Proceedings of the Supreme Court

Opinions filed September 28, 1912.

1647. Hoffman against Chicago & Northwestern Railway company. Appeal from Holt. Reversed and remanded. Rose, J., Letton, J., concurring in part; Fawcett, J., concurring separately. Reese, C. J., dissenting.

1. In an action against a railroad company for negligence causing the death of a brakeman earning $65 a month at the age of 36, a verdict in favor of plaintiff for $30,000 held excessive.

2. In an action against a railroad company for causing the death of a brakeman by backing a car against him in the night time, evidence that there was no light in the car, that there was no brakeman thereon and that it was moved without notice or warning, held insufficient in absence of a custom requiring such notice or warning, to prove actionable negligence, where decedent was an experienced brakeman familiar with the switchyards and with the methods of switching therein and was injured while crossing a switch-track in the private switchyards of his employer on his way home from work, there being nothing to show that the car was not being moved in the usual and ordinary manner. Reese, C. J., dissents.

1648. Sanford against Saunders county. Appeal from Saunders. On motion for rehearing. Former judgmen of affirmance vacated and set aside. Judgment district court reversed and cause remanded. Barnes, J., Fawcett and Hamer, J. J., dissenting in part. Letton, J., dissents. Rose, J., adheres to former opinion. Reese, C. J., not sitting.

1. The dower interest of the widow in the estate of her deceased husband, whether taken under his will or by operation of law, is not subject to an inheritance tax.

2. Former opinion in this case, 90 Neb., 416, modified.

16629. Carpenter against Schnerle. Appeal from Franklin. Reversed and remanded with directions to grant a perpetual injunction against both defendants as prayed in plaintiff's petition. Fawcett, J. Sedgwick, J., dissenting. Letton, J., not sitting.

1. Slight deviations from the line of public travel to avoid mud, pools, or natural obstructions will not necessarily prevent the establishment of a highway by prescription, especially so when it appears that the natural obstructions have been removed and that the roadway has been used without interruption or substantial change for more than ten years.

2. Where a landowner notifies the public to cease traveling a road across his lands, and in lieu thereof to travel over the section line road along the edge of his land, and he and his grantees, subsequently, for a period of ten years, permit public without interruption to travel along said section line over a strip of land less than two rods in width, such acts will be construed to constitute a dedication of such strip of land as a public road.

3. In order to constitute a highway by dedication, it is not necessary that the offer of dedication be accepted by the public itself, and the acceptance by the public itself is shown by its entering upon the land and enjoying the privilege offered, by user.

16866. Harris against Lincoln & Northwestern Railway company. Appeal from Lancaster. Reversed and remanded. Barnes, J., Sedgwick, J., concurs in the result reversing the judgment. Letton, —, concurs in part and dissents in part. Reese, C. J., not sitting.

1. The measure of damages for permanent injury to land occasioned by the necessary and proper construction of a railroad, no part of the land having been taken, is the difference in the market value of the property immediately before and immediately after the construction of the improvement, unaffected by any increase or depreciation of values generally, in the same vicinity.

2. In such case the reception of evidence of the fair and reasonable value of the land immediately before and immediately after the overflow is reversible error.

3. In an action for damages to land and growing crops by flood waters of a stream, subject to overflow from natural causes, and which it is alleged were thrown upon the plaintiffs' land by the negligent and improper construction of a railroad nearby and adjacent thereto, the burden of proof is on the plaintiffs to show that the construction complained of, either caused such overflow or increased the same, or in some manner contributed thereto, together with the nature and extent of the increased overflow if any and the amount of damages caused thereby.

4. Evidence examined, and found insufficient to sustain the verdict.

16883. Marsh against Village of Trenton. Appeal from Hitchcock. Affirmed. Hamer, J. Sedgwick, J., concurs only in result affirming judgment. Rose, J., dissents.

1. Upon an appeal from the judgment of the district court under section 8978, Ann. St. 1907 (sec. 4, art. iii, ch. 13, Comp. St. 1901) to detach territory from a village the judgment of the district court will be affirmed unless it is made to appear that the trial judge committed an important mistake of fact or made an erroneous inference of fact or of law. Bisenius against City of Randolph, 82 Neb. 530; Gregory against Village of Franklin, 77 Neb. 62; Michaelsen against Village of Tilden, 72 Neb. 744.

