

DULUTH'S FIRE CASE

CASE OF LEVINE AGAINST THE LANCASTIRE COMPANY WON BY PLAINTIFF.

SUPREME COURT AFFIRMS

THE ORDER OF THE LOWER COURT IN A ZENITH CITY SENSATION.

MILL CITY MILK ORDINANCE

Declared Valid by the Same August Tribunal—Pat Rabbily's Mileage Book.

Seven decisions were handed down in the supreme court yesterday, of which only one was a reversal, that being in the ejectment case of A. P. L. Cochran against W. P. Stewart, who won in the lower court.

Of the cases in which judgment is affirmed, one of once-while interest is that of Jacob Levine et al. vs. the Lancashire Fire Insurance company, which originated in the destruction of the plaintiff's clothing store in Duluth by fire.

It was suspected that the fire was incendiary and Levine and others were arrested, remaining in jail several hours. The charge was not proven, however, and the owners of the store sued the company for the amount of the loss.

The company carried the case to the supreme court on a question as to the admissibility of certain evidence on the trial. The syllabus of the decision is as follows:

Jacob Levine et al., respondents, vs. The Lancashire Fire Insurance Company, appellants. The case was argued by the respondents and their counsel.

Where, on the trial, a party objected to the admission of certain books of account on the ground that they were not authenticated under the statute, he cannot be heard to urge an appeal that the statute was applicable and that the books had been authenticated according to the common law rule.

In an action against an insurance company for the value of a stock of merchandise destroyed by fire, the plaintiff introduced other books of account kept in the usual course of business, showing the amount and value of goods actually destroyed, and when properly verified or authenticated, the fact that some entries were made by the bookkeeper from the receipts furnished by salesmen will not affect their character as original entries.

The fact that books of account contain some errors affects their credibility, but in the absence of evidence that the books were fraudulently falsified, they will not be rendered incompetent.

The rule applied that where an insurance company objects to the sufficiency of proof of loss on one ground, it is not necessary to waive all other objections.

The evidence considered and held sufficient to invade an award of \$10,000, with interest, and to justify the award of the balance of the loss, with interest, and to justify the award of the balance of the loss, with interest.

Also, that by the defendant company had been conducted in a fraudulent manner, and that the plaintiff was entitled to recover the full amount of the loss, with interest.

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Blackwell's Genuine Durham Smoking Tobacco

Best with a big B. Blackwell's Genuine Bull Durham is in a class by itself. You will find one coupon inside each two ounce bag, and two coupons inside each four ounce bag of

was an oral stipulation entered into not contained in the written agreement. But while the writing itself is the only criterion, it is not necessary that its incompleteness should appear on its face from mere inspection. It is to be construed, as in any other case, in the light of its subject matter, and the circumstances in which, and the purposes for which, it was executed, which evidence is always admissible in the construction of written contracts in order to put the court on the position of the parties.

The doctrine is established that in the case of written contracts for the sale of personal property, which are silent as to the subject of warranty, an oral warranty may be proved on the ground that it is merely collateral to the contract, and is not a condition of the contract.

Thompson vs. Libby, 34 Minn. 374. The defendant contracted to furnish and set up a plow for the plaintiff, and the contract was silent as to the subject of warranty, an oral warranty may be proved on the ground that it is merely collateral to the contract, and is not a condition of the contract.

Where the parties in action of eminent domain are not parties to the trial, and the case was tried by the court without a jury, and the plaintiff obtained a judgment by paying the costs and demanding a judgment for the value of the property, the fact that some entries were made by the bookkeeper from the receipts furnished by salesmen will not affect their character as original entries.

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WANTS MAY BE LEFT

At the following locations for insertion in the Daily and Sunday Globe, at the same rates as are charged by the main office.

AMALINE

Hamline Pharmacy and Drug Store 759 SNELLING AVENUE.

DATYON'S BLUFF.

Sever Westby Drug Store 675 EAST THIRD STREET.

LOWER TOWN.

William K. Collier Drug Store SEVENTH AND SIBLEY.

Joseph A. Hart Drug Store COR. GROVE AND JACKSON STREETS.

M. D. Merrill News Stand 201 BROADWAY.

MERRIAM PARK.

A. L. Woolsey Drug Store ST. ANTHONY AND PRIOR AVENUES.

ST. ANTHONY HILL.

