measure recently prepared by the interstate commerce commission. It is more comprehensive than any measure yet introduced and in Mr. Hepburn's opinion it is so framed that it will satisfactorily regulate refrigerator cars, do away with "midnight tariffs" and abolish other alleged injustices aimed at by the pending bills.

The bill increases the interstate commerce commission to nine members and fixes the annual salary of each at \$10,000. Its most essential departure from the other bills is its greatly enlarged definition of "transportation." The word is defined as follows:

Transportation Defined.
"Transportation shall include cars and other vehicles and all instrumentalities and facilities of shipment for carriage, irrespective of ownership or of any contract, express or implied, for the use thereof, and all services in connection with the receipt, delivery, elevation and transfer in transit, ventilation, refrigeration or icing, storing and handling of property transported."

After defining transportation, the bill provides: "And it shall be the duty of every carrier subject to the provisions of this act to provide and furnish such transportation upon reasonable request therefor, and to establish routes and just and reasonable rates applicable thereto."

Roads to Do Ining.
This provision, requiring railroads to furnish icing and other facilities, is regarded by Hepburn as a strong feature of the measure. It is also provided that the commission is to have authority to fix a maximum rate.

"Midnight tariffs" are to be abolished by a provision that no schedule is to be charged without thirty days' notice.

Friday, Jan. 12, was agreed upon today by the house committee on interstate and foreign commerce as the date for consideration of the general subject of rate legislation. Nearly twenty bills are in the hands of the committee, but it is now regarded as likely that the Hepburn measure will form the basis for any action by the committee.

THE NEW STORE

9:30 Sharp Saturday Morning

Entire balance Evans-Johnson-Sloane stock; yours to choose from at ridiculous prices, and there is no better merchandise made. U. S. Court's order extends only until Jan. 10, with \$175,000 WORTH STILL TO MOVE. You can imagine how LITTLE figure prices cut. First come, first served. Every sale final. **Wm. E. MUSE, Trustee.**

Muslin Underwear Dept.

Corsets, Petticoats, Night Dresses, Dressing Sacques, Drawers, Corset Covers, Aprons, Knit Goods, Children's Cloaks, Hoods, Tams, Toques, Dresses, etc., in four assorted lots—

LOT 1—E. J. S. price to 39c. Receiver's price.....	25c	LOT 2—E. J. S. price to 41c. Receiver's price.....	45c	LOT 3—E. J. S. price to 43c. Receiver's price.....	89c	LOT 4—E. J. S. price to 44c. Receiver's price.....	\$1.98
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Linen Department

Table Linens, Napkins, Dobbies, Centerpieces, Lunch Cloths, Towels, Towelings, Muslins, Cambrics, Sheetings, Casings, Bedspreads and White Goods of every kind.

Lot 1—E. J. S. price to 10c.....	4 1/2c	Lot 2—E. J. S. price to 25c.....	1 1/2c	Lot 3—E. J. S. price to 75c.....	37 1/2c	Lot 4—E. J. S. price to \$1.25.....	67 1/2c
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Ladies' Gloves

Wool, Mocha, Kid, all colors. E. J. S. price to \$1.75. Divided in three lots.

LOT 1—E. J. S. price to 39c. Receiver's price.....	9 1/2c	LOT 2—E. J. S. price to \$1.00. Receiver's price.....	27 1/2c	LOT 3—E. J. S. price to \$1.75. Receiver's price.....	97 1/2c
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Silk Department

Your unlimited choice of thousands of yards of this season's plain and fancy silks in all varieties and kinds of color blending, suitable for anything from an opera bag to a full silk suit, as arranged thus—

LOT 1—E. J. S. price to 75c. Receiver's price.....	10 1/2c	LOT 2—E. J. S. price to 75c. Receiver's price.....	32 1/2c	LOT 3—E. J. S. price to 75c. Receiver's price.....	47 1/2c	LOT 4—E. J. S. price to 75c. Receiver's price.....	62 1/2c
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Boys' Knee Pants Suits & Overcoats

Must be sold at Receiver's prices. Divided in three lots. E. J. S. prices to \$6.50.

Lot 1—E. J. S. price to 39c. Receiver's price.....	14 1/2c	Lot 2—E. J. S. price to \$2.50. Receiver's price.....	95c	Lot 3—E. J. S. price to \$6.50. Receiver's price.....	\$2.97 1/2
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Fur Neck Pieces, Fur Lined Coats, Etc.