2. Evidence examined and found to sustain the judgment of the district court.

16665. Heywood against Heywood. Appeal from Dodge. Affirmed. Hamer, J. Rose and Sedgwick, J. J., concur in result affirming judgment.

1. The provisions of a will, like all other contracts, must be construed with a view of carrying out the intention of the testator, and unless there is something in it contrary to the law of the state, or in contravention of public policy, it will not be declared invalid. 1st. James' Orphan Asylum against Shelby, 80 Neb. 780.

2. The testator was the owner of a 240-acre farm in Pleasant Valley township, otherwise described as the west half of the northwest quarter of section thirteen, and the south half of the northeast quarter, and the east half of the southeast quarter of section fourteen, all in township nineteen, of range five east of the sixth principal meridian, in Dodge county, on which resided his two sons, Joseph Heywood and Thomas J. Heywood, who were farming the same and to whom he desired to devise the said farm subject to the life estate of his wife, Katherine Heywood, and he so informed the witness who drafted the will and who then made a rough draft of the proposed will from which he shortly afterwards prepared the will itself, leaving out of it one of the three eighties which constituted the farm; at the time the will was made the testator only owned one farm "in Pleasant Valley township," and he owned in township land above described and no other land in that township, so that the land is identified with the particular farm intended to be devised to two particular sons so named in the will.

3. Where the intention of the testator is to be gathered from the will itself and from the extrinsic evidence of facts surrounding its execution, such extrinsic evidence is admissible for the purpose of ascertaining whether a state of facts existed at the time the will was written which corresponded with the words used and the aim of the testator. Such evidence may not be admitted to vary the terms of the will or to add anything to it so as to arrive at an intention not expressed in it, but to harmonize the language used by the testator with the facts referred to, and thus to arrive at the testator's intention as expressed in the will, and a ruling which makes the will and the facts inconsistent is not to be adopted.

4. Evidence examined and found to sustain the judgment of the district court.

16728. Crites against The Capital Fire Insurance company. Appeal from Franklin. Affirmed. Letton, J.

1. Where an insurance company relies as a defense upon false representations made in answers to questions in an application for insurance it has the burden to plead and prove that the answers were made as written in the application.

2. An insurance contract provided in substance that if default be made in payment of the note given for the premium the insurance should cease. The note was made payable at the office of defendant company in Lincoln. Prior to its maturity it was sent to a bank at Bloomington for collection. The maker went to the bank at its customary hour for opening on the day of maturity, prepared to pay the note and waited for nearly half an hour; no one appearing he went to his work. The property was burned between 10 and 11 o'clock that night. Held, that having used due diligence in attempting to pay the note at the place selected by the insurance company ,and the day not having expired when the property burned the liability of the insurance company upon the policy continued in force.

16730. Forrest against Nebraska Hardware Co. Appeal from Lancaster. Affirmed and remanded. Reese, C. J.

1. Transaction between stockholders and members of the board of directors of a corporation, by which the property of the corporation is transferred to one of such stockholders and directors, when attacked by another stockholder, will be examined by the courts with care, and when a want of good faith, fraud or inadequacy of consideration is shown, such sale will not be upheld. But where the proposition of purchase is made to the board and accepted and also submitted to a meeting of the stockholders and accepted by a majority of them, and the transaction appears fair and free from fraud and upon a reasonable consideration, a court of equity will not declare such sale invalid.

2. Where in a proper action it is shown that the managers and head officers of a corporation have unlawfully withdrawn the funds of such corporation and applied them to their own use, a receiver will be appointed to take charge of the affairs of the corporation unless the funds so withdrawn are restored and the corporation and stockholders are indemnified against further illegal acts by such officers.

3. It is the duty of the managing officers of a corporation to consult, protect and conserve the interests of all stockholders alike and without discrimination. Discrimination against a stockholder by which the value of his stock is unjustly depressed will justify the interposition of a court of equity and the unlawful acts of such managers will be enjoined.

4. The expense of correcting the management of the financial affairs of a corporation by suit in court, or in case of failure thereof, the appointment of a receiver, including the compensation of counsel, may be chargeable against the defendant corporation.

16734. Breedlove against Gates. Appeal from Boone. Affirmed. Barnes, J.

1. If a servant, on account of his youth, lack of prudence and understanding and because of want of proper instruction, fails to properly appreciate the risks involved in certain labor which he is commanded by the master to perform, and is injured, the master will be liable. Ittner Brick Company against Killian, 67 Neb. 589.

