TWICE-A-WEEK

PLAIN DEALER

TUESDAY, APRIL 12, 1910.

BY MEAD PUBLISHING CO

Official Paper of City and County

LIBEL ARREST IN SHIP SUBSIDY

SECRETARY OF MERCHANT MARINE LEAGUE IS ACCUSED OF LIBEL

AND INDICTED BY GRAND JURY

Steenerson, Who Started Investigation, Is Complainant.—James T. McCleary Is Witness Before the Inquisitorial Body.

Washington, April 6.—John A. Penton of Cleveland, O., secretary of the Merchant Marine League of the United States, was arrested on an indictment for criminal libel.

Penton accompanied the detectives to the district attorney's office and was released after depositing $500 cash bail. The arrest was made on a secret indictment returned March 30, based on an editorial which appeared on Dec. 1 last in The American Flag, the official organ of the Merchant Marine league.

The liberous statement, according to the indictment, appeared under the heading: "Steenerson Soon to Have a Chance," and read as follows:

"If Congressman Steenerson has any real solicitude for American labor, if he is in truth not throwing dust in the eyes of his constituents by declaiming against coolie labor, he will soon have an opportunity to show his sincerity. If he desires to supplant coolie labor with American labor he may follow President Taft and the loyal members of the Minnesota congressional delegation and vote for such legislation in the next congress as will effectually do away with coolie labor on American ships doing American business."

Continuing under a sub-head, "What Manner of Man is This?" the alleged libelous article reads:

"Is a man fit to hold public office that will deliberately prevert and maliciously falsify that fact connected in any important public question? Is he a safe—a trustworthy man? We hold that he is not—that such a man is dishonest and an enemy to his country and his country's best interests and that he and men like him are constant menaces to American progress at home and abroad. There are not many such in congress but there will always be found a few and the Ninth district of Minnesota has one."

Penton Seeks Counsel.

Penton asked the house investigating committee to postpone his examination until he could obtain counsel from Cleveland.

At the hearing Steenerson caused a stir when he inquired of James T. McCleary of Minnesota, former member of the house and now second assistant postmaster general who also was a witness, if he had not used his privilege to the floor of the house, to urge members to support ship subsidy.

McCleary said that his interest in ship subsidy dated back to the time when he was a member of the house and an official in the postoffice department and had difficulty in getting mail handled in American bottoms. He admitted that he had delivered a number of addresses on the subject of ship subsidy, for which he was paid expense money by the Merchant Marine League of the United States. Once he received $100 for a trip to New Orleans and Birmingham. He said he knew nothing about a paid lobby for ship subsidy.

Wisconsin Primary Law Upheld.

Madison, April 6.—The primary election law of Wisconsin was upheld in an opinion handed down by the supreme court. This is the case in which A. B. Van Alstine, of Outagamie county sought to restrain Secretary of State James A. Frear and State Treasurer A. H. Dahl from auditing and paying warrants for expenditures in accordance with the provisions of the primary election law, alleging that the law was unconstitutional.

Big Mail at Minneapolis.

Minneapolis, April 6.—During March the Minneapolis postoffice handled 305,233 pieces of mail, which was a gain of 30 per cent over March, 1909, when the total was 224,555. The stamp sales for last month were $197,702.57, compared with $60,213.74 for the corresponding month of 1909, a gain of 22.93 per cent.

Democrats Win in Montana.

Helena, April 6.—In the city elections in this state Democratic and Independent candidates were generally successful though party lines were not closely drawn. A majority of the new aldermen in Butte, Missoula, Anaconda and Helena are Democrats.

Nine Killed in Bull Fight Panic.

Mexico City, April 6.—A special from Zacatecas says that nine persons were killed and 20 others injured during a panic in a crowd that was leaving the scene of a bull fight there on Sunday.