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W. A. Hart & Co. Drug Store SELBY AND WESTERN AVENUES.

Strayhorn & Co. Drug Store RONDY AND GROTTO STREETS.

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A. T. Guernsey Drug Store BRACKETT'S AND SELBY AVENUES.

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The Eclipse Drug Store, S. ROBERT AND FAIRFIELD AVENUES.

George Martin Drug Store W. WABASHIA AND FAIRFIELD AVENUES.

Corner State and Concord Streets, A. T. Hall Drug Store COR. S. WABASHIA AND ISABEL.

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C. H. Reeves Drug Store MOORE BLOCK SEVENTH STREET.

T. Heller Drug Store ST. PETER AND TENTH STREETS.

J. B. White Drug Store 29 EAST SEVENTH STREET.

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ARLINGTON HILLS.

C. R. Marcellus Drug Store 144 BROADWAY DECATUR.

A. & G. A. Schumacher Drug Store 54 SCHUMACHER AVENUE.

WEST SEVENTH STREET.

A. & G. A. Schumacher Drug Store 54 SCHUMACHER AVENUE.

J. J. Mullen Drug Store COR. JAMES AND WEST SEVENTH.

UNION PARK.

C. A. Monchow Cigars and Tobacco UNION PARK.

SITUATIONS OFFERED—MALE.

AGENTS make 100 to 200 per cent on our 22c article; every horse owner must have one or more; sell on merit, no talking; exclusive territory; P. Hunter Co., Racine, Wis.

AGENTS WANTED—Just out, the great, great, graphical game, an invincible, complete game and a perfect mind reader; complete game with all accessories; one speaking card, 25 cents; America for 12 cents. Peter A. Dreier, 609 Jane St., Chicago, Ill.

AGENTS WANTED IN EVERY TOWN FOR SURE SELLER. Strip, Positive, No Fuel Saver. Used by U. S. Government. Guaranteed. 38¢ Per Doz. 100 Doz. \$35.00. Give size of window. Circular free. 153 Arch St., March Venable Strip Co., Philadelphia, Pa.

BARBER—Wanted, barber; single man. DeWitt & Rhoda, 556 Rice St.

BOOKKEEPER—Wanted, a bookkeeper and general office man in retail coal office; must have an accurate, neat penmanship; small man preferred; wages, \$35.00 per month; references furnished. Address N 5, Globe.

BOY—Wanted, boy who would appreciate good home for the winter; care attend school. Address Box 492, Northfield, Minn.

COACHMAN—Wanted, a coachman at 515 Ashland av.

DRIVER—Popular young man for laundry delivery; must be a good driver; horse and harness \$50.00 cash bonus; address 233 G. St.

MEN WANTED to learn barber trade; only eight weeks required; full set of tools given; instruction in every detail; catalogue free; College, 222 Washington av., south.

PAPERHANGER for two rooms, corner Ingersoll and Hennepin; call on J. W. Warren, 125 Hennepin.

RELIABLE Man to handle agents for telephone table. Pays \$5,000.00 per year. Incomes stamp. Victory Mfg. Co., Cleveland, Ohio.

SITUATIONS WANTED—MALE.

BOOKKEEPER—Position as bookkeeper or cashier; thoroughly proficient; best of references. Address J. W. S., 75 East Eleventh St., St. Paul.

CLERK—Wanted, position as night or day clerk in hotel, or as bookkeeper; best of references. C. F. L., 423 Cedar St., St. Paul.

CLERK—Wanted, situation in wholesale or retail store as clerk; can speak two languages; references. A. E. M., 475 Cedar St., St. Paul.

COMPOSITOR—Wanted, situation as foreman or compositor on country paper; am an "all round" printer; will work for \$12 per week; references. Address J. W. S., 75 East Eleventh St., St. Paul.

COLLECTOR—Wanted, by a young man, a position as collector in wholesale house. Address A. H., 204 East Third St., St. Paul.

SMITH AV., 113—Nicely furnished front room; gas, heat and all modern conveniences.

ST. PETER ST., 675—Large furnished front room for two gentlemen or ladies; furnace heat, bath and gas; in private family.

THIRD ST., 257 WEST—Corner of Smith Av. —Furnished room, en suite or single, for light housekeeping.

UTOPIA—45 ST. PETER—Steam-heated rooms with or without board, transients accommodated.

