Worthington Advance

PUBLISHED THURSDAYS

—AT—

Worthington, Nobles County, Minn.

TERMS:—Two dollars a year. One dollar for six months. Fifty cents for three months.

The Old, Established, Official County Paper.

ROBERT McCUNE, Editor and Proprietor.

The Worthington Advance.

FREE THOUGHT FREE SPEECH AND A FREE PRESS.

VOL. XX. WORTHINGTON, NOBLES COUNTY, MINNESOTA THURSDAY, MAY 5, 1892. NO. 38.

THE ADVANCE

THE OLDEST & BEST ESTABLISHED Newspaper in Nobles County, AND THE BEST ADVERTISING MEDIUM IN THE COUNTY.

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WORTHINGTON, MINN. MAY 5, 1892.

LIQUOR CASES.

A very general desire has been expressed to learn all there is to know concerning the late decision of our Supreme Court in the suits begun by the Sioux City and St. Paul Railroad company, against Laurence Singer and Anna Davis to forfeit the title to the two lots on which are the two saloons in Worthington. As this clause is in all of the deeds made by this railroad company from St. James through to LeMars on the main line and on all of the branch lines, and as much misapprehension is abroad about the facts we have, this week, published the argument used before the Supreme Court by the Railroad company and the decision of the Supreme Court. From these two our readers will be enabled to see just what the controversy is, and how far the courts have sustained the company.

ARGUMENT.

The condition in the deed from the Railroad Company to Highley is as follows:

"This conveyance is made and accepted on the express condition, that intoxicating liquors shall never be sold or vended, as a beverage, to be drunk on the premises; and if the same is done habitually, with the knowledge and consent of the owner, this instrument shall be void."

In construing this condition, we should bear in mind that it is not the mere sale of liquors that is interdicted. Under the condition the lot may be devoted to the sole use of selling liquors. And liquors, if not sold as a beverage, may be sold to be drunk on the premises. And liquors may be sold as a beverage, to be drunk on the premises, provided the same is not habitually done. Many similar conditions passed upon by the courts, prohibit the sale of liquors, in any quantity, for any purpose, and under any circumstances. This does not. Commercial sales are not touched; and the sale of liquors on these premises is not touched.

It is the *habitual* sale of intoxicating liquors, *as a beverage, to be drunk on the premises,* that is interdicted.

It is a business that is interdicted The business forbidden is that of a "tippling shop" or "saloon."' It is true that the "habitual" sale of liquors as a "beverage" and the drinking of the same "on the premises" as it is bought, are the foundation features of the saloon or tippling shop, but it is also true that these are not the only features, directly and certainly, connected with the "business." It is true, that if the drinking on the premises vanishes, the business of the saloon, ordinarily, vanishes. But it is not true that these objectionable features of the saloon consist solely of a person standing at the bar in the act of drinking the liquor. There are many objectionable, unpleasant, harmful and injurious features connected with the "business" that do not depend on the fact that some customer is actually engaged, with the bar tender, transacting "business" over the counter, by buying and drinking. A soap factory, a slaughter yard, the buying and shipping of hides and skins, are as objectionable, as neighbors, when no business is actually going on, as when it is in full blast. The difference, any way, is in the degree only.

We, therefore, insist that, in construing this condition, and endeavoring to arrive at the "intentions" of the parties, and "some good reason for the insertion of this condition in this deed to Highley," we must not shut our eyes and ears to everything connected with the "business" of habitually selling liquors on these lots, as a beverage, and the drinking of such liquors on the premises, as a beverage, save the bare pouring of the liquor by the gentlemanly bar tender, and the drinking of it by the equally gentlemanly customer. We have the right to tear down the blinds and to open the doors, and to hear and to see all that goes on in the room, not only while sales are actually being made, but during the times when there is a lull in the "business." We may follow the customer to his home, or to the police court, or to the prison. We may inquire of the wife and of the children. We may inquire of the home-seeker why he did not settle down near the "business." We may inquire of the banker or the merchant why his business was neglected, or why there was a shortage in his money. We may follow the railway employe to his train, and watch it until we witness the wreck.

The condition in the deed is valid; and it runs with the land; and it affects its use, and the purpose to which it may be put; and on the breach of the condition, the instrument becomes absolutely void.

Chapter 45, Section 46, of Gen. Stat. 1878, was in force when this deed was made. It reads:

"When any conditions annexed to a grant, or conveyance of lands, are merely nominal, and evince no intention of actual and substantial benefit to whom, or in whose favor they are to be performed, they may be wholly disregarded; and a failure to perform the same shall, in no case, operate as a forfeiture of the lands conveyed subject thereto."

A corresponding clause is found in Chap. 44, Sec. 46, and reads as follows;

"When the conditions annexed to a power are merely nominal, and evince no intention of actual benefit to the party to whom, or in whose favor they are to be performed, they may be wholly disregarded in the execution of the power."