Constipation causes headache, nausea, dizziness, languor, heart palpitation. Drastic physics gripe, sicken, weaken the bowels and don't cure. Doan's Regulets act gently and cure constipation. 25 cents. Ask your druggist

EX-GOV. LEE OF S. D. ACCUSED

W. P. NILES, ON TRIAL, INVOLVES ANDREW E. LEE.

Says Former Executive and a Woman Conspire to Ruin His Reputation.

Chicago, April 6.—W. P. Niles, on trial in the United States circuit court on charges of using the mails to defraud, declared that his accusers were in a conspiracy to ruin his reputation and business. He named Andrew E. Lee, former governor of South Dakota, the chief prosecuting witness, and Mrs. W. H. Reese, his own sister-in-law and former stenographer.

He further said that the plot grew out of quarrels between Mrs. Reese and Mrs. Niles. Lee and others contend they lost thousands of dollars through purchases of stock in the Louisiana Sulphur and Development company, promoted by the defendant.

Incident to the trial, the actions of Lee and Mrs. Reese were brought out in an effort to prove that they were in league.

"When you stopped in Chicago last fall you lived for a time at the Palmer House under an assumed name, did you not?" Attorney T. J. Cymms, Niles' counsel, asked Mrs. Reese, when he cross-examined her.

"Yes, I did, upon the advice of my attorney, Charles S. Eaton. I used the name of Mrs. George W. Payne."

"Mr. Lee has been keeping you supplied with money right along, hasn't he?"

"No. Only occasionally, when he has given me money for expenses on account of this case."

Then Lee was called to the stand. "While Mrs. Reese was stopping at the Palmer house under an assumed name, Mr. Lee, you visited her pretty often, did you not?" questioned Symms.

"Only one or twice."

"Who paid her hotel bills?"

"I did."

"And you paid her money, too, didn't you?"

"Yes I paid the bills and paid her money because she was kept out of employment on account of this trouble with Niles."

Lee testified to making monthly payments of $10.

"Haven't you paid her from $30 to $40 a month instead of $10. Isn't it a fact that you paid $10 a week since October at least?"

"I guess I've paid $10 a week most of the time since October."

Lee declared when re-directly examined by Assistant District Attorney Voight, that his wife and Mr. Reese knew all about his associations with Mrs. Reese.

Montana Woman Fined.

Trenton, April 6. — Mrs. Cornelia Woolman, of Helena, Mont., was fined $150 in the United States court here for failure to declare clothing which she had brought with her from a trip abroad. The fine is about equivalent to the value of the goods.

FOR SALE.

The Sisters School buildings at the Church of the Assumption. All those wishing to figure on same, would perfer to have them do so at once. For further information call on Rev. Father Murtagh or Geo. H. Owens, office over First National Bank.

"Had dyspepsia or indigestion for years. No appetite, and what I did eat distressed me terribly. Burdock Blood Bitters cured me."—J. H. Walker, Sunbury, Ohio.

ORIGINAL NOTICE.

In the District Court for Howard County, Iowa.
May Term, 1910.

A. J. Owen, Plaintiff
vs.
Horace E. Eldridge, a widower; Willis J. Eldridge and Jennie R. Eldridge, his wife; Harriet Kennedy and J. Theodore Kennedy, her husband; Lester O. Osborne, a widower; John E. Bruce and Alice K. Bruce, his wife; Frank F. Bruce and Sadie Bruce, his wife; Fred E. Bruce and Winnifred Bruce, his wife; Dora Lathrop and Arthur Lathrop, her husband; Nettie Lathrop and George Lathrop, her husband; Ida Drury and Myron Drury, her husband; Lizzie Shefler and D. L. Shefler, her husband; Burt Osborne and Elizabeth Osborne, his wife; and Edith Osborne, unmarried. Defendants.

To the Defendants above named:—

You are hereby notified that there is now on file in the office of the Clerk of the District Court in and for the County of Howard, State of Iowa, a petition of the Plaintiff above named, claiming of you a decree quieting plaintiff's title to the West Half (w ½) of the Northeast Quarter (ne ¼) of Sec. 15, Twp. 98 Range 12 West of the 5th P. M. and adjudging as against each of the defendants that plaintiff is the absolute owner and that none of said defendants have any claim on or interest therein, and for such other relief as plaintiff is entitled to under his said petition.

