$2000 IN CASH FREE!

THE CHANCE OF A LIFETIME

Last January, February and March it will be remembered we advertised what was at that time considered one of the biggest contests ever published. The first prize was nothing more nor less than $5 a week for life, or an annuity of $250 a year in advance. Mr. A. W. Madden of Phillipsburg, N. J., was declared the winner, and as Mr. Madden preferred the annuity of $250 a year in advance, a certified check for the said amount was promptly forwarded to him. Just stop and think for a moment what a grand prize this was. It meant that as long as Mr. Madden lived he would receive from us every year on the first day of May $250 in cash. As Mr. Madden is only 27 years old he has a good many years before him in which to enjoy his good fortune.

The next contest we advertised closed October 5, 1900, and the cash prizes were awarded to the following parties:

Mrs. J. S. Poucher, Umstead, Suwanee Co., Fla., Five Hundred Dollars in Cash. Geo. C. Cone, Jr., Una, Davidson Co., Tenn., Two Hundred Dollars in Cash.

Mrs. J. B. Sherwood, Colon, St. Joe Co., Mich., $25; M. Schwartz, Chesterfield, Conn., $25; H. R. Selleck Elkton, Huron Co., Mich., $12.50; Mrs. A. H. Grainger, Independence, Autauga Co., Ala., $12.50; L. J. Garmon, Hillsboro, Hill Co., Texas; July Culey, Phelps, Lawrence Co., Mo.; Mary Booth, Newburgh, Orange Co., N. Y.; Mary Marell, Haselton, Ohio; A. J. Lowry, Trasky, Minn.; R. E. Hart, Searcy, Ark.; Mrs. Kate Lee, 20 So. 9th St., Minneapolis, Minn.; Carrie Henderson, Davis Creek, California; Leroy Loveless, Rockpoint, Jackson Co., Oregon; Miss L. R. Burbank, Lowell, Mass.; Mrs. M. McDonald, Stony Creek, N. Y.; J. S. Rodkey, Jefferson, Pa.; M. C. McFarlane, Bertram, Burnet Co., Texas; E. M. Henderson, Pulaski, Orange Co., N. Y.; Lavina C. Sprague, Clear Lake, Cerro Gordo Co., Iowa; Mrs. H. B. Thompson, 107 Lancaster St., Portland, Maine; May Henry, Grover, Bradford Co., Pa.; Mrs. Laura Thompson, Box 348, Paris Station, Ont., Canada; Louisa Miles, Derby, Ind.; Mrs. L. G. Murphy, West Liberty, Iowa; Mrs. May Bush, Delaware, Ohio; S. Mooney, Elderton, Pa.; Mrs. E. C. Dearing, Magnolia, La.; Mrs. E. J. Hughes, Crystal Springs, Miss.; Annie R. Crawford, Bremen, Ky.; Alonzo Pennolck, Norwich, Vt.; Mrs. W. W. Nichols, Marton Corners, Erie Co., N. Y.; Mrs. Hal Long, Sewee, Meigs Co., Tenn.; Joseph Rogers, Poortith P. O., Union Co., N. C.; Bonilla Johnson, Vancouver, B. C., Canada, $3.34 each.

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Now if you were so foolish as to ignore our previous advertisement, we certainly would advise you not to overlook this one, for without a doubt this is the opportunity of your life, for you have not only a chance to win an income of **$300 a year for life,** but also to win a large amount of ready cash. **We want you to read this over very carefully** for **it does not cost you one cent.** One of these contests is, we believe, a very hard one, in fact so hard that it cannot be solved in a minute, nor an hour, but is going to tax your brains and take considerable of your time. However, do not give it up, for it can be solved and just think of the reward. **We will give $2,000 in cash for the correct answer.** In the block square to the left we have printed 16 jumbled letters which we want you to try and arrange. These jumbled letters when properly arranged will spell the names of three large cities in the world. One city being located in the United States, one in South America and one in Europe. In making the names of these three cities the letters can only be used as many times as they appear, and no letter can be used which does not appear. When you have found the three correct names you will have used every letter in the sixteen as many times as it appears. If you cannot find the three correct names but find only two you will receive a special prize worth $1. Remember even **if** you find only two correct names you will have the same chance to win the income for life or one of the big cash prizes mentioned in the second half of this advertisement. **If you send in your answer at once we are quite sure you will not be disappointed.** Someone is going to win the money and it may be you. **Anyway, it does not cost you any money** to try and if you are a successful contestant there is only one easy condition, which will take less than half an hour of your time, and which we will write you as soon as your answer is received. This, we can truthfully say, is the very hardest puzzle ever advertised, so get out your geography, atlas or encyclopedia and look for these three cities. The correct names are known only to the president of this company and his private secretary. The envelope containing the three names has been sealed and deposited with a leading Safe Deposit Co. in Boston and will not be opened until the day after the contest closes. This, we believe, is the only honest way of conducting a contest, as everyone will have an equal chance. In the event of more than one correct answer being received, we will request five parties who have answered this advertisement to act as a committee to award the cash pro rata. They will be invited to come to Boston at our expense and be our guests while in this city. We take this unusual method of selecting a committee to show our good faith as we want to treat all in the fairest manner possible. The committee will be selected from among the contestants ten days before the contest closes, January 20, 1901, and you may be asked but not compelled to act as one of the committee. In addition to the **Two Thousand Dollars in Cash** we will give you an opportunity to **win**