The word "evince" is defined by Webster to mean: "To show in a clear manner; to prove beyond any reasonable doubt; to manifest." Manifest, when it occurs in a document, or statute, is defined by the courts to mean:

Something that is apparent by an examination of the document; needing no evidence to make it more clear. That which is open, palpable, and I might add, incontrovertible. It is synonymous with evident visible, plain, obvious to the understanding from an examination of the roll or document; or at most only requiring a mathematical calculation to demonstrate it.

In the matter of Hermance, 71 N. Y, 481, 486, the court says: That the errors which are "manifest" and spoken of in the statute, are not such as have to be established by extrinsic evidence, aside from the document.

The statute does not require that the condition, in order to be valid, should, on its face, "save some actual and substantial benefit to the original grantor." The statute does not confine this actual benefit to the increased value of other property that the grantor may own. The statute is very far from determining that the grantee should not lose his title "unless the non-performance of the condition violated some actual and substantial benefit to the grantor."

The instrument and the conditon in it are free from ambiguity, and are to be construed by the court. Thus construed, there is but one question for the court to decide: Does the condition, on its face, show that it is "merely nominal," and does the condition on its face, clearly, obviously, beyond a reasonable doubt, incontrovertibly, and needing no evidence to make it more clear, show that there was *not* an *intention* of actual and substantial benefit?

If the court can not say, from the condition itself, that there was, plainly, and without question, *no intention* that any actual or substantial benefit should, or could ever come, from the fulfillment of the condition, then this condition must stand and be enforced.

It is the lack of intention, shown on the face of the instrument, that the statute declares shall invalidate the condition,

The intent or lack of intent must be sought for, as of the time when the contract was made.

All the evidence is: that the plaintiff was a railroad corporation that it owned and platted the town site of Worthington, and recorded such plat in the office of the register of deeds; that it, soon after, made the deed to Highley of these two lots and containing this condition. Was the condition "merely nominal," and did it evince, at the time, no intention of any actual and substantial benefit?

Judge Cooley, in passing on a condition like this, save that it wholly interdicted the sale, or the keeping for sale, of liquors in any quantity, or for any purpose, says: "The condition in this case is simple and unambiguous, and no construction is suggested that would defeat it." * * * * and after quoting at length from Plumb vs. Tubbs, 41 N. Y., he adds: "The condition in the case was far from being nominal," And it is palpable that he reaches this conclusion from the instrument itself, and without taking into consideration on this head, any evidence aside from the instrument.

In Plumb vs Tubbs, 41 N. Y., 442, the condition was against the sale as a beverage. The court says: "The grantor evidently belonged to that class of men who considered the habitual use of intoxicating liquors as a serious evil. He was the owner of a tract of land, which I *infer*, from the case, he purposed to have formed into a village, by the sale of lots to individuals, who should build upon them. This would give his property the advantage of the enhanced price resulting from such improvement. * * It was his *opinion* as we may *infer* from his *restrictive conveyances*, that intemperance was a social evil from which he desired to protect himself and his family. We may infer, in the same manner, [from his restrictive conveyances,] that he considered his remaining property as more valuable if located in a community where no liquor was sold as a beverage, than where its use was permitted. These views cannot be pronounced unreasonable or absurd. He had the right to hold them, and he had the right to use his property in a manner that would accomplish them. * * * The argument of the grantor is, that the only way to prevent excess is entirely to prevent its use. To accomplish his purpose of preventing intemperance, which he fears may reach his own family; which he apprehends may increase taxation; which he thinks will decrease the value of his remaining property; he determines to adopt a method that must certainly be effective. He imposes a condition that no intoxicating liquors * * shall be sold on the premises. * * Whether this plan be wise or unwise, it is not for us to say. No man is bound to by law to be wise. He has the legal right to be wise, or otherwise, in his own judgment, or as his own caprice may determine."

The relation that the saloon or tippling shop bears to the community in which either exists, and to the individual members of the community, has been, repeatedly, declared by the courts.

"The drinking of intoxicating liquors in a saloon, tends to inflame a riot, and acts of violence, the men who are congregated there, if they are under the excitement of an election day, or any other excitement. Such sales are productive of danger to the public peace."

"A tippling shop, in any particular locality in a village, may affect, injuriously, the health or disturb the peace of the community. The power to decide whether such shop shall or shall not, be established at such given locality, 'is essential to the very life of a city'."

"It is the settled policy of the state, that while it does not interfere with the commercial sale of liquors, it does intervene at the point where the traffic 'directly affects society'; that is, in small quantities to consumers."

"This interference is for the protection of the public health and morals"

"It is a traffic that all civilized communities deem it necessary to place under *special* police regulation."

"It is a business in the same category with many others, in that they may be prohibited, by law, from being carried on in any specific locality.'

"It is a legitimate exercise of power to confine the traffic to given localities, and, therefore, to prohibit it in any specific locality."

"It is a legitimate exercise of power to confine the traffic to given localities, and, therefore, to prohibit it in any specific locality."