And that unless you appear thereto and defend before noon of the second day of the next term of said Court appointed to be held at the Court House in said County, commencing on the 16th day of May 1910, your default will be entered and a judgment rendered against you thereon in accordance with the prayer of said petition.

JOHN McCOOK,
Attorney for Plaintiff.

Boy Had Fits For 6 Years

Best doctors gave him up—cured by DR. A. W. CHASE'S NERVE PILLS

Mrs. J. D. Palmer, 38 Park St., Amsterdam, N. Y., writes: "When six years of age my boy began to have fits. They came on in the night. He would make strange noises, stiffen out, froth at mouth, face would twich and sometimes turned purple. After the fit he could not talk.

"The family physician said all he could do was to keep them down somewhat. The second physician pronounced trouble Jeffersonian epilepsy, but could not cure him. He suffered for six years and before beginning the use of Dr. A. W. Chase's Nerve Pills had three fits in about five days. He has taken seven boxes and has not had the symptom of a fit since beginning this treatment five months ago. His color has greatly improved; he is not nervous and irritable like he used to be, and we consider his cure a most remarkable one."

Dr. A. W. Chase's Nerve Pills fifty cts. a box, all dealers, or Dr. A. W. Chase Medicine Co., Buffalo, N. Y. Portraits and signature of A. W. Chase, M. D., on every box.

For Sale by P. A. Clemmer, Druggist

Home Course In Domestic Science

V.—Some Breakfast Suggestions.

By EDITH G. CHARLTON,
In Charge of Domestic Economy, Iowa State College.

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WHEN one has acquired some knowledge of food materials and what their function is in the body the question that naturally arises is what foods should be combined in order to have a well balanced meal. Without doubt every kind of food has some value in the diet and for some people is a good food. The question is who may eat it, how much should be eaten and when. Personal peculiarities must be taken into consideration in the discussion of food and food values. A safe rule for any person to follow is to avoid any food which disagrees with him. There is always something else that will furnish an equal amount of nourishment and fill all the requirements of food. If cabbage and radishes make you uncomfortable each time you partake of

A DAINTY BREAKFAST.

them, why eat them at all? They are largely water, woody fiber, with some mineral matter and flavoring extracts, and any of these ingredients can be obtained from any other vegetable or fruit and possibly at less cost to the digestive organs.

Then, too, the matter of nourishment and cost should always be considered when planning the meals for a day. When cucumbers, which are more than 90 per cent water, are selling for 25 cents apiece the housekeeper is hardly excusable if she provides them for her family at the expense of eggs, milk, bread or some other food from which nourishment is derived. Eggs contain about 14 per cent tissue building material. Dried beans have about 20 per cent of the same constituent. When the former are selling for 40 cents a dozen and the latter for 5 cents a quart it is the part of wisdom and thrift to have baked beans on the table more frequently than omelets or souffles.

The best all round dinner will include a clear soup to stimulate the digestive juices, a properly cooked meat dish, a vegetable or two—one fresh if possible—bread and butter, to which a simple dessert, preferably fresh fruit, is added. Tea and coffee are not necessary for nourishment or for aids to digestion. In fact, it is better to omit them altogether. Once a day is often enough to serve meat to any family. Even the farmer who is engaged in active outdoor work will be just as well fed and better nourished if he eats flesh food only once a day and gets his tissue building material from eggs, beans, macaroni and cheese or some other of the proteid foods. Sensible people are learning, even if slowly, that a large amount of meat is not necessary in the diet of even hard-working people.

What Is For Breakfast?