2. There is no presumption that a child of 9 years has as much prudence and understanding as an adult, and where such child has been injured while engaged in dangerous work which he has been commanded to do, it is for the jury to say, considering his age and experience, whether he assumed the risks of his employment.

3. Where a boy 9 years old undertakes dangerous work in obedience to the command of the master, the law will not deny him relief on the ground of contributory negligence, unless the danger was so manifest and glaring that it must have been known to one of his age and experience that he could not do it without injury.

4. Record examined and found to be without error in giving and refusing to give instructions.

5. An inconsiderable variance between the pleadings and the proof will not require the reversal of a judgment unless it appears that the party complaining was thereby surprised or misled to his disadvantage.

16754. Exchange Bank of Ong against Clay Center State bank. Appeal from Clay. Reversed and remanded. Fawcett, J.

"The existence of a written contract or instrument, duly executed between the parties to an action and delivered, does not prevent the party apparently bound thereby from pleading and proving that contemporaneously with the execution and delivery of such contract or instrument the parties had entered into a distinct oral agreement which constitutes a condition on which the performance of the written contract or agreement is to depend." Norman against Waite, 39 Neb., 362, 48 N. W. 639.

16767. Drake against McDonald. Appeal from Cherry. Affirmed. Letton, J.

"A resulting trust will not be declared upon doubtful tnd uncertain grounds and the burden is upon the one claiming the existence of the trust to establish the facts upon which it is based by clear and satisfactory evidence." Veeder against McKinley-Lanning L. & T. Co., 61 Neb., 892.

16758. Cooper against Coad. Appeal from Dawes. Affirmed. Fawcett, J.

1. Evidence examined and set out in the opinion, held: Sufficient to establish a general agency on the part of defendant's agent for the sale of the horses in question, and sufficient to justify plaintiff in dealing with him as such.

2. And that the services rendered by plaintiff were reasonably within the scope of the business in which defendant's agent was engaged.

16759. Cooper against Hall. Appeal from Dawes. Affirmed. Fawcett, J. No syllabus.

16761. Case against Haggarty. Appeal from Saline. Affirmed. Reese, C. J.

A will devised the use of certain real estate to the widow of the testator during her life, and provided that at her death the land should descend to his three children, naming them, share and share alike, and that should either of said children die before the death of the widow, the portion that would have gone to such deceased child should descend to her children, share and share alike. Upon the death of the testator the will was admitted to probate. One of the children executed a mortgage on her undivided interest in said property and thereafter died during the lifetime of the widow leaving surviving children. Held, that as against the heirs of the mortgagor the mortgage created no lien upon the undivided one-third of said land, and was not subject to foreclosure.

16771. American Surety Company against Vinsonhaler. Appeal from Douglas. Affirmed. Sedgwick, J.

1. The defendant held the office of county judge for three successive terms; the plaintiff was surety on his official bonds. The agreement between them was that the defendant should indemnify the county and save it harmless from all claims, etc., arising out of the suretyship, and should place the surety in funds to meet any claim, etc., "before it shall be required to pay the same." The defendant as principal and the plaintiff as surety were sued by the county for the alleged unlawful detention of fees by the defendant; it was found that the county had no cause of action and the suit was dismissed. Afterwards the plaintiff began this action to recover from defendant expenses incurred by plaintiff for attorney's fees and other expenses in defending the original suit. It appeared from the petition that the defendant herein employed counsel and defended the original suit, and it was not alleged that the defendant had failed to indemnify the plaintiff, and place the plaintiff in funds to meet all claims arising out of the suretyship as agreed, or that there was any real or apparent necessity of incurring the expenses sued for, or that the surety had any reason to or did consider that such expenses were necessary for its protection. Held, that the petition failed to state a cause of action, and that a general demurrer thereto was rightly sustained.

2. Also held that the surety under the alleged contract was entitled to be protected against all necessary expenses incurred in defending itself against liability on these bonds, and should be allowed to exercise a reasonable discretion as to necessary measures of defense.

3. Also that when the petition itself indicates that the expenses sued for were unnecessary, and no circumstances are alleged showing any necessity therefor, or that the surety had any reason to, or did, regard such expenses necessary, there can be no recovery.

16772. Red Willow County against Peterson. Appeal from Red Willow. Reversed and dismissed. Reese, C. J. Rose, J., took no part in the decision.

By the provisions of section 5, ch. 28, Comp. St. 1911, a sheriff is not required to report and pay over to the county treasurer mileage fees, they being expressly excepted in this section.