Misses' and Children's Sets, in Natural and Blended River Mink, Imitation Ermine and Lamb, ranging in prices from \$4.98 to..... **98c**

Neckpieces in Otter, Beaver, Black Marten and Sable Squirrel. E. J. S. price to \$18. Your choice at Receiver's sale..... **\$4.98**

Fur Lined Coats in brown, blue, plum and tan shells, high roll shawl collars. E. J. S. price \$47.50. Receiver's price..... **\$27.50**

Astrakhan Jackets, 24, 27 and 30 inches long, Skinner Satin lined, latest style. E. J. S. price to \$55.00. Your choice at..... **\$27.50**

Wall Paper and Paints

Wall Paper suitable for all rooms, either width border, 8c and 10c quality; roll..... **5c**

Parlor papers, 9-inch or 18-inch borders, 15c and 20c quality, roll..... **9c**

House Paint, ready for use, regular \$1.40 grade, gallon..... **\$1.07**

Candy Department

SWEETMEATS FOR SATURDAY SHOPPERS—TAFFY—The real old-fashioned molasses and other assorted flavors, made fresh every day; regular candy store price 20c lb. Receiver's price..... **10c**

Fine 25c to 30c Chocolate Creams, lb..... **20c**

Yucan Chips, crisp and delicious..... **25c**

Men's Furnishings and Underwear

E. J. S. price to \$3.00. Divided in three lots:

Lot 1—E. J. S. price to 50c. Receiver's price.....	19 1/2c	Lot 2—E. J. S. price to \$1.50. Receiver's price.....	87 1/2c	Lot 3—E. J. S. price to \$3.00. Receiver's price.....	\$1.37 1/2
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Women's, Misses', Children's Coats

Empire, Box and Piccadilly styles, semi and tight fitting coats in 46, 48 and 54-inch lengths; fine variety of Children's Coats, every garment this season's style. Best materials and workmanship.

LOT 1—E. J. S. price to \$4.98. Receiver's price.....	\$1.79	LOT 2—E. J. S. price to \$3.00. Receiver's price.....	\$3.98	LOT 3—E. J. S. price to \$2.00. Receiver's price.....	\$9.98	LOT 4—E. J. S. price to \$22.50. Receiver's price.....	\$14.98
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Underwear Department

Women's and Children's Pure Silk and Wool, Wool Plated, Camel's Hair, Pure Silk Fleece, Wool and Cotton Fleece, Jersey Ribbed, etc., Vests, Pants and Union Suits.

LOT 1—E. J. S. price to 18c. Receiver's price.....	12 1/2c	LOT 2—E. J. S. price to 20c. Receiver's price.....	27 1/2c	LOT 3—E. J. S. price to 25c. Receiver's price.....	37 1/2c	LOT 4—E. J. S. price to 25c. Receiver's price.....	67 1/2c
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Dress Goods

A grand selection from among Imported Novelty Suitings as well as the choicest things of eastern make, yards upon yards of the newest patterns and most wanted shades in all widths; suitings to suit everybody—

LOT 1—E. J. S. price to 60c. Receiver's price.....	10 1/2c	LOT 2—E. J. S. price to 30c. Receiver's price.....	30 1/2c	LOT 3—E. J. S. price to 40c. Receiver's price.....	49 1/2c	LOT 4—E. J. S. price to 80c. Receiver's price.....	82 1/2c
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Hosiery Department

Imported and Domestic in Lace, Gauze and Lisle, black and fancy colors; Cashmere and Heavy Wool, Wool and Silk Fleece, Fine Cotton, etc., every good desirable kind.

LOT 1—E. J. S. price to 18c. Receiver's price.....	4 1/2c	LOT 2—E. J. S. price to 16c. Receiver's price.....	16 1/2c	LOT 3—E. J. S. price to 31c. Receiver's price.....	33 1/2c	LOT 4—E. J. S. price to 62c. Receiver's price.....	62 1/2c
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Picture Framing

Assorted Pictures—A very desirable collection of Figures, Scenes and Fruits, extra large size, neatly matted in gilt frames with brass corners. E. J. S. regular prices were never less than \$1 and up to \$1.25. Receiver's price, choice..... **75c**

Optical Department

E. J. S. best 10-year gold filled frame glasses, set with fine high grade periscope lens; above firm's price \$3. Receiver's price..... **98 1/2c**

MUSIC! MUSIC! MUSIC!