Many housekeepers consider the bugaboo of their daily work is arranging the menus for the ever recurring breakfast, dinner and supper. They hail with delight any suggestions for new dishes that will furnish variety in any bill of fare. Breakfast is generally a light meal in most homes, but its simple menu should present some variety, and every dish included in it should be prepared with special care. In my opinion, meat dishes should appear but seldom on the breakfast table, a little thinly sliced bacon or a piece of delicately browned fish being the exception. There is generally quite enough starch, too, in the breakfast menu without serving potatoes. For your consideration let me suggest one or two breakfast menus that will be not only appetizing, but furnish the required amount of nutriment as well:

Baked Apples.
Cereal With Cream and Sugar.
Bacon and Poached Eggs.
Hot Muffins. Jam.
Coffee.

Sliced Oranges.
Cereal With Cream and Sugar.
Codfish Balls.
Griddlecakes With Sirup.
Toast and Cocoa.

Fruit of Any Kind.
Bacon and Griddlecakes.
Toast. Coffee.

Any one of these menus affords enough variety to satisfy the most exacting appetite and can be served in quantity sufficient to appease any hunger. The majority of people will not care for the entire bill of fare, which, however, is varied enough to please any taste.

Fruit should always form a part of every breakfast. Nothing else can take its place in spite of the waitress at a certain hotel insisting when I asked for fruit, "We haven't any fruit, but we have several kinds of breakfast foods." Uncooked fruit is better for breakfast than preserves, though much less of the first is seen on the table in country homes. A little jam or marmalade or a fruit butter is a delicious relish with the toast or hot bread at the end of the meal.

A dainty breakfast dish which I have enjoyed at homes where meat never appeared was designated by the simple name fruit toast. To make it toast slices of bread carefully and keep hot in the warming oven. To one cupful of strawberry or raspberry juice heated to a boiling point add one-half tablespoonful of cornstarch diluted with a little cold water. Cook until boiling, stirring constantly until thickened. Pour this over the slices of toast and serve hot, with cream if desired. A cupful of the fruit sauce will be required for each three slices of bread.

Bacon as It Should Be.

Bacon for breakfast is appetizing and if properly cooked is a dish so easy of digestion that it may be eaten by invalids, and young children may be given bacon gravy. But, like many of our staudard foods, it is so simple that its preparation is often neglected and it comes to the table grease soaked and unappetizing.

In order to slice bacon properly it must be cold and firm. Cut off the rind and tough lower skin, then slice very thin. Heat a frying pan until it is very hot, place the bacon in it and turn constantly until it is crisp. Do not serve bacon that looks greasy and fat. It must be dry, and each slice as it is fried should be drained on brown paper before going to the table.

After frying three or four slices or as many as can be done at one time in the skillet pour out all the fat and reheat the pan again.

Precautions.

Bacon, being nearly all fat, is more digestible than pork, which is part lean and part fat, and therefore is better for persons of weak digestion. Beef and all dark meats are more stimulating than white meats and should be avoided by persons having a tendency to rheumatism.

A Cup of Good Coffee.

Though I have said that coffee itself is not nourishing, that it would better be avoided by persons of nervous temperament or by those whose digestion is easily deranged, there are a sufficient number of persons to whom the cup of breakfast coffee is almost a necessity to make it important that coffee should be properly made. There are physiological objections to even the perfectly made article, but these can be greatly increased if the beverage is not prepared carefully. Occasionally it is difficult to procure cream for the morning cup of coffee, and when cold milk is used the concoction is most unpalatable. The French and German cooks have a method by which they substitute hot milk for cream, giving most satisfactory results. Cafe au lait, as the beverage is called, is made after the following recipe:

One cup of ground coffee, one egg, one cupful of cold water, five cupfuls of boiling water and one and one-half cupfuls of scalded milk. Wash the egg, break and beat. Add crushed shell and the cold water. Mix with the water and let stand about ten minutes. Add the boiling water and stir thoroughly. Place on the front of the range, bring slowly to the boiling point and boil three minutes, no longer. Add about one-half cupful of cold water after removing from the fire and do not allow the coffee to boil again. Strain into another coffeepot or pitcher containing the scalded milk. When serving add sugar and a little cream if necessary. When cream is scarce this is a most satisfactory method of making coffee.