"And the violation of the law so confining the sale to given localities, is more than a mere violation of the statute; the act is *contra bonus mores.*"

"There is no doubt of the power of the authorities to decide in what localities of a city, the business of selling intoxicating liquors may be carried on. And if they deem that the 'good order of the city' requires that the traffic be excluded from any specific lot, the power so to do is undoubted."

"Nor can it be doubted by any observing and intelligent person, that the use of intoxicating liquors is the fruitful source of many of the evils that affect society. Pauperism, vice and crime, are the usual concomitants of the unrestrained indulgence of the appetite for strong drink. Impoverishment of families, the imposition of public burdens, insecurity of life and property, are consequent upon the evils of intemperance. * * * The legislature may not only regulate, but it may prohibit."

"It is not necessary, in order to justify the exercise of this power, * * * to array the appalling statistics of misery, and pauperism, which have their origin in this traffic. * * * Not only may the State prohibit, but the power is a "law of nature, and is possessed by man in his individual capacity. He may resist that which does him harm, whether he be assailed by an assassin, or approached by poison."

It will be seen that the courts have borne no uncertain testimony on this subject. The Judges who wrote these opinions did not forget the procession of the thousands who daily march from the saloons to the drunkard's grave. It was never imagined that the clauses in the statutes, fixing limits within which liquors should not be sold, were 'merely nominal' and evinced no intention on the part of the law makers, of any actual and substantial benefit to the community.

Sales of liquor as a beverage, means sales of liquor to be drunk for the mere pleasure of drinking.

It is the "habitual" doing of this, on these premises, when the liquor, so sold, is to be drunk on the premises, that is forbidden. It is the traffic in its most objectionable features that is forbidden.

It is a traffic, that when its accompaniments and its results are considered, does "offend the lofty moral sense" of all persons, whether individuals or whether "corporations," except only those who are engaged in it either as proprietors of the business or as customers of the business.

We submit, that the condition is not, on its face, merely nominal, and that it does not, on its face evince, (show clearly and obviously, and beyond reasonable doubt,) that there was *not any intention* of any actual and substantial benefit, in the minds of the parties.

It is not needed that the plaintiff be the owner of other property in the village when this suit was brought. There is no finding that it did not, in fact, own other property in the village, but we claim that it is immaterial, one way or the other.

There are such conditions recorded in the books that are plainly nominal, yet they have been enforced in the absence of a statute like that quoted above, such as a condition that an estate shall be forfeited unless the grantee pay three ears of red corn to the grantor on each New Year's day; or unless the grantee pay three fat fowls on each Christmas day; or unless the grantee render two days service, each year, with a carriage and horses, to the grantor, etc. Such conditions are, on their face, merely nominal, and do show, beyond reasonable doubt, that there was no intention on the part of either grantor or grantee that any actual and substantial benefit should result from the fulfillment of the condition, to any one. We can see that no more than a nominal money value can be attached to the performance of such conditions, and it is difficult to conceive of what benefit—aside from the money value—such conditions could confer, and more difficult yet to conceive how any substantial benefit of any kind could flow from the perfect performance of the conditions.

But the condition here is quite different. While it is easy to see that the grantor may have intended to receive a money value from the fulfillment of the condition, that is a small part of the benefit that one might reasonably intend to receive. All the "benefit" that one may receive in this world is not wrapped up in the increased value of town lots. If one owned a farm on which his wife and children were buried, and he should sell it with the condition in the deed, that the enclosure around these graves should not be destroyed, on pain of a forfeiture of the estate, and the grantor should plow up the enclosure and plant the ground, or erect his stable or hog pen over the spot, it would be difficult to find a court who would declare that such condition, on its face was "'merely nominal' and evinced no *intention* on the part of the grantor of any actual and substantial benefit to him." It would be more difficult yet to induce a court to enquire whether the grantor owned any land in that locality, and whether it would be increased in value by the performance of that condition.

This action is brought to enforce the forfeiture as to twenty-four feet only of the two lots that were originally sold to Highley. The other one hundred and twenty-six feet front of these lots are covered by the same condition. The plaintiff only can enforce the condition. As is well said *Gray vs Blanchard, supra*, the other owners of these lots are entitled to have this condition observed, and justice to them requires that the grantor exact the performance of the condition by Singer, of his twenty-four feet of these lots.

The fact that this railroad company owned and operated a railroad through Nobles county and from St. James to the state line, is part of the public history of this county and state, and is embalmed in numerous decisions of this court. It has become as much a part of the geography of the state as the Mississippi, or Minnesota river. All courts know, what all the world knows, that railroads employ a great number of men; that it is essential that these men be sober men; that it is essential that the temptation of the saloon and the tippling shop be removed, as much as possible, from these men. If it be said that is part of the common knowledge of all the people of the state that this railroad company no longer operates this road itself, but that another railway company does it, we answer, that the plaintiff, being the only one that can enforce the clause, has the moral and legal right so to do, and it is its duty so to do, to protect the company that now runs the road.