IGLEHART ST., 81 AND 83—Four and seven rooms on first and second floors respectively for \$16 and \$12 per month; fine condition; couple without children preferred.

HORSESHOER—First-class horse shoe and good all-around man, well recommended, is ready for a job and will leave the city for a steady place. Address L. W. S., 124 East Cook.

LITERARY MAN, experienced in editorial and publishing work, wants position on newspaper or magazine; best references. Address G. T. Globe.

OFFICE WORK—A well educated young man desires a position in or about an office; best references. Address C. B. E., 509 Merrill building.

OFFICE WORK—A boy of sixteen would like position in office; has had experience. Address J. H. R., 668 Randolph St., city.

PAINTER—A good painter wants work of any kind. Address J. H. R., 668 Randolph St., city.

PHARMACIST—Registered pharmacist wants position in city or country; good references; moderate wages. 539 Robert St.

STENOGRAPHER—Experienced railroad stenographer and typewriter; desires position. Address A. S. Sherrburn, 205 Hennepin.

WATCHMAN—Wanted, a position as night watchman by reliable and sober man; city references. Address Powers, 605 Topeka.

WANTED—A boy 19 years old wants work of any kind. Address 392 Erie St., city.

WANTED—Wanted, by a man and wife, work on farm; have no children. Address Amos Press, 104 Hennepin.

WANTED—A young man attending school wants work for board. Address O. S. Globe.

WANTED—Work wanted by man of 25; must have work; an honest; work of any kind. Address W. S., 116 First av., south, Minn. appls.

YOUNG MAN wishes to go to the country and busk corn; \$1 per day. S. Anderson, General Delivery, St. Paul.

SITUATIONS WANTED—FEMALE.

AN INTELLIGENT, REFINED GERMAN lady desires to arrange German conversation lessons; moderate terms. Address 689 Conway St.

COPIST—A young lady would like copying of any kind on the typewriter; is willing to go if very reasonable. Call or address 200 Manhattan building.

DRESSMAKER would like a few more engagements in families; good satisfaction guaranteed. 385 Forest St., Minneapolis.

DRESSMAKING—All kinds of dressmaking done reasonably and well at 613 St. Peter St.

EMPLOYMENT—A woman would like to get day work of any kind. Room 10, third floor, 757 West Seventh St., Minneapolis.

HOUSEWORK—A German woman wants housework in general work in small family; is competent. Address 238 University av.

HOUSEWORK—A good girl who wishes to work for general work in small family; is competent. Address 238 University av.

HOUSEWORK—A good girl would like light housework or second work. 55 Edmund St.

HOUSEKEEPER—A lady thirty years old wishes to take care of a household. Address 723 East Seventh St., Maggie Campbell, Room 3; third floor.

HOUSEKEEPER—A lady would like a position as housekeeper. Address 49 Wabasha St.; Room 10, third floor.

HOUSEWORK—Wanted, by a man, place for general housework. 515 Robert St.

NURSE—A girl of five years in last place wants nursing. X 10 Globe.

NURSE—A young girl would like to take care of one or two children. Call or address 297 Pleasant av.

NURSE—A girl wants a place as nurse or attendant in a household. Address in all city references. X 10 Globe.

OFFICE WORK or cashiering wanted by young lady; fine penman and competent in all ways. Address Miss J., 229 North Victoria St.

SALES LADY—Young lady would like a position in shoe store; would work for \$5 per week in order to get experience. Address W. S., 238 University av.

STENOGRAPHER—A stenographer and typewriter, rapid and accurate, five years' experience. Desires position; highest testimonials. Address W. S., 238 University av.

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STENOGRAPHER—Position by an experienced stenographer; references furnished. Address X 10 Globe.

WASHING—A woman wants washing and house-cleaning. Send postal card or call 675 Wells St.

WASHING—Wanted, to do washing. 604 York St.

WAITRESS—A young lady who is a first-class waitress, wishes a situation in a hotel or restaurant. G. T. Globe.

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FOR RENT.

HOUSES.

J. W. SHEPARD, 94 EAST FOURTH ST., RENTED HOUSES, STORES, OFFICES, ETC. RENTS, ACTS AS OWNERS' AGT.

HOUSE—For rent, 683 Pine St., eight rooms, with bath room; good cellar; \$17. Apply at 683 Pine St.

Rooms.

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