Bargains Galore. Fill your Cabinet Now.
380 copies of 23c popular songs and instrumental numbers, which must be sold, and they'll go Saturday at the copy of..... **3 1/2c**

"MRS. O'HARAHAN," as sung by Mignonette Kolin at Orpheum next week; "Rose Leaves," new "Hearts and Flowers," "Star of the Sea," "Angels Let Me Play," "Karama," "Soldier's Dream," "St. Louis Tickle," "Vassar Girls" waltzes, "Circus Parade," and many other 23c popular hits, Saturday the copy..... **18c**

Add 1c extra per copy for postage.

50 YEARS

OF UNPRECEDENTED POPULARITY



HUNTER'S BALTIMORE RY. WHISKEY

Sold in all first-class cafes and by Johnson, Wm. LAMAHAN & SON, Baltimore, Md.

Railroads

FORM RAILROAD COMPANY

Fergus Falls Citizens Will Aid Soo or Milwaukee Entry.

Fergus Falls citizens have organized a railroad company for the purpose of inducing either the Soo line or the Milwaukee to enter that city. Surveys and right of way will be arranged by the corporation to make the entrance either of the big systems easier; but in case neither will accept, it is the intention for the syndicate to build its own local line to connect with the Soo near Elbow Lake, or with the Milwaukee near Wheaton. The promoters desire competition for the Northern Pacific and Great Northern, now the only roads entering the place.

The charter of the Duluth & Fergus Falls Northern, organized in 1884, principally by Fergus Falls citizens, will be taken by the new company, of which J. G. Durand has been elected president. The other officers are G. Barrows, vice president; A. G. Amundson, secretary; J. S. Ulland, treasurer; James A. Brown, E. L. Hilton, N. E. Field, G. C. Dahl, E. C. Collins, R. T. McMahon and E. E. Adams, directors.

RAILROAD NOTES.
The Chicago Great Western railway has promoted T. H. Hughes for many years an employee of the road, and recently warehouse foreman of the Chicago freight house, to the position of traveling freight agent, succeeded by Walter Beacham. Mr. Beacham resigned to go to Tulsa, Mo. Hughes takes upon his new work next week.

The quarterly dividend on preferred and common stock of the Rock Island railroad system was declared by the directors of the Rock Island company at their session yesterday.

James J. Woodworth, general traffic manager of the New York Central road, will return from an extensive tour thru Cuba, next week. Twin city representatives of the New York Central line have been to St. Paul yesterday.

Assistant Freight Traffic Manager Harry Gower of the Rock Island has been promoted to freight traffic manager, with headquarters at Chicago. The appointment becomes effective at once.

MONTGOMERY, MINN.—Fire destroyed the meat shop owned by James P. Felt last night. The building and contents were burned. The loss is partly covered by insurance.

Winter Cruises

WEST INDIES

By the S. S. Princess Victoria Louise from New York Jan. 15, Feb. 6 and Mar. 8, 1905. Duration 19 to 25 days. Cost \$125.00 and upward.

To the Mediterranean and Orient

By the S. S. Moltke; 70-day cruise, \$300 and upward; 11 other short, attractive cruises on the Mediterranean and Adriatic seas. Send for illustrated prospectus.

Hamburg-American Line, 35-37th St. N.Y.

139 Randolph St. Chicago, Ill. Minneapolis agents, W. B. Chandler, E. Elchorn & Son, A. E. Johnson & Co., O. E. Brocke, Nils Nilsson, A. G. Vanstrum & Co.

Supreme Court

William W. Lawver, appellant, vs. Great Northern Railway company, respondent.
Syllabus: The complaint considered and held as against a general demurrer to state a cause of action.
—Elliott, J.

John Megins, respondent, vs. City of Duluth, appellant.
Syllabus: First—Section 248, laws of 1897, applies only to actions to recover damages for injury to person.
Second—The rule that where the title to a statute is restrictive, legislation under such title is not valid.
Chapter 248, laws of 1897.
—Elliott, J.