Again, when this condition was made and as the record shows, it is true today, intoxicating liquors could not be sold, as a beverage, under any circumstances, in Worthington. No license could be obtained for such sales. A condition in a deed, that the grantee shall not, habitually, break the law of the land on the premises, can not be termed "merely nominal," nor can it be said that the grantor could not reap any actual and substantial benefit from the observance of the law, and much less can it be said that such a condition clearly shows, and beyond doubt, that the grantee never even had any "intention" that he should reap any actual and substantial benefit from the condition. It is an axiom, that every one reaps an actual and substantial benefit in the observance of the laws of the land, by himself, and by every other citizen.

OPINION OF THE SUPREME COURT.

SUPREME COURT—STATE OF MINNESOTA.
OCTOBER TERM A. D. 1891.

SIOUX CITY & ST. PAUL RAILROAD COMPANY, Appellant,
vs.
LAWRENCE SINGER, et al., Respondents.

This is an action of ejectment. The facts of the case are as follows:

The premises consist of parts of two lots in the Village of Worthington. In 1872 the plaintiff, then the owner of the land, conveyed it by deed, which was then recorded, and which embraced this condition: "This conveyance is made and accepted on the express condition that intoxicating liquors shall never be sold or vended, as a beverage, to be drunk on the premises, and if the same is so done, habitually, with the knowledge and consent of the owner, this instrument shall be void." Through several intermediate conveyances the land passed by conveyance to the defendant Singer in 1883; and ever since that time intoxicating liquors have been habitually sold, to be drunk on these premises, with his knowledge and consent. Judgment was directed and entered for the defendants, the provisions of section 46, ch. 45, Gen. Stat. 1878 being regarded as applicable to and controlling the decision of the case. This section is as follows:

When any conditions annexed to a grant or conveyance of lands are merely nominal, and evince no intention of actual or substantial benefit to the party to whom or in whose favor they are to be performed, they may be wholly disregarded, and a failure to perform the same shall in no case operate as a forfeiture of the lands conveyed subject thereto."

The findings of the court do not show whether or not the plaintiff has or ever had any special interest in the enforcement of the condition, by reason of its ownership of other lands or for any other reason. The absence of any finding concerning that matter is explained in the memorandum of the judges, filed with their decision, where it is stated that there was no evidence upon the subject.

The language of the above recited clause in the deed is such, that it must be regarded, if valid, as a condition subsequent, the breach of which would work a forfeiture of the estate granted. It is the language of a condition, and not of a covenant. There is no uncertainty or ambiguity in its meaning, no room for construing it to be anything different from what it is declared to be, a *condition* upon which the estate is granted. Nor is the condition repugnant to the estate conveyed. The authorities to be hereafter cited are applicable here. See also Farnham vs. Thompson, 34 Minn. 330, 337.

It is well settled that an owner of lands may annex such a condition as this to his conveyance, even of the fee, at least if he has any special and substantial interest in the enforcement of the condition. Plumb vs. Tubbs, 41 N. Y. (2 Hand) 442. Cowell vs. Springs Co. 100 U. S. 55; Smith vs. Barrie. 56 Mich., 314; Collins Man'f'g Co. vs. Marcy, 25 Conn., 242; O Brien vs. Wetherell, 14 Kan., 616; Gray vs. Blanchard, 8 Pick. 284, and see Pepin County vs. Prindle, 61 Wis. 301. Whether such a condition should be deemed void, upon grounds of public policy, if it should appear that the grantor had no such interest, we do not decide. Upon the face of the deed nothing appears which could render void the express condition upon which the conveyance is made and accepted. A grantor may, at least under some circumstances, effectually impose such a condition upon the conveyance of the estate, and it is not necessary, in order to make *prima facie* valid the condition expressed in the deed, that the deed shall set forth or recite the peculiar facts which may legally justify the grantor in annexing the condition to the grant. On its face the condition is effectual. It attends and qualifies the grant. The estate is conveyed and accepted in terms subject to it. If this condition is to be avoided, because in the particular case the circumstances of the grantor were not such as to authorize him thus to restrict or qualify the conveyance of his estate, it can be only upon affirmative proof of the fact relied upon for that purpose. If not thus avoided the deed must have effect according to its terms, to which the parties have assented.