$300 A YEAR FOR LIFE FREE

9 CASH PRIZES OF $250 EACH FREE 58 CASH PRIZES OF $25 EACH FREE

WITHOUT LABOR OR EXPENSE.

We are going to give to someone who has entered this contest and who complies with our easy conditions, an opportunity to **win** and secure from us without any labor or expense on their part, **Three Hundred Dollars** every year during their natural life. **We mean just what we say. If you are the lucky one, and we hope you are, for some one will get it, we will send the winner every year during their natural life $300 cash in advance.** Now, in addition to the cash prizes already mentioned we are going to give away **nine cash prizes of $250** each and **fifty-eight cash prizes of $25** in the following manner: We will give $250 to one party residing in the New England States which consist of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, and Connecticut. **$250** to one party residing in the Middle States which consist of New York, New Jersey, Pennsylvania, Delaware, Maryland and District of Columbia. **$250** to one party residing in the Central States which consist of Ohio, Indiana, Illinois, Michigan and Wisconsin. **$250** to one party residing in the Western States which consist of Minnesota, Iowa, Missouri, Kansas, Nebraska, and North and South Dakota. **$250** to one party residing in the Southern States which consist of Virginia, West Virginia, North Carolina, South Carolina, Georgia, Alabama, Florida, Mississippi, Tennessee and Kentucky. **$250** to one party residing in the Southwestern States which consist of Louisiana, Arkansas, Oklahoma, Texas, New Mexico and Arizona. **$250** to one party residing in the Rocky Mountain States which consist of Montana, Wyoming, Colorado, Idaho and Utah. **$250** to one party residing in the Pacific Coast States which consist of California, Nevada, Oregon and Washington, and **$250** to one party residing in the Do minion of Canada, and that is not all, for we will give to one party residing in each State and Territory in the United States and in each province of the Dominion of Canada a cash prize of **$25.**

We mean just what we say. You have an opportunity to win and secure from us, without any labor or one cent of expense on your part, any of the above named prizes. There is positively no deception, and as for trickery, how can there be, when the committee is selected from the contestants, and you yourself might be chosen to decide who the winners are.

Do not throw this contest aside and say, Oh, pshaw! I have answered puzzles before and never got anything; for if you do you will regret it as long as you live. Some one is going to win the money and it may be you, no one can tell. **Anyway, it does not cost you one cent** as we do not want any money from you. Are the prizes worth trying for? We think they are, for $300 a year paid to you for life will keep one from the poorhouse and to those who have a small income it will supply them with many a necessity which one has to do without in these hard times.

Do you know of any firm in the world that has made such liberal offers in such a fair manner? Of course we are strangers to you and you have no assurance except our word that we are financially able to carry out the promise we make. If you have the least doubt, we would be pleased to have you get a special report from either Bradstreet's or Dun's Mercantile Agency, or our bankers.

We are a responsible company with a paid up capital of **One Hundred Thousand Dollars,** composed of well-known business men, and our sole object in giving away such large cash prizes is to advertise our business and we will leave no stone unturned to accomplish, by honest methods only, our object.

Everyone entering this contest will receive honest treatment, and you will have the same chance whether you live in California, Mexico, Canada or Massachusetts—distance makes no difference.

When you have carefully arranged the jumbled letters into the three names which you think are right, send your answer to us at once and enclose a stamp for reply. Within a few days you will receive an answer telling you whether you are a successful contestant, and we will also send you full particulars regarding our other contest whereby you can win for one moment's thought, without any labor or expense, either $300 a year for life or a large cash prize. Do not delay, as this advertisement will not appear in this publication again. Address us this way:

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You need it now, the fall season calls for a Fall hat--and when you buy you want the correct shape. We have the newest styles in

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RECEIVER REFUSED.