17040. Boxa against Boxa. Appeal from Saline. Modified and affirmed. Hamer, J.

1. The evidence examined and held to justify a decree of divorce upon the grounds of extreme cruelty and habitual drunkeness.

2. It is also held that the plaintiff is the only proper custodian of the two children who at the time of the trial were 1 and 3 years old, respectively.

3. Where the situation of the parties and the possible contingencies are such that the amount of alimony to be paid cannot be placed in a lump sum without danger of hardship to the defendant, and uncertainty as to the plaintiff, the court should provide for the payment of a stated sum of money to be divided and distributed over fixed periods of time.

17033. George against Prechell. Appeal from Lincoln. Affirmed. Hamer, J. Rose, J., concurs in affirmance. Sedgwick, J., concurs in result affirming judgment.

1. Where a bidder at a referee's sale, shortly before the sale was closed, claimed that a railroad company owned and occupied a right-f-way across the tract offered which reduced the number of acres to be conveyed and so should reduce the aggregate of the sum to be paid, held: (1) Under the evidence, that the alleged ownership and the occupation of such right-of-way strip by the railroad company constituted merely an easement likely to be divested under the terms of the deed if it abandoned the road or changed its track therefrom, and that the court authorized the sale of the tract as a whole, and that the purchaser could not impose terms upon the referee or make a bargain with him unauthorized by the court. (2) That the court having authorized the sale of the tract as a whole the purchaser took such rights only as the referee could convey to him which included the whole tract subject to the easement of the railroad company. (3) That a bid at a referee's sale, is only a proposal to buy which may be withdrawn by the bidder at any time before the crier signifies his acceptance thereof. (Nebraska Loan & Trust Co., 40 Neb., 281), but appellant's bid in this case having been accepted without any intimation of withdrawal he is liable at the rate per acre bid by him for the entire eighty-acre tract offered for sale by the referee.

17047. Holladay against Rich. Appeal from Valley. Judgment district court reversed and conveyance by deed to William Henry Rich set aside, also notes and mortgage executed by said Rich and delivered to Milton college, and title to the land in controversy quieted in Kate M. Holladay. Hamer, J. Sedgwick, J., concurs only in result reversing judgment. Rose, J., dissents.

1. Where the plaintiff was the daughter of the decedent and became possessed of $300 by devise and gave the same to her father toward his support and also turned over to him her earnings during many years as a teacher, for the same purpose, and after her marriage when she became, by a conveyance from her husband, the owner of certain village lots and sold the same for $500 and her father collected the money and retained it in his possession by her consent except $125, and the daughter also became the owner of 320 acres of land by a gift from her husband and the father was permitted to collect the rents from the same and the money collected as rent and that reserved from the sale of the lots was used by the father with the daughter's consent in paying off a mortgage upon the farm occupied by the father and the plaintiff with her husband's assistance further helped the father by paying taxes on the said farm and also continued to contribute to her father's support and prior to and during the time the said money was being so furnished and so used the father promised to convey the farm to the daughter, without other consideration than that he had received from the daughter, and made improvements upon the farm saying that the farm was for the daughter and that the improvements were made for her, and he also joined her name with his as lessor of the farm in making yearly leases to the farm tenant who cultivated the same in crops, and the father also conveyed the land (his wife joining him) to the daughter by an absolute deed of conveyance and the deed was delivered to her although subsequently returned to the father for correction and was then not returned to the daughter—it will be held in a suit by the daughter to quiet title to the premises in herself that she had at the time the deed was so returned to her father and kept by him an equitable claim against the said premises and an inchoate title thereto which might be enforced against the father and his grantees without notice of the daughter's right.