The statute above recited does not, in our opinion, qualify these propositions. Its language is, "*When any conditions* annexed to a grant or conveyance of lands *are merely nominal*, and evince no intention of actual or substantial benefit," &c., they may be disregarded. This has no relation to the subject or burden of proof, where evidence may be necessary to disclose the fact, but to the *fact itself*, either as evinced by the deed, where upon its face the condition is obviously of no real beneficial nature, or where, the deed not disclosing the fact to be so, it is made apparent by extraneous proof. The words "evince no intention" mean, evince *an absence of* intention. It may be apparent from the very nature of the condition that it was not intended to confer or reserve any real benefit to the grantor or any other person. Such, for instance, would be a condition, annexed to the granting of a fee, that the grantee should yearly deliver an ear of corn to the grantor, or render any specified but unsubstantial service. To such a case the statute would apply. Again, a condition may be such that proof beyond the deed itself would be necessary to disclose the fact whether the expressed condition was or was not substantially beneficial. We will suppose that the owner of a lot conveys it with the express condition that no building shall be erected on it for a period of ten years. It can not be said from its terms that this condition was not reasonably intended to be, or that it was not, actually beneficial to the grantor. To such a case, no more being shown, the the statute is not applicable. The court can not declare the condition to be "merely nominal" and to "evince no intention of actual or substantial benefit." It requires that the court be further informed, as to facts not disclosed by the deed, before it can declare the condition to be of no legal effect. If the grantor should be found to own adjoining lands which were so improved that the erection of a building upon the granted lot would seriously impair their value and usefulness, the condition would without doubt be valid. On the other hand the grantee, to defeat the condition might show that the grantor had no actual or prospective interest in the adjoining premises, and was in no manner concerned in them or their use, and that they were unimproved He might thus show himself entitled to the benefit of the statute, If indeed the statute confers any benefit beyond what the common law would give. We think that the court erred in disregarding the condition in the absence of any proof that the plaintiff had no special interest in the observance of the condition. We have not overlooked the case of Barrie vs. Smith, 47 Mich. 130, but upon this point we must decline to follow it.

The condition upon which the estate was originally granted attended it through the several succeeding conveyances. The successive purchasers bought with constructive notice of it.

If by reason of the breach of the condition subsequent the plaintiff had a right to re-enter it was not necessary that the common law ceremony of a re-entry be performed, as a condition precedent to the prosecution of an action to recover the possession of the property. Plumb vs. Stubbs, *supra*; Cornelius vs. Ivins, 2 Dutch. 376; Ruth vs. Rock Island 97 U. S. 693; Lessee of Rugge vs. Ellis, 1 Bay 107,111, and see Adams on Ejectment, 10. Whatever necessity there may have anciently been for such a proceeding the reason for it ceased with the disappearance of the fraction and devices resorted to, upon which to found the action of ejectment. Judgment reversed. DICKINSON, J.

Threshers! Binders! Mowers!

Minnesota Chief Threshers,
Aultman & Taylor Threshers,
Champion Binders & Mowers,
Osborne Binders & Mowers,
Standard Mowers, Etc.

Wagons, Buggies, Carts, Plows, Harrows, Corn Tools, Hay Rakes.

H. C. Shepard, Worthington, Minn.

LOOK HERE!

Loveless & Dessem, blacksmiths have removed back of the McManus barn. They are now ready to do all kinds of blacksmithing on short notice, and in the best manner. 36-tf

ATTENTION, SOLDIERS!

A Camp Fire will be given by the W. R. C. Saturday evening, May 7th, at G. A. R. Hall. E. BRANT, Pres. W. R. C.

FOR SALE.

Good Wheat and Flax Seed thoroughly cleaned and free from mustard. 37t3 DR. G. O. MOORE.

TESTIMONIALS

Of Fire and Marine Insurance company, of St. Paul, Minn., and agent M. E. Foley, of Adrian.

ADRIAN, Minn., May 2, 1892.

Had crops insured against hail last year with M. E. Foley (of this place) in the Fire and Marine Insurance company of St. Paul, Minn. The hail storm destroyed my crop to a great extent. I notified agent Foley of the fact and he settled the loss at once and I received my money in a few days. You can't afford to run your own risk when said agent and company can fix you in that line and at a nominal cost, therefore, placing you in a position whereby you are enabled to maintain a human existence for yourself and family without being compelled to mortgage your farms should your crops or other property be destroyed as mine was. If you insure with Foley you are sure to get your money promptly if you meet with loss by hail, fire or tornado. I was so well pleased that I insured again with him. Yours truly,

JOE MEIER.

Adrian, Minn., April 10, 1892.

I would not live without it. What is it, do you ask? An insurance with M. E. Foley, of Adrian, Minn. Had my crop insured last year with him in the Fire and Marine insurance company of St. Paul, and when the hail damaged my crop, said agent adjusted the loss and I received my money at once. Insure your crops as I did. The company and agent are the best on earth. Profit by my experience, for you can not afford to take any chances. Insure at once. Yours truly,

JACOB SMALLEY.

Ewington Tp., Jackson Co., May 3, 1892.