Cooked cereal or one of the numerous prepared breakfast foods usually has a place on most breakfast menus. If properly and sufficiently cooked nothing can surpass in public favor and in nutriment the time honored dish of oatmeal and cream. But unless it has been cooked a sufficient length of time to insure the thorough cooking of the starch the prepared breakfast foods are preferable.

Cereals should be thoroughly cooked because—

First.—Starch is thus made more accessible to digestive fluids when granules are broken open by heat.

Second.—Heat softens woody fiber (cellulose).

Third.—Cooking improves the flavor of cereals.

Until the fireless cooker came into general use it was sometimes a difficult and expensive test to cook the cereal as long as required without keeping a fire in the kitchen range all night or rising at an unreasonably early hour to start the breakfast. But these convenient little devices have very greatly reduced the time and cost of preparing foods which require long, slow cooking. A description and explanation of their use will be given in a subsequent article.

It has become the fashion in certain quarters to underestimate the food values of most of the cereal preparations now on the market. It has been asserted recently by a very high dietetic authority that ordinary white flour bread furnishes four times the nourishment contained in an equal weight of cereal. The fact remains that these preparations have served and are still serving an admirable purpose in making popular the use of a very necessary form of food.

The Demon of The Air

is the germ of LaGrippe, that, breathed in, brings suffering to thousands. Its after effects are weakness, nervousness, lack of appetite, energy and ambition, with disordered liver and kidneys. The greatest need then is Electric bitters, the splendid tonic, blood purifier and regulator of the Stomach, Liver and Kidneys. Thousands have proved that they wonderfully strengthen the nerves, build up the system and restore health and good spirits after an attack of Grip. If suffering, try them. Only 50c. Perfect satisfaction guaranteed by P. A. Clemmer. T

CASTORIA
For Infants and Children.
The Kind You Have Always Bought
Bears the Signature of Chas. H. Fletcher.

Don't let the baby suffer from eczema, sores or any itching of the skin. Doan's Ointment gives instant relief, cures quickly. Perfectly safe for children. All druggists sell it.

OFFICIAL PUBLICATION.

NOTICE IS HEREBY GIVEN, that at a meeting of the City Council of the City of Cresco, Iowa, held on the 1st day of April, 1910, there was introduced the resolution hereinafter set forth, and that by resolution of the Council duly passed on the said date, the said resolution hereinafter set forth, will be considered by the City Council for passage, at a meeting to be held in the Council room in said city, at 8 o'clock p. m. on the 16th day of May, 1910, at which time the owners of property subject to assessment for the cost of the sewers contemplated by the said resolution, may appear before the said Council and make objection to the contemplated improvement, and the passage of the said proposed resolution, if any they have, said resolution being as follows:

RESOLUTION OF NECESSITY.

BE IT RESOLVED, By the City Council of the City of Cresco, Iowa, that it is deemed advisable and necessary to construct certain sewers within said city, the location and terminal points of which are described as follows, to-wit:

Commencing where the center line of the alley passing east and west through Block 27, Baldwin's Addition to Cresco, Iowa, intersects the center line of Third Street, in said addition, running thence north along the center line of Third Street about 1700 feet, thence north about 14 deg. 50 min. west 790 feet, thence north about 36 deg. 20 min. west 500 feet to the outflow, said sewer to be known as Main Sewer No. 2.

Also commencing on Main Sewer No. 2 where the center line of the alley passing through Blocks 13, 14, 15 and 16, Baldwin's Addition to Cresco, Iowa, intersects the center line of Third Street, said addition, thence eastward along the center line of said alley a distance of 1300 feet, said sewer to be known as Lateral No. 9.

Also commencing on Main Sewer No. 2, where the center line of the alley passing through Blocks 25, 26 and 27, Baldwin's addition to Cresco, Iowa, intersects the center line of Third street, in said addition, thence eastward along the center line of said alley a distance of 1300 feet, said sewer to be known as Lateral No. 10.