2. And where upon the death of the decedent's first wife, who was the mother of the plaintiff, and who joined with the decedent in the execution and delivery of said deed to the daughter, and who had joined with the father in the promise to convey to the daughter, the father married a second wife, and the father while in ill health, being much enfeebled in body and mind and apparently addicted to the use of opiates and apparently having only a short time to live, being about 80 years old, was induced by the second wife who was to be in part benefited thereby, and one H. B. K., who was a traveling preacher, to execute and deliver to one Rich a conveyance absolute to said farm under an arrangement whereby said Rich was to make certain notes and a mortgage upon the farm amounting to $7,000, being the full purchase price thereof as agreed, and then the notes and mortgage were to be delivered to a college in Wisconsin which was being conducted under the auspices of a church association to which the said traveling preacher belonged, and without other consideration than the promise in writing upon the part of the college to pay to the father during his life the interest as it fell due according to the notes given, and after his death to the widow until he decease, and then the notes and mortgage were to be the exclusive property of the college, and this arrangement was consummated and the deed was made to Rich by the father and his wife, the plaintiff's stepmother, and the notes and mortgage were duly executed by Rich to the father and were then delivered by the father to H. B. K., the traveling preacher, and then were turned over to the college by the preacher, it will be held, first, that the notes and mortgage were obtained by undue influence of the wife and H. B. K. upon the father of the plaintiff, and that the college received them without paying any valid consideration therefor, and it further appearing that the wife and H. B. knew of the daughter's interest in the premises, held, that the college could not be, and was not, an innocent holder of the notes and mortgage and that the legal title to the premises was held by the defendant Rich in trust for the plaintiff and that the notes and mortgage held by the college were held in trust for the plaintiff and that the deed, notes and mortgage should be cancelled and title to the premises quieted in the plaintiff.

3. An examination of the evidence discloses that, after the making and delivery to the daughter of the deed for the premises above set forth, the father sent for the deed representing that he wished to correct it, and when the deed was returned to him he retained it, and it was subsequently arranged between the father and the daughter that the daughter should come upon the premises and occupy the same as a home for herself and her husband and children, providing for the father and his wife, the stepmother, and the daughter then came from Kansas City, where she resided, to her father's house, and was then ready to occupy the premises and to proceed with the agreement, and when she did so the father then claimed that he had rented the land to said Rich the day before and seemed unwilling just then to proceed with the agreement; that the evidence shows an attempted evasion of the terms of the contract induced by the undue influence of the plaintiff's stepmother and others who were seeking to procure a gift of the property or its value to the college in question.

17057. Gaster against estate of Gaster. Appeal from Cuming. On motion for rehearing. Motion overruled. Sedgwick, J.

1. Chapter 49, laws 1907, does not violate the provision of section 11, article iii of the constitution that "no bill shall contain more than one subject, and the same shall be clearly expressed in its title."

2. A husband cannot lawfully devise his real estate or lawfully dispose of his personal property by will so as to deprive his wife of all interest therein given by the said act.

3. If a married man by his will disposes of all his property, real and personal ,to others and gives nothing to his wife, she will be entitled to take the distributive share given her by the statute as though he had died intestate.

17081. Smith against Palmer. Appeal from Butler. Judgment district court reversed with instructions to overrule motion to retax costs. Rose, J.

In partition an allegation in the petition that the land can properly be divided among the owners without a sale and a denial thereof in the answer raise no issue of fact, since the matter in dispute relates to procedure regulated by statute and does not make the proceedings adversary within the meaning of the rule that the trial court may allow plaintiff's attorney a reasonable fee to be paid out of the common fund, where the proceedings are amicable.

17089. Grout against Mayer. Appeal from Wheeler. Affirmed. Fawcett, J.

Evidence examined and referred to in the opinion, held, sufficient to sustain the findings and judgment of the trial court.

17091. Realty Investment Co. against Shafer. Appeal from Lancaster. Reversed and remanded. Rose, J.

1. A purchaser of land, to justify a recission on account of a misrepresentation, must show in some manner that it was material and misled him to his injury and damage.

2. As a general rule a mere erroneous statement of value, when made by the owner of land in an effort to sell it, is not actionable.

3. Where defendant, in a suit on a note executed by him and delivered to plaintiff in part payment of the purchase price of land, pleads that he was induced to make the purchase by means of false representations of plaintiff, in regard to the character of the land, he must, in establishing that defense, prove, among other things, facts or circumstances showing that he was entitled to rely on such representations.

17548. Hartwig against Bauer. Appeal from Seward. Affirmed. Letton, J.

In order to authorize a county board to grant a liquor license a petition containing the names of at least fifty-seven qualified resident freeholders was necessary. The petition in the record contains seventy-nien names. A number of petitioners withdrew their names before the hearing. It was shown that several others had signed the petition after it was filed, but it is not proved that names were withdrawn so as to reduce the number of signers below the required number when the notice was published nor when final action was taken. The action of the board holding the petition sufficient is therefore sustained by a preponderance of the evidence.