As the idea came to my mind I feel that it is my duty to give vent to my feelings and experience on this subject and trust that my advice will be beneficial to those who read and heed what I say. When advised and persuaded by M. E. Foley, of Adrian, I submitted and reaped the benefits even though I did not reap my crop. What do you suppose he wanted me to do last year? Why, to insure my crop with him in the Fire and Marine insurance company of St. Paul. I did so, and in a short time thereafter my crop was destroyed by hail. Agent Foley settled my loss and I received my money in prompt order. I advise all my brother farmers to insure with said agent and company. Don't think that you can be the insurer of your own property. You may ask, why not? Simply because if you can exist under the embarrassment caused by a loss, you are better equipped to do so if you are insured with the above named company and agent. Easier to pay a few dollars for an insurance and be secure. I can't afford neither will I try to live happy without it. Yours truly,

W. C. BARTON.

DON'T MISS IT!—$1000 REWARD!

The following facts and figures show losses paid and names of satisfied patrons of St. Paul Fire and Marine Insurance Company and adjustments made by M. E. FOLEY of Adrian, Minn.:

F. J. Porter, Adrian, Minn.		$270 00
J. V. Hynes " "		16 00
M. Lavine, Worthington,		128 00
Alex. Baker, Avoca,		1470 00
Fred Telschow, Adrian,		25 00
Wm. Donnelly, Currie,		68 00
H. S. Porter, Fulda,		59 10
P. Anton, Worthington,		300 00
John Kilsa, Rushmore,		400 00
Jas. F. Crosby, Currie,		128 00
Wm. McCord, Adrian,		20 00
G. H. Toby, Worthington,		25 00
Hans Hanson, Brewster,		368 00
J. T. McKnight, Adrian,	about	250 00
C. C. Whitney, Worthington,		640 00
Jas. Fitzpatrick, Avoca,	about	450 00
Andrew Gallaher, Avoca,		100 00
A. H. Peverill, Brewster,	about	250 00
Hans Halvorsen, Adrian,		515 00
Ferdinand Lenz, "		38 00
Phillip Ewy, Avoca,		78 00
Jacob Smalley, Adrian,		200 00
Joe Meier, "	about	348 00
C. B. Handy, Dundee,		20 00
John Courtney, Fulda,		186 00
W. C. Barton, Worthington,		235 00
John Nelson, Currant Lake Murray Co.		108 00
Sam. Nelson, Bushmore,		25 00
Wm. Wigham, Adrian,		17 00
Wm. Gessner, Heron Lake,		110 00
Jens Nelson, Hadley,		68 00
Total,		9014 00
Sundry losses not itemized,		1857 00
Grand Total paid on farm losses in M. E. Foley's district within few years,		10871 00

The above named company and agent are yet in the field soliciting your patronage and just as willing to adjust your loss (if you should meet with any) as they have done, and should you prefer to place your hail insurance in other companies, M. E. Foley can do so in the Alliance Hail Insurance company, also the Montevido Farmers Hail Insurance company, of Montevidio Minn. Ten thousand dollars reward paid to the person who pays to M. E. Foley the above mentioned sum paid on farm losses by Fire and Marine Insurance company of St. Paul.

HOUSEKEEPING.

The housekeeper who is on her feet from morn till night, and who has so many things to worry and perplex her, will be better able to perform the duties which devolve upon her, by taking Ayer's Sarsaparilla, the superior medicine. It quickens the appetite, aids digestion, imparts the vigor of health to the weak and nerveless, cures others, will cure you.

DON'T GRUNT.

About your feet hurting you, when Chryso Corn Cure will cure corns, bunions, etc. Every bottle warranted at Warren & Humiston's. apr

DR. PRICE'S Cream Baking Powder.

Used in Millions of Homes—40 Years the Standard.

More New Buildings Will probably be erected in Worthington this season than ever before in any one season. The lots in Clary Addition are large, many of them containing 18,377 square ft. They can be bought on very reasonable terms.

If you haven't sufficient money to build with we will loan you some and let you pay in monthly payments. Many a man can get a home in this way that could not in any other. Come in and talk the matter over with us.

Do you want to borrow money on good security? The Minnesota Loan & Investment Company has never yet refused a desirable loan for lack of funds. Its capital of $100,000 and deposits of $350,000 together with its eastern connections enable it to handle all choice loans promptly and readily. If you borrow of them you can pay your interest here at home instead of sending it away.

Interest at 5 per cent. paid on Certificates of Deposit if funds are left three months or longer, with privilege of withdrawing funds any day.

Do you want fire or life insurance? The Minnesota Loan & Investment Company has the agency of some of the best companies in the world.

Do you wish an abstract of title? The Minnesota Loan & Investment Company gets them up promptly, neatly and correctly.

Whether you want to borrow money, buy a farm, or secure a home, call on

Minnesota Loan & Investment Co., Worthington, Nobles Co., Minn.

Geo. D. Dayton, President.
Geo. O. Moore, Secretary.

Moeller & Diehn,

—DEALERS IN—

GENERAL MERCHANDISE,

Lumber, Coal, Grain, and Live Stock.

ROUND LAKE, NOBLES CO., MINN.

Furniture,
Carpets,
Window Shades,
Sewing Machines,
Organs,
Etc., Etc.