Gertrude Spencer, appellant, vs. Harry Spencer, respondent.
Syllabus: The legal obligation of a father for the support of his minor children is not impaired by a decree of divorce at the suit of his wife for misconduct which gives the custody of the children to her, but is silent as to her support. If under such circumstances he refuses or neglects to support them, she may recover from him in an original action a reasonable sum for necessities furnished by her for their support after such decree. The law implies a promise on his part to pay for such necessities.
Order reversed and new trial granted.
—Start, C. J.

Francis W. Noyes, appellant, vs. American Fidelity Land Mortgage company, et al., respondents.
Syllabus: First—Section 4229, general statutes of 1894, is a registry law.
Second—When a duly certified copy of an order appointing a receiver of an insolvent is filed in the office of the register of deeds as provided in that section of the statute, it is notice of the fact of the receivership to all parties who thereafter deal with lands of the insolvent situated in the county.
—Elliott, J.

Winford M. Tappan, respondent, vs. William W. Huntington, appellant.
Syllabus: A covenant of warranty in a deed of conveyance, and a covenant against incumbrances, excepting mortgages to a certain amount, estops the grantor from afterwards acquiring and enforcing the mortgage lien against the premises conveyed. But conveyance of the premises by a subsequent grantee, subject to the mortgage, operates as an estoppel against the former estoppel, and sets the matter at large in the hands of the original grantor. His assignee, and the mortgage having provided for foreclosure by advertisement, the receiver of the property is not changed from foreclosure by advertisement to an action in equity.
—Lewis, J.

William H. Shea, respondent, vs. Cloquet Lumber company, et al., appellants.
Syllabus: Action for malicious prosecution. Held: First—That the plaintiff was entitled to introduce proof of his good reputation on the question of want of probable cause for prosecuting him on a criminal charge.
Second—The evidence sustains the verdict, and the damages awarded, as reduced by the court with the consent of the plaintiff, are not excessive.
The court did not err in refusing to instruct the jury that a squatter on unswayed land belonging to the United States had no interest in the timber growing thereon.
—Start, C. J.

Henry Kramer, appellant, vs. Northwestern Elevator company, respondent.
Syllabus: First—A lease of law determined on an appeal is the law of the case on a second appeal of the same case. But this applies to such questions only as are decided. Questions which are raised, but not determined, may be considered on the second appeal.
Second—The omission of material instructions or indebtedness or insufficiency of an order of appraisal in the charge of the court is no ground for a new trial unless the attention of the court was at the time specifically called to the defect and further and more definite instructions asked for.
Third—Certain rulings on the reception of evidence considered and held not prejudicial error.
Syllabus: First—A lien cannot be created upon a mere right of action for personal tort.
Second—A right to recover damages for a personal tort is a mere personal right and not assignable before judgment. Hammond vs. Great Northern Railway company, 53 Minn. 240.
Third—B, claiming to have a right of action against a railway company for damages for personal injuries, made a written contract with G, an attorney-at-law, by which G agreed to bring the action and to pay all expenses of the suit, and B agreed to pay G, after the expenses had been paid 50 per cent of all money received from the railway company as compensation for his injuries. The action was brought and, after a disagreement of the jury, while the case was on the calendar awaiting another trial the plaintiff and defendant, without the consent or knowledge of G, settled the case. On a petition by G for leave to proceed in the case to protect his interests, held:
First—That G had no lien upon the cause of action and was not the equitable assignee of an interest therein.
Second—That the plaintiff had a legal right to compromise the claim and dismiss the action without the consent of his attorney.
Third—That the petition for leave to continue the case was properly denied.
—Elliott, J.

Monroe E. Wallace, appellant, vs. The Mutual Benefit Life Insurance company et al., respondents.
Syllabus: A. effected a twenty-year endowment policy of insurance upon his life, payable in the event of his death within twenty years to B, his wife, but if he lived, to himself at the end of the twenty years. If B died before the death of A, within the twenty years, the policy was payable to the personal representatives of A.
During the pendency of divorce proceedings the parties signed a contract by which A agreed that if a divorce was granted to B, the court might award her certain specified property as alimony, and B agreed to relinquish to the defendant all claim to any of defendant's property arising out of the relation of husband and wife.
The divorce was granted, and in an action by A to compel B to relinquish her interest in the insurance policy, held:
(1) That B acquired a vested interest in the policy which was not divested by the decree of divorce.
(2) That her interest in the policy is her separate property and not affected by the contract.
Order affirmed.
—Elliott, J.