Continued from first page.

secretary, and Ernst Hofer's a director, the secretary, A. F. Hofer Jr., made a report, showing that the only indebtedness of the corporation was on account of salaries due E. Hofer as editor and himself as business manager of said newspaper, in the sums of $649.64 and $1395.75 respectively, which report was, upon motion, duly approved. A. F. Hofer Jr., having thereafter secured an assignment of Ernst Hofer claim, commenced an action in the circuit court for Marion county, against the corporation, and recovered a judgment for the sum of $1945.39, and an execution having been issued thereon, all the property of the said corporation was sold to him in payment thereof. It is substantially alleged in the complaint that the defendants, who constitute a majority of the board of directors, fraudulently conspired to wreck the corporation and to acquire its property to the injury of plaintiffs, who own thirty-three shares of the capital stock, and that said corporation was not indebted to said defendants as claimed or at all, nor was any accounting ever had by them with it. That they collected from various sources moneys belonging to the corporation exceeding the sum of $30,000, which they have fraudulently appropriated to their own use and refuse to account therefor. The answer admits that since the defendants assumed control of said newspaper they have collected all moneys paid to the corporation, but deny that the sum so received is not known to the plaintiffs or that the latter believe it exceeds $30,000, and for a separate defense allege that after taking charge of the business an agreement was entered into with the corporation whereby it was stipulated that Ernst Hofer should receive as editor, and A. F. Hofer, Jr., as the business manager, of said newspaper, the sum of $25 per week each, and that a judgment having been rendered for the salaries due them, the property of the corporation had been sold on an execution issued thereon. The material allegations of the answer having been denied in the reply, a trial was had before the court, at which the plaintiffs introduced testimony showing their ownership of the stock of the corporation, that they had requested M. L. Chamberlain, president, and C. Marsh, a director, to defend said action or permit them to do so on behalf of the corporation, and the refusal of the latter to comply therewith, the value of the property so sold on execution, and that from $15 to $20 per week was a reasonable compensation for the service of an editor, and a like compensation for a business manager of said newspaper, and thereupon moved the court, upon such testimony and the pleadings, for an order directing the defendants to render an account. The court having overruled said motion, the defendants introduced testimony tending to show that the property sold on execution brought a fair price, and that the corporation agreed to pay them the salary so claimed, and the cause having been submitted, the court found that the allegations of the complaint had not been sustained and dismissed the suit, whereupon the plaintiff's appeal.

Opinion of Justice Moore.

If the overruling of the motion to require the defendants to render an account be regarded as a denial of equitable jurisdiction of the subject-matter, the court necessarily erred; for while an action of account was orginally cognizable at law, it was soon ascertained that only a court of equity, by reason of its power to compel a discovery, was competent, in many cases, to afford adequate relief, and out of this discovery has been evolved the principle of concurrent jurisdiction of courts of equity in such cases, 3 Black Com., *437; 1 Story Eq. Jur., (13 ed.) §452. The inadequacy of a legal remedy, which gives rise to equitable jurisdiction to settle an account, is apparent in the following instances: 1. Where the accounts are mutual; 2. When they are all on one side but intricate; 3. Where a fiduciary relation exists between the parties, thereby imposing upon the defendant the duty to render an account. 3 Pom. Eq. Jur., (2 ed.) §1421. The rule is of universal application that a court of equity has jurisdiction to settle an account wherever a fidaciary relation exists between the parties upon whom the duty of keeping accounts rests. 1 Encyc. Pl. & Pr., 96; Warren v. Holbrook, 35 Am. St. R, 554; Nashua & L. R. v. Boston & L. R., 19 Fed. 804; Pacific R. R. v. Atlantic, etc. R. Co. v. Atlantic etc. R. Co., 20 Fed. 277; Bischoffsheim v. Baltzer, 20 Fed. 890; Thornton v. Thornton, 31 Gratt. 212; Clarke v. Pierce, 52 Mich. 157; Marvin v. Brooks, 94 N. Y. 71; Fowle v. Lawrason, 5 Pet. *495; Halsted v. Rabb, 8 Port. 63; Vilwig v. Baltimore & Ohio R. Co., 79 Va. 449. To cite authorities illustrative of the principle that the directors of a corporation are the agents of, and trustees for, the stockholders, who have a quasi reversionary interest in the corporate property after the payment of the corporate debts, seems unnecessary, and the fiduciary relation existing between the parties having been clearly stated in the complaint, jurisdiction of the subject-matter attached in equity.