My stock of goods in these lines is larger than ever,

And I am ready to compare prices with any dealer in any place.

H. M. Palm.

City Meat Market

FRESH and SALT

MEATS

Always on hand as

Cheap as the Cheapest.

MEAT cut and put up in best style.
CASH paid for Hides and Pelts.
STOCK bought and sold.

SCHUNEMAN & CHESTNUT.

(Successor to J. F. Boardman.) 36

Diamond Oil Liniment

Will purify the blood and cure the following complaints if they have not already become chronic, and in chronic cases give great relief:

BRONCHITIS, CROUP, RHEUMATISM, LA GRIPPE, STIFF NECK, PAINS IN BACK, PILES (Blind and Bleeding), ERYSIPELAS, SALT RHEUM, INFLAMMATION OF THE BLADDER AND KIDNEYS, AND SORE THROAT.

For Healing Burns, Bruises and Swellings, this Liniment has no equal.

For sale by all Dealers.

Shiloh's Vitalizer is what you need for constipation, loss of appetite, dizziness, and all symptoms of dyspepsia. Price 10 and 75 cents per bottle. Sold by C. H. Babcock. a

Call and examine our stock of oak lumber. AZOM FORBES.

C. P. SHEPARD,

BOOTS
BOOTS
SHOES
SHOES
HARNESS
HARNESS
SADDLES
SADDLES
ROBES
ROBES
BLANKETS
BLANKETS
TRUNKs
TRUNKS
VALISEs
VALISES

Boots, Shoes and harness repaired or made to order

SUNDAY SCHOOL CONVENTION.

A County and District convention will be held at Slayton, beginning June 21, the first day will be occupied by the Murray county association and the rest of the time will be devoted to the district organization.

GEO. BROWNING, Pres. Murray County.

Always on Time.

There is no line so handsomely equipped to Through Passenger Service as "The Northwestern Line,"—C., St. P., M. & O. R'y—and the Minneapolis, St. Paul and Chicago trains over this line have a better record for reaching either end of their run "on time" than those of any other line in the country.

THE

All well posted travelers between the Twin Cities and Chicago take this line—particularly favoring the "Vestibule Limited," which carries the finest sleeping cars and coaches ever built, and also all classes of passengers, without extra fares. On the Lake Superior portion of the line, between Minneapolis, St. Paul & Duluth, and St. Paul & Ashland, Pullman sleepers are run on night trains, and parlor cars on day trains.

NORTHWESTERN.

Pullman sleepers are also run through between Duluth, Superior and Chicago. Fast through trains are also run between Minneapolis, St. Paul and Kansas City, via Sioux City, with through Pullman sleepers St. Paul to Omaha and Kansas City. Dining cars are run on all through trains over this line between Minneapolis, St. Paul and Chicago, and between St Paul and Kansas City. Besides being the best

LINE

between these principal cities, the Chicago & Northwestern system of lines composed of the Chicago, St. Paul, Minneapolis & Omaha, Chicago and Northwestern and Fremont, Elkhorn & Mo. Valley R'ys—(all advertised as "The Northwestern Line,") traverses a rich and populous country and offers the quickest means of reaching all the large towns or villages in the territory intersected by it. Before selecting a route, travelers should get a folder, with map of this line, and they will quickly see the advantages offered. All particulars, with maps and time tables, may be obtained at any station or write direct to

T. W. TEASDALE,
Gen'l Passenger Agent, St. Paul.

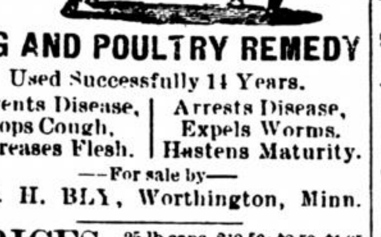
RECIPROCITY.

Try it on your hogs by feeding Dr. Haas' Hog Remedy, and the

Hogs Will Reciprocate

by keeping healthy, taking on flesh rapidly, and at least cost.

DR. JOS. HAAS'



HOG AND POULTRY REMEDY

Used Successfully 14 Years.

Prevents Disease, Stops Cough, Increases Flesh.	Arrests Disease, Expels Worms, Hastens Maturity.

—For sale by—
JAS. H. BLY, Worthington, Minn.

PRICES: 25 lb cans, $12.50; $2.50, $1.25 and 50c. a package. Largest are cheapest.

Orders by mail receive prompt attention.

Write for circular. Send 2c. stamp for "Hogology," a 64-page pamplet on swine. Mention this paper.

JOS. HAAS, V. S.,
42m7 Indianapolis, Ind.

Do Not Be MISTAKEN.

LOWE'S Oyster Bay
—AND—
Original Joe Restaurant,

Is one and the same place, and the Original Joe is on deck to serve his old time friends and as many new ones as will give him the pleasure of doing so, with

MEALS and LUNCHES,

Oranges & Lemons, Sardines, Salmon, Lobsters, Crabs, Canned Fruit of all kinds. Fine Cheese a specialty for Lunches.