17568. Stratton against State. Error from Cedar. Judgment district court reversed and defendant discharged. Letton, J.

A Missouri corporation which manufactured and produced ranges in that state employed defendant to sell them from a wagon in this state. He worked for a salary and had no interest in the sale or in the horses and wagon which he used in the business.

A statute imposes a tax upon peddlers, but expressly excepts "parties selling their own works or productions * * * * "either by themselves or employes." Held, that defendant is within the exception and is not liable to be taxed as a peddler under such statute.

17765. State ex rel. Hector against Trainor. Appeal from Douglas. On motion to dismiss appeal. Motion sustained. Appeal dismissed. Fawcett, J.

Respondents, who held the offices of mayor and city clerk, respectively, were by a writ of mandamus ordered to call a primary and a general election, in advance of the time when, as they contended, such election should have been called. They complied with the command of the writ by calling such elections. Thereafter, upon presentation of their certificates of election by the persons elected at such election as respondents' successors, respondents turned over their respective offices, together with all of the books, papers and documents pertaining thereto, to their said successors, who have ever since held and are now holding and administering the same. Held, that the surrender of their said offices by respondents was voluntary on their part.

2. And in such a case an appeal by respondents of such mandamus action, prosecuted to this court after such voluntary surrender of their offices, will, upon motion, be dismissed on the ground that a decision in this court in such action could afford no actual relief and would be followed by no practical results.

"Votes for Women"

Fall in line with the sign of the times, the one thing that has done more than any other to rid the housewife of the body racking bondage of baking days is

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The high quality of NEW ENGLAND BUTTER NUT BREAD has made home baking no longer necessary. Every member of your family will be delighted, and you will doubly appreciate the delicious, sweet flavor because you know it is made under ideal conditions in a bakery as sanitary and clean as time, money and labor can make it.

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INSIST ON THIS LABEL

You Should Have Seen the Pimples

But Now Her Face Is the Fairest of the Fair, Due to Stuart's Calcium Wafers.

Those dimples are like pearls in a ruby cluster when Stuart's Calcium Wafers clear the face of every pimple, spot and blemish. And even if you haven't dimples, the clear, transparent skin of a healthy, Calcium Wafer complexion is more radiant than the deft touch of an artist to the most exquisite water color.

Stuart's Calcium Wafers act directly upon the sweat glands of the skin, since their mission is to stimulate the excretory ducts. They do not create perspiration, but cause the skin to breathe out vigorously, thus transforming perspiration into a gaseous vapor. The calcium sulphide of which these wafers are composed, consumes the germ poisons in the sweat glands and pores, hence the blood makes a new, smooth skin in a surprisingly short time.

You will never be ashamed to look at yourself in a mirror, once you use Stuart's Calcium Wafers. Nor will your friends give you that hinting look, as much as to say—for goodness sake, get rid of those pimples.

There is no longer any excuse for anyone to have a face disfigured with skin eruptions, when it is so easy to get rid of them. Simply get a box of Stuart's Calcium Wafers at any drug store and take them according to directions. After a few days you will hardly recognize yourself in the mirror. The change will delight you immensely. All blemishes will disappear.

All druggists sell Stuart's Calcium Wafers at 50 cents a box.—Advertisement.

How The Body Kills Germs.

Germs that get into the body are killed in two ways—by the white corpuscles of the blood, and by a *germ-killing substance* that is in the blood. Just what this substance is, we do not know. The blood of a healthy person always has some germ-killing substance in it to ward off the attack of disease. The fountain head of life is the stomach. A man who has a weak and impaired stomach and who does not properly digest his food will soon find that his blood has become weak and impoverished, and that his whole body is improperly and insufficiently nourished. To put the body in healthy condition, to feed the system on rich, red blood and throw out the poisons from the body, nothing in the past forty years has excelled Dr. Pierce's Golden Medical Discovery, a pure glyceric extract (without alcohol), of bloodroot, golden seal and Oregon grape root, stone root, mandrake and queen's root with black cherrybark.

J. H. MARTIN, Esq.

"My husband was a sufferer from stomach trouble and impure blood," writes Mr. JAMES H. MARTIN, of Frankfort, Ky. "He had a sore on his face that would form a scab which would dry and drop off in about a month, then another would immediately form. It continued this way for a long time. He tried every remedy that any one would suggest but found no relief. He then tried Dr. Pierce's Golden Medical Discovery which completely cured him. He has stayed cured now for two years, and I recommend this valuable medicine for impurities of the blood."