Said sewer to be constructed underground and at a dapth sufficient to give fall for sewer purposes, and in accordance with the plans and specifications to be furnished by the City of Cresco. Material and construction thereof to be as follows: All to be of vitrified sewer tile, Main Sewer No. 2 to be of 12 inch diameter; Lateral Sewer No. 9 and 10 of 8 inch diameter, all laid in excavations provided therefor, joints to be cemented with mortar of Portland Cement and sand, provided with sufficient manholes, flush tanks and other devices or appliances necessary to make a good sewer, and wherever it may may be required and the plans direct, or the city hereinafter provide for, common tile shall also be laid in said opening for the purpose of drainage, to terminate either at manholes or as the plans may direct.

That for the cost of Lateral No. 9 it is proposed to assess all the lots in Blocks 13, 14 and 15, Baldwin's Addition to Cresco, Iowa, as abutting property, the lots as platted all abutting on said sewer. That for the cost of Lateral No. 10 it is proposed to assess all the lots in Blocks 25, 26 and 27, Baldwin's Addition to Cresco, Iowa, as abutting property which are platted to abut on said sewer, and to assess as adjacent property, all the lots in said blocks which do not abut on said sewer, said adjacent lots being more particularly described as follows; Lots 10, 11, 12, 14, 15, 16 and 17 Block 25, Baldwin's Addition to Cresco, Iowa; also Lots 10, 11, 13, 14 and 15 Block 26, Baldwin's Addition to Cresco, Iowa; also Lot 11 Block 27, Baldwin's Addition to Cresco, Iowa, all of said adjacent property to be assessed according to the benefits received as hereafter determined by this Council. The city proposes to pay for the cost of Main Sewer No. 2 and the cost of street and alley intersections on Laterals Nos. 9 and 10.

It is further provided that the person receiving the contract for the construction of said sewer shall be required to receive in payment for the part to be paid by the city, time warrants drawn on the sewer fund, all other payments to be made by assessment certificates issued against the abutting and adjacent property and shall be accepted by contractor at their face value.

BE IT FURTHER RESOLVED, That the City Council will meet at 8 o'clock p. m. on the 16th day of May, 1910, in the council room of said city for the purpose of considering objections to the passage of said proposed resolution, and to the construction of the said improvement, at which hearing the above resolution may be amended and passed, or passed as proposed.

BE IT FURTHER RESOLVED, That the City Clerk be, and he is hereby instructed to cause notice of the pendency of the above resolution and the time at which the said proposed resolution will be considered by this council and objections to the passage thereof heard, to be published as provided by law in the Twice-a-Week Plain Dealer and The Howard County Times, newspapers of general circulation in the City of Cresco, Iowa.

IN WITNESS WHEREOF, I have hereunto affixed my hand.

P. J. McCULLOW,
City Clerk of the City of Cresco, Iowa.

The Call Of The Blood

for purification, finds voice in pimples, boils, sallow complexion, a jaundiced look, moth patches and blotches on the skin,—all signs of liver trouble. But Dr. Kings's New Life Pills make rich red blood; give clear skin, rosy cheeks, fine complexion, health. Try them. 25c at P. A. Clemmer's. T

Star No. 12276.

Star is a handsome dark bay Clydesdale Stallion of much quality and substance, foaled June 5th, 1905. His sire is Pride of Bloomfield, 9467, by Letham Prince (7916), by Prince of Wales 673. Dam, Dolly Chimes9513, by Baillieston Chief (5507) 3816, by Top Gallant (1850), by Darnley (222).

The only time that Star was ever shown was in 1909, at Preston, Minn., where he won first in class and grand championship, best stallion any age or breed, in open competition with the best horses in southern Minnesota, including the International winner. This prize record was made in a county having nearly 100 licensed stallions, and more registered draft stallions than any other county in the state.

Star is not only a show animal but a sire of stylish drafters, with plenty of clean, flat bone and the best of dispositions. See him and judge him yourself.