SHOE SALE

New Store's Gigantic Receiver's Sale of Footwear

has been a profitable factor for our many customers; thousands of pairs of shoes carried away at a mere fraction of original cost of material. To double the amount of interest as well as sales, Every Pair of Shoes in the House Reduced (except Queen Quality). This second reduction in price of footwear is something of serious consideration to every family in the Twin Cities.

SUPPLY YOUR WANTS NOW

Women's good storm rubbers, 60c, at.....	46c	Women's best storm overshoes, \$1, at.....	69c	Women's \$4 and \$5 shoes, extra special.....	\$2.79	Men's good rubbers, roll edge, \$1, at.....	69c	Misses' and Children's storm rubbers, 50c, at.....	29c
Women's extra fine kid shoes to \$3, at.....	\$1.69	Women's \$3 fine shoes, many styles.....	\$2.20	Misses' and Children's shoes, big and little sizes, to \$1.50, at.....	59c	Men's shoes, big assortment, to \$3.50, at.....	\$1.98	Women's \$75c storm overshoes.....	59c
Women's seven-button Over garters.....	12c	Women's felt Romeoos to \$1, at.....	52c	Misses' and Children's good shoes, to \$1.75, at.....	98c	Men's \$3.00, \$3.50 and \$4.00 shoes, many styles.....	\$2.69	Women's \$85c, at.....	59c
Women's felt shoes to \$1.75, at.....	98c	Misses' and Children's 75c storm overshoes.....	59c	Misses' and Children's Children's Shoes, 79c, 69c, 39c, at.....	9c	Men's gum overshoes, one buckle, worth \$1.75, at.....	\$1.19	Women's felt shoes, 89c, at.....	39c
Women's felt shoes, 100 styles, value to \$3.00, \$1.00 kind.....	52c	Women's pretty felt Romeoos, 100 styles, value to \$3.00, at.....	98c	Men's good calf shoes, \$1.25, \$1.50 and \$1.75, at.....	89c	Men's storm overshoes, \$1.50, at.....	98c	Women's felt shoes, \$1.00 kind.....	52c

AMERICAN LINE

PLYMOUTH—CHERBOURG—SOUTHAMPTON. Philadelphia—Quebec—Liverpool.

ATLANTIC TRANSPORT LINE

NEW YORK-LONDON DIRECT.

DOMINION LINE

MONTREAL—LIVERPOOL—SHORT SEA PASSENGER.

RED STAR LINE

ANTWERP—DUNKERQUE—PARIS.

WHITE STAR LINE

NEW YORK—QUEENSTOWN—LIVERPOOL. BOSTON—QUEENSTOWN—LIVERPOOL.

THE MEDITERRANEAN AZORFA

CELTIC (20,000 tons) Jan. 6, 2:30 p.m.; Feb. 17, 12:00 p.m.; Mar. 30, 3 p.m.; Apr. 10, 3 p.m.; May 23, 3 p.m.; Jun. 4, 3 p.m.; Jul. 17, 3 p.m.; Aug. 31, 3 p.m.; Sep. 14, 3 p.m.; Oct. 27, 3 p.m.; Nov. 10, 3 p.m.; Dec. 24, 3 p.m.

KANSAS RANGES for SALE

With grass growing on the hills and alfalfa on the bottom lands, a Kansas ranch is a sure thing. Write us for prices. NINETEEN BROS., 122 North Santa Fe, Salina, Kansas.

The art of writing a good Journal want ad consists in thinking out all the leading points the reader will want to know and stating them for him. Don't try to make your want ad too short, or you will lose many of the most desirable answers.

THE ONLY Infants' Food receiving the GRAND PRIZE at St. Louis, 1904. Gold Medal, Highest Award, Portland, Ore. 1905.

MELLIN'S FOOD CO., BOSTON, MASS.

THE North American

"The good of the old, the Best of the new methods."

A CONNECTION WITH THE Postal Telegraph-Cable Co.

Beach's Glycerine Hand Soap

All Grocers
MADE BY JAMES BEACH & SONS, Dubuque, Iowa
Makers of the Famous "Peach Soap"

Beach's Glycerine Hand Soap will do more to keep your hands soft and white, and to prevent chapped hands than any soap on the market. It keeps the pores open—removes the dead cuticle, and at the same time, takes off all grease and grime. Try it.

Journal want ads tell your "wants" to the family circle after the day's work is over and when people are in a receptive mood. Only 1c a word.