A suit in equity is maintainable only where there is not a plain, adequate and complete remedy at law. Hill's Ann. Laws Or., §380. "A plea of stated account," says Mr. Pomeroy, in his work on Equitable Jurisprudence (Vol. 3, 2 ed. §1421) "obviously constitutes a bar to a suit in equity for an accounting since in that case the remedy at law is entirely adequate." Thus, in Wann v. Cox, 31 Fed. 399, which was a suit to redeem certain property that had been conveyed and transferred as security for a loan of money, and for an accounting, the defendants contended that all the matters in controversy existing between the parties had been settled by an agreement, in pursuance of which the plaintiff promised to pay them the sum of $26,500 as the amount due, and to accept a reconveyance and transfer of all property received by them and not sold or disposed of. But it was held that inasmuch as the account rendered by the defendants was not itemized and many of the charges contained therein were evidently excessive, it did not constitute a plea in bar, so as to defeat the interposition of a court of equity, and thereupon decreed an accounting. So, too, in Morton v. Lea, 73 N. C. 21, it is held in a suit for an accounting that an answer alleging a former account and settlement did not constitute a plea in bar unless it alleged that an account had been stated between the parties and as settled was just and true. In Lee v. Abrams, 12 Hl, 111, Mr. Justice Trumbull, in speaking of the distinction between a plea in bar and a denial of any indebtedness, and the evidence necessary to establish each, says: "By filing the plea of plane computavit before the court, the defendant would, if the issue was found in his favor, be entitled to a judgment against the plaintiff for costs, and the plaintiff would be driven to seek redress in another form of action, although the proof should show, that a large sum had been admitted to be due him upon such accounting. The difference between the proof necessary to sustain the plea of plene computavit on the part of the defendant, and that which is requisite to sustain the issue of nothing in arrear, is this: In the former case, the defendant must show an actual settlement or accounting between the parties, and a balance struck, it matters not in favor of which party, while in the latter case, he must show by an exhibition of the accounts, that nothing is due the plaintiff."

In the case at bar the defendants admit in their answer that they secured all moneys collected on account of the corporation, and do not deny that they received the sum of $30,000; but they do not plead a stated account in bar or tender the issue of nothing in arrear, thereby conclusively establishing the existence of conditions giving the court equitable jurisdiction of the subject-matter. Under the rules of former practice it was customary in a suit for an accounting, to render an interlocutory decree known as quod computet; (Morton v. Lea supra; Closson v. Means, 40 Me. 337) but such decree was not necessarily a condition precedent to referring the cause to a master, auditor, or referee to take and state the account. Spalding v. Day 37 Conn. 427. The decree in such cases "that the defendant do account" was equivalent to an adjudication upon the pleadings that a court of equity had jurisdiction of the subject-matter (McPherson v. McPherson, 41 Am. Dec. 161) and the fact that defendants herein introduced testimony after the motion was overruled tends to show that the court did not hold that it was without jurisdiction. The question, then, presented by this appeal, as we view it, is whether the court, after considering that it had jurisdiction, was obliged to refer the cause to a master to take and state the account, or whether it could do so itself.

No Reference Was Needed.

In Taylor v. Girard Life Ins. Co., 1 App. Cases (D. C.) 209, which was a suit to foreclose a deed of trust, it was held that it was the duty of the court to ascertain the amount due, and that in discharging such duty it might call to its assistance the services of an auditor, but that this was a matter entirely within its discretion. In Bryan v. Morgan, 35 Ark. 113, which was a suit by one partner against another for an accounting, the court, upon motion therefor, refused to refer the cause to a master, and it was held that no error was thereby committed, the court saying: "The Chancellor may, himself, take an account, announce the result, and decree accordidgly." In Hidden v. Jordan, 28 Calif. 301, it is held that it is in the discretion of the court to take the account or refer the cause to a commissioner or referee for that purpose. In Emery v. Mason, 75 Calif. 222, it was held that in a suit for an accounting the court may itself take or state the account, and when it does so a refusal to order a reference for such purpose is not erroneous. In Montanye v. Hatch 34 Ill. 394, it is held that a court of equity has power to discharge the duties ordinarily performed by its master in stating an account between parties, and that no injustice was done in refusing to refer the matter to a master, because either party had the same rights before the court in regard to the production of books and examination upon interrogatories that he would have enjoyed before a master. In Jewett v. Cunard, 13 Fed. Cases, 594 (No. 7310), it is held that where the court has the means to take an account satisfactorily and is disposed to do so, the cause will not be referred to a master unless both sides desire it and acquiesce in the further delay and expense incident thereto. To the same effect see, Wheeler v. Billings, 72 Fed. 301; Martin v. Foley, 82 Ga. 552; Carter v. Lewis, 29 Ill. 500; City of Belleville v. Citizens Ry. Co., 152 Ill. 171; Shipp v. Jameson, 1 Litt. Sel. Cases 190; Goodrich v. Parker, 1 Minn. 169; Pierce v. Thompson, 6 Pick. *193; Bailey v. Westcott, 6 Phila. 525.