Star's fee is $15.00 to insure a live foal; $12.00 to insure a mare in foal, and $8.00 for single service. Mares at owner's risk. He will be at White Bros.' Livery Stable, Cresco, Iowa, during the season. Your patronage is solicited and will be appreciated.

W. J. WEBSTER, Manager,
J. H. DUXBURY & BRO., Owners,
Preston, Minn., Rt. 4.

ORIGINAL NOTICE.

Ellsworth J. Donaldson
vs.
W. W. Hungerford and —— Hungerford, his wife; Claudius Montey and —— Montey, his wife; Joseph Thompson and —— Thompson, his wife; Joshua DeNoyelles and —— DeNoyelles, his wife; Peter G. Wagner and —— Wagner, his wife; Henry Rush and —— Rush, his wife; James M. Smith and —— Smith, his wife; John Rygg and —— Rygg, his wife; Henry Rygg and —— Rygg, his wife; Francis Maxfield and —— Maxfield, her husband; Emory W. Johnson and —— Johnson, his wife; L. T. Crittenden and —— Crittenden, his wife; E. H. Wentworth and —— Wentworth, his wife; E. B. Lyons and —— Lyons, his or her husband or wife; John M. McCoy and —— McCoy, his wife; Warren Danforth and —— Danforth, his wife; and all cestui que trusts, uses, and vies, of the above named defendants and all guardians for or trustees of or agents or representatives of any of the above defendants and all and each of the unknown owners or claimants and all and each of the heirs, spouses, transferees, assignees, grantees, devisees by through or under the herein named defendants and any and all claimants of any right title or interest in or to any or all of lot 9 and e ½ of lot 10 except the west 8 feet of lot 10, in block 17 Cresco, Iowa; the south ½ of lot 1 and the west ½ of the south ½ of lot 2 block 18 Cresco, Iowa, and lots 11, 12 and 13 in block 13 Berg's Addition to Cresco, Iowa.