TOBACCO,

Chewing and Smoking, all grades to the very finest, ask to see them, and use our cigars before and after eating. The celebrated "Tiger" Brand has no equal as a 5c. cigar.

Our Bread Department

Is full, and we ask the very closest inspection as to quality and price.

When you want anything, see if we have it. Fruit and vegetables every day. Call and see us at the

OYSTER BAY RESTAURANT.

MUNN & CO. SCIENTIFIC AMERICAN AGENCY for PATENTS

A pamphlet of information and abstract of the laws, showing How to Obtain Patents, Caveats, Trade Marks, Copyrights, sent free. Address MUNN & CO. 361 Broadway, New York.

Lightest Running, STRONGEST, Best Finished, Most Durable Wagon is the

RUSHFORD

"GOOD TIMBER and BONE DRY."

Our own pattern—CAST SKEIN AND STEEL SKEIN—are BEST made. The Tubular Axles give perfect satisfaction.

Our "EVERYBODY'S WAGON" meets everybody's want.

Farm Wagons, Spring Wagons, Drays, Carts, Buggies.

Ask our Agent for our goods. If there is no Agent in your town, write us.

Winona Wagon Co., Winona, Minn.
J. D. HUMISTON, Agent.

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OPERATING OVER 1000 Miles of Road

IOWA, MINNESOTA —AND— SOUTH DAKOTA

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Via the Famous Albert Lea Route.

St. Louis, Minneapolis and St. Paul
Via St. Louis, Minneapolis & St. Paul Short Line.

AND

Through Sleepers and Chair Cars

BETWEEN

KANSAS CITY, MINNEAPOLIS AND ST. PAUL, PEORIA, CEDAR RAPIDS AND SIOUX FALLS, DAK.
CHICAGO AND CEDAR RAPIDS
Via the Famous Albert Lea Route.

THE SHORT LINE TO SPIRIT LAKE

The Great Iowa Summer Resort.

For Railway and Hotel Rates, Descriptive Pamphlets and all information, address Gen'l Ticket and Passenger Agent.

FOR CHEAP HOMES

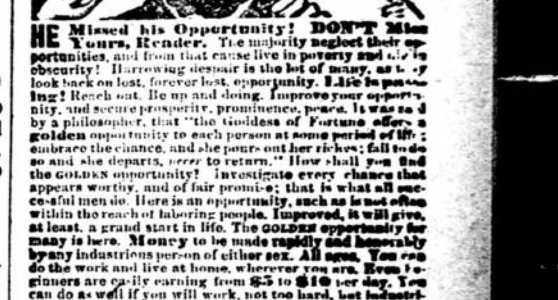
On line of this road in Northwestern Iowa, Southeastern Minnesota and Central Dakota, where drought and crop failures are unknown. Thousands of choice acres of land yet unsold. Local Excursion rates given. For full information as to prices of land and rates of fare, address Gen'l Ticket and Passenger Agent.

All of the Passenger Trains on all Divisions of this Railway are heated by Steam from the engine, and the Main Line Day Passenger Trains are lighted with the Electric Light.

Maps, Time Tables, Through Rates and all information furnished on application to Agents. Tickets on sale over this route at all prominent points in the Union, and by its Agents, to all parts of the United States and Canada.

For announcements of Excursion Rates and local matters of interest, please refer to the local columns of this paper.

C. J. IVES, Pres't & Gen'l Sup't.
J. E. HANNEGAN, Gen'l Tkt. & Pass. Agt.
CEDAR RAPIDS, IOWA.



HE Missed his Opportunity! DON'T Miss Yours, Reader. The majority neglect their opportunities, and from that cause live in poverty and die in obscurity! Harrowing despair is the lot of many, as they look back on lost, forever lost, opportunity. Life is passing! Reach out. Be up and doing. Improve your opportunity, and secure prosperity, prominence, peace. It was said by a philosopher, that "the Goddess of Fortune offers a golden opportunity to each person at some period of life; embrace the chance, and she pours out her riches; fail to do so and she departs, never to return." How shall you find the GOLDEN opportunity? Investigate every chance that appears worthy, and of fair promise; that is what all successful men do. Here is an opportunity, such as is not often within the reach of laboring people. Improved, it will give, at least, a grand start in life. The GOLDEN opportunity for many is here. Money to be made rapidly and honorably by any industrious person of either sex. All ages. You can do the work and live at home, wherever you are. Even beginners are easily earning from $5 to $10 per day. You can do as well if you will work, not too hard, but industriously; and you can increase your income as you go on. You can give spare time only, or all your time to the work. Easy to learn. Capital not required. We start you. All is comparatively new and really wonderful. We instruct and show you how, free. Failure unknown among our workers. No room to explain here. Write and learn all free, by return mail. Unwise to delay. Address at once, H. Hallett & Co., Box 880, Portland, Maine.