Could have Examined the Books.

The motion to require the defendants to render an account was evidently treated by the court and parties as a request to refer the cause to a master to take and state the account, and when this motion was overruled the plaintiffs had every opportunity to ascertain the condition of the account before the court that they could have enjoyed before a master, Montanye v. Hatch, supra.

The transcript, relating to the filing of the motion, is as follows: "Mr. Carson, attorney for the plaintiffs, asked permission of the court to file a motion, asking that an interlocutory decree be issued compelling the defendants to render an accounting. The court: 'You can file a motion and I will pass upon it.'" In pursuance of this permission the following motion, omitting the title and subscription, was filed: "Now on this 11th day of November, 1898, at the close of the evidence offered by plaintiffs at the trial of this cause, the plaintiffs move the court for an order or decree directing the defendants Hofer to render an account. This motion is based upon the pleadings and evidence offered by plaintiffs and received upon the trial of this suit." If this motion be regarded as an application to the court for an order requiring the defendants to prepare and file a bill of particulars, containing an itemized account of moneys collected and paid out on behalf of the corporation, and it be admitted that it is within the power of the court to grant the motion, it is at most discretionary (Hill's Ann. Laws Or., §521,) and no error can be predicated upon a refusal to comply with the request, unless it is manifest that such discretion has been abused, which, in our judgment, is not apparent. If a party allege an account and do not set forth in his pleading the items, nor file therewith a copy thereof, he must, within five days after a demand therefor in writing, deliver to the adverse party a copy of the account, and if the one filed or delivered be defective the court may order a further account, and if the party refuse to comply therewith he shall be precluded from giving evidence thereof. Id. §83. It will be remembered that the defendants do not allege an accounting with the corporation nor does it appear that any demand was made upon them for a copy of their account, and hence plaintiffs could not insist, as a matter of right, upon the filing of a bill of particulars.

At the argument our attention was called by plaintiff's counsel to the case of Miller v. Kent, 60 How. Pr. 388, where it was held that a broker, who is the agent of his client, ought to be required to show fully and specifically each item of the account which he charges against his client, and the defendants were thereupon ordered to serve a bill of particulars; but this was done, however, in pursuance of a statute of New York which provided that: "The court may in any case direct a bill of particulars of the claim of either party to be delivered to the adverse party," thus making the order evidently a matter of discretion. To the same effect is Morgan v. Morgan, 48 N. J. Eq. 399, in which it was held that when a party claims by his bill that he has been acting as trustee or agent, and as such is entitled to an account with his cestui que trust or principal, it is his duty to present his account with his bill, and if he fails to do so it is proper for the court, when a reference to a master is asked for, after taking the testimony to suspend the hearing and require the plaintiff to make and present such account. The latter decision would seem to have been made under a statute like like ours.

Defendants Produced Their Books

In Campbell V. Knowles, 13 Phila, 163, it is held that an order for the production of books and papers will not be made unless the bill prays for a discovery of facts material to the issue. See also 6 Encyc. Pl. &Pr., 781. In the case at bar no discovery is prayed for in the complaint, and this benig so, the plaintiffs cannot insist upon the production of a bill of particulars as a matter of strict legal right, thus exceeding the court's discretion. Besides the defendants were evidently ready to submit their books to the inspection of the court and parties in order that the account might be determined the reform; for A. F. Hofer Jr., in answer to an interrogatory propounded to him on cross examination, read from his ledger the the credits respecting his salary, though the books were not offered in evidence.

Whether the judgment rendered against the corporation is vulnerable to a collateral attack because the claims upon which it was predicated were audited by the defendant, who constitute a majority of the board of directors making the allowance, becomes important only in case of an accounting between the parties; but the failure of the plaintiffs to avail themselves of the opportunity afforded them to try the cause before the court on the merits precludes the necessity of considering the question.

The errors insisted upon not appearing to have been prejudicial, the decree is affirmed.

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