To each and all of the above Defendants:—

You are hereby notified that there is on file in the office of the Clerk of the District Court of Howard County, Iowa, the petition of the above named plaintiff, Ellsworth J. Donaldson, claiming that he is credibly informed and believes that you or some of you claim adversely to this plaintiff in and to the above described property or to some part or parts thereof. The plaintiff in his petition herein claims that he is the absolute and unqualified owner in fee simple of all of the above described real estate, that for more than ten years last past, plaintiff by himself and by those through or under whom he secured title to said real estate held said real estate openly, notoriously, absolutely and adversely against all the above named defendants and against the world and that said possession has been at all times so held with fee simple title absolutely therein, that plaintiff has sought diligently to ascertain the names and residences of each and all the unknown defendants; that plaintiff avers that some or all of the above defendants make claim of fee simple title to some or all of above real estate bottoming said claim upon deeds, mortgages, transfers, assignments, grants, inheritances, devisees, rights as spouses derived by or through the defendants specifically above named but more definitely this plaintiff cannot particularly state; that W. W. Hungerford secured an interest in w ½ lot 9 block 17, Cresco, Iowa, recorded in "Book C at page 286" and that Wm. W. Hungerford conveys an interest therein recorded in "Book I at page 19" but that said last and later conveyance fails to state that "W. W." and "Wm. W." Hungerford are one and the same person; that Claudius Montey secured an interest in e ½ lot 9 block 17 Cresco, Iowa, being upon record in "Book B at page 312" and that Claudius Monty and "wife" convey an interest in said property last described and said last and later conveyance fails to state that said "Montey" and "Monty" are one and the same identical person; that the last and later conveyance is of record in "Book B at page 474," that the defendant Joseph Thompson secured an interest in last described real estate, in this last transfer and later said Thompson conveys same to Joshua DeNoyelles but said transfer fails to show whether said Thompson was married or not at the time thereof. That said last conveyance is of record in "Book D at page 171," but that following the last transfer there is no conveyance of record to anyone from said DeNoyelles. That defendant Peter G. Wagner conveys an interest in said e ½ of lot 9 but does not state as to being single or married at the time thereof the last conveyance being of record in "Book J at page 372" and that this last transfer is to Henry Rush who conveys an interest therein with an instrument acknowledged July 2, 1875, and same is of record in "Book J at page 42" but said transfer last mentioned fails to state as to whether said Rush was married or not at the time of said conveyance, that this last transfer is to Peter G. Wagner and in "Book E at page 186" there is a conveyance later than the last above referred to from Peter Wagner and "wife," but the records fail to show "Peter G." and "Peter" Wagner to be one and the same identical person. That James M. Smith conveys an interest in said real estate last described but fails to state as to whether married or single at the time thereof that the last and later transfer is of record in "Book 29 at page 244." That John and Henry Rygg secured an interest in the real estate last described on record in "Book J at page 186" and at a later date "John H." and "Henry H." Rygg convey an interest therein but the records fail to show said John and Henry and "John H." and "Henry H." to be respectively the same identical persons, said last and later conveyance being of record in "Book 36 at page 184." That Francis Maxfield secured an interest in the west ½ of lot 9 block 17 Cresco, Iowa, of record in "Book E at page 87" and at a later date Frances Maxfield conveys and interest in the last described real estate but the records fail to show that "Francis" and "Frances" Maxfield are one and the same person; that the last transfer is of record in "Book G at page 119." That Emory W. Johnson secured an interest in the south ½ of lots 1 and 2 block 18 Cresco, Iowa, being of record in "Book G at page 353," and at a later date there is a transfer from E. W. Johnson of the last described real estate and this last conveyance is of record in "Book J at page 207" and the records fail to show "Emory W." and "E. W." Johnson herein to be one and the same person. That "Crittenden & Wentworth" and "L. T. Crittenden and E. H. Wentworth" have made conveyances of land last described of record in "Book 36 at page 85;" "Book B at page 352-3;" and in "Book M at page 159;" and that the records fail to show "Crittenden & Wentworth" and "L. T. Crittenden and E. H. Wentworth" to be one and the same parties and sole and only members of the copartnership or association; that in these last transactions a conveyance is made to Elsworth J. Donaldson and at divers other places in these property titles the names of "Ellsworth J." and "E. J." and "Elsworth J." Donaldson appear but this plaintiff avers that they are all one and the same person. That E. B. Lyons secures an interest in e ½ lot 10 block 17 Cresco, Iowa, of record in "Book D at page 248" but that the records fail to show any transfer from said Lyons. That John M. McCoy secured an interest in land last described and made a matter of record in "Book F at page 54" and that in "Book J at page 108" John McCoy and wife convey an interest in said land last described but the records fail to state that "John M." and "John" McCoy are one and the same person. That at "page 122 of Book V" Warren Danforth secures an interest in the e ½ of lot 10 block 17 Cresco, Iowa, by a mortgage and said mortgage is satisfied by W. Danforth; but the records fail to show that "Warren" and "W." Danforth herein are one and the same person. This plaintiff avers that all of the records above cited are records of the Recorder of Howard County, Iowa, and that a decree is demanded of the District Court of Howard County, Iowa, quieting and removing any and all cloud and any and all adverse interests of anyone whomsoever in and to any of all of the real estate as described in the caption hereof; that all of the rights which any or all of the defendants may have had at any time adverse to this plaintiff have now, by virtue of the law of Iowa in such cases made and provided, and long since become barred or have become of no validity by transfers and that this plaintiff is the absolute owner in fee simple thereof; and that unless you and each of you appear herein and make defense thereto on or before noon of the second day of the next term of the above named Court which is to convene on the 16th day of May, 1910, default will be entered and judgment and decree will be rendered against you as prayed for in said petition. N. A. BLACKBURN,
Attorney for Plaintiff.

The foregoing Original Notice is hereby approved and ordered published once each week for four consecutive weeks in the Twice-a-Week Plain Dealer, a newspaper published at Cresco, Howard County, Iowa.

A. N. HOBSON,
Judge in and for the 13th Judicial District of the State of Iowa.

Dated this 17th day of March, 1910.

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