Dr. Pierce's Pleasant Pellets regulate and invigorate stomach, liver and bowels. Sugar-coated, tiny granules.

HEY THERE! I WANT MY PANTS!
IRATE CITIZEN CHASES DRESHER

Omahan Hurrys to Regain Pants and $100 Before These Wearables Are Sent Through a Gasoline Bath.

MONEY FOUND AND READY FOR WORRIED CLAIMANT

What would YOU do if suddenly overtaken by an apparent madman who as he runs, screams out in stentorian tones:

"Hey there Dresher! I want my pants!! I want my pants. I want my pants QUICK!"

And to think that "Al" Dresher of the Dresher The Tailor firm, and head of the Dresher Bros. Cleaning plant at 2211-2213 Farnam St., would be accused of needing a pair of trousers belonging to some other gentleman. Just as though "Al" wouldn't have a tailor shop full of pants of all colors, sizes and materials.

Yet, this peculiar thing happened in Omaha's most traveled street just the other day. Happy "Al" of Dresher Bros., while sauntering along Farnam street near his plant was startled to hear the aforesaid yell directly behind his shoulders. The same "I want my pants!! I want my pants!"

Turning to see the cause of the commotion "Al" beheld a prominent Omaha citizen, out of breath, exhausted, unnerved, but still yelling, "I want my pants!"

"Now clam yourself, Old Pal," said Dresher, "clam yourself! What's the matter? I haven't got your pants. I've a dozen pairs at the tailor shop and six more at the cleaning plant. Besides, you've got a pair on, so what's the riot about?"

"Well, I-I-left a pair of pants at your cleaning establishment a few minutes ago and I-I want 'em quick!"

"What's the matter," said Al, don't you think we can clean 'em properly? We clean about three hundred pairs a day!"

"No-n-o it isn't that" exclaimed the worried one, "but—you see—I left 'em and——"

"Well, if you must have 'em, come on," said "Al," and the route to the plant was soon covered. As luck would have it the trousers in question had not yet gone through the Dreshor cleaning equipment and were promptly passed out to the worried one.

Hastily examining the pockets and turning the trouser legs inside out with feverish haste, the worried one exclaimed: "I had-d a H-u-ndred dollars in those pa-nts and the money is g-o-ne!"

"Well, it serves you right for owning so much money," said Happy Al, "but let's go to the ofice and see what we can do about it!"

At the office a young lady passed out a one hundred dollar bill in a moment, saying: "What's the name of the gentleman please?" The name being given the young lady replied, "Correct." The money had been found in the trousers the moment they were brought into the Dresher inspection room and the hundred dollars in question were deposited in the Dresher safe a minute later, with the owner's name attached.

CURTAIN DESCENDS on a happy satisfied patron who swears by the honesty of Dreshers and the entire Dresher clan and the entire force at the Dresher cleaning plant at 2211-2213 Farnam street.

This incident, perfectly true, brings up recollections of many amusing things found in clothes brought into the Dresher Bros. establishment for cleaning. A ladies' dress was recently found to contain a complete set of false teeth. A half hour later an unfortunate woman with cheeks sadly depressed, was again made happy with her set of molars. It is no uncommon thing to find money, jewelry, marriage certificates, pills, dress goods samples, flasks of whiskey, etc., in clothes sent in for cleaning. One man recently sent in a suit of clothes containing a sandwich, the main ingredient of which was the noisy cheese entitled "Limburger."

But the point of this story is this: leave anything you want in the clothes sent here and you will GET it again. No matter how valuable the piece of jewelry, or how large the sum of money found, it is immediately deposited in the Dresher office safe with the owner's name attached. Just prove your name and you get your belongings.

This brings up the question of RELIABILITY. For instance you leave a bundle of clothes to be cleaned by some small uninsured side street cleaner; and say this small cleaning establishment should be burned up. Would you be amply reimbursed for your clothes? Would you be paid for the loss?

Maybe—and maybe not—most likely NOT—for one cannot pay if one has not the money to pay with.

Leave your finest wearables at Dresher Bros. Cleaning establishment knowing that you are dealing with a firm whose equipment alone is worth over $50,000. That makes the firm responsible, does it not?

Now then for a bundle of cleaning!

Just phone Tyler 345 or leave your work at Dresher The Tailor, 1515 Farnam St., or at the Dresher Branch in The Pompeian Room of The Brandeis Stores.

Dresher pays express one way on out of town shipments amounting to $3.00 or over.—Advertisement.

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