Women's Knit Vests

10c values

7c

25c Vests

21c

This month only

Men's Balbriggan Underwear

Regular 50c values

39c per garment

This month only

Try the BIG 4

4 pair Men's Sox for **50c**

Others 3 pairs for **25c**

Stockton

OREGON SUPREME COURT DECISIONS

Full Text Published by Courtesy of F. A. Turner, Reporter of the Supreme Court.

O. R. & N. Co. v. Coolidge, Union County.

Oregon Railroad and Navigation Company, appellant, v. O. F. Coolidge, respondent. Appeal from the circuit court for Union county. Hon. J. W. Knowles, judge. Argued and submitted at Pendleton, May 2, 1911. W. W. Cotton, Cochran and Cochran, and W. A. Robbins, for appellant. F. S. Ivanhoe, for respondent. Burnett, J. Affirmed.

The plaintiff, a railway corporation organized under the laws of Oregon, operating as a common carrier a railway extending from Portland to Huntington in this state, claims to have entered into an arrangement with the Union Pacific, the Oregon Short Line and the Denver and Rio Grande Railroad companies whereby they promulgated a joint tariff prescribing a rate of 60 cents per hundred pounds on shipments of cement in carload lots transported over their lines of railroad from Portland, Colorado, to La Grande, Oregon, which said tariff was thereafter duly published and filed with the interstate commerce commission and was at the time mentioned in the complaint, the lawful rate for the transportation of that kind of property between said points over said lines of railroad. As the delivering carrier authorized under that arrangement to collect in its own name from a consignee the entire through freight charges on freight moving between those two points, the plaintiff asserts in substance that about April 25, 1907, the defendant purchased at Portland, Colorado, 500 sacks of cement, loaded the same on a car and delivered the car so loaded to the Denver and Rio Grande Railroad company at Portland, Colorado, with instructions to transport the same over said lines of railroad and deliver it to defendant as consignee at La Grande Oregon, and that he agreed to pay for the same the lawful rate for that carriage of that kind of property. It is also stated in the complaint that having received the shipment at Huntington, Oregon, its eastern terminus, the plaintiff paid the other lines of railroad the full amount of their charges for transporting the property to that point and thereafter carried it to La Grande, where the shipment was delivered to and accepted by the defendant as consignee. The plaintiff avers that the total freight charge on the shipment according to the legal tariff was the sum of $291.25, of which the defendant paid the plaintiff $166.25, leaving a balance of $125 which the defendant refused to pay and for which the plaintiff demands judgment. There are two other counts in the complaint for two similar shipments on like alleged terms.

The answer traverses all the allegations of the complaint aside from the corporate existence and business of the plaintiff, except as otherwise stated in the answer. The defendant affirmatively states that he purchased 500 sacks of cement at Portland, Colorado, for sale at La Grande, and the vendor then and there caused the said cement to be delivered to defendant at La Grande; that plaintiff delivered the cement to the defendant at La Grande and demanded and received from defendant as full and reasonable compensation for the transportation in question the sum of $166.25, which was the reasonable and only amount fixed or lawfully chargeable or collectible by plaintiff as freight on such shipment, being a rate of 35 cents per hundred pounds. Substantially the same defense is made to the other two counts. The reply materially controverts the answer especially as to the rate properly chargeable.

At the close of the testimony for the plaintiff the court entered a judgment for nonsuit from which the plaintiff appeals.

Burnett, J.: The plaintiff declares upon an original agreement of the defendant to pay the freight at the legal rate established in pursuance of the interstate commerce law, alleging that rate to be 60 cents per hundred pounds. Both the agreement and the alleged rate having been denied, it was incumbent upon the plaintiff to prove them. It may be remarked in passing that there is no evidence in the record showing that any contractual relations existed directly between the plaintiff and any of the carriers mentioned in the pleadings. At best it only shows that a consignor at Portland, Colorado, loaded the property on a car and entrusted it to the Denver and Rio Grande Railroad company and directed its shipment to the defendant at La Grande. The most that the testimony shows in that respect is that the defendant found his property in the possession of the plaintiff at La Grande under its claim of $166.25 for freight which he paid, and received his property.

The principal question, however, in this case hangs upon whether or not the plaintiff offered sufficient proof that the legal rate was 60 cents per hundred pounds, as alleged in the complaint. The only testimony offered on that question consisted of extracts from freight tariffs jointly filed with the interstate commerce commission by the plaintiff and other railway companies participating in the shipment, as mentioned in the complaint. Objection is made by the defendant that these extracts were not properly certified, but this was practically abandoned at the argument. In addition to reciting his custody of the schedules and tariffs of rates, the certifying officer, the secretary of the interstate commerce commission, states that the copies had been compared by him with the originals in his custody and that the same are correct transcripts of the parts thereof particularly specified in said documents. This is a substantial compliance with our statute on that subject, L. O. L. Sec. 771. The secretary further states that these extracts show "the combination through rates based on Portland, Oregon, and rules and regulations governing the same applicable to a shipment of cement moving between April 15, 1907, and August 15, 1907, from Portland, Colorado, to La Grande, Oregon," and further states that there are "no through joint rates on file with the said commission from and to the said points of origin and destination applicable to, said shipment between said dates," meaning between Portland, Colorado, and La Grande, Oregon. It is the duty of a certifying officer only to state what his record shows in terms quoted in the transcript. It is not for him to impart legal effect to the excerpts quoted. His statement that the extracts show the combination through rates and rules and regulations governing the same and that they are applicable to a shipment, are conclusions of law and are not binding upon the court. It is for the court to construe the legal effect of documents offered in evidence. L. O. L. Sec. 136. Within the meaning of this section it was not error when the circuit court refused to allow a rate expert, produced by plaintiff as a witness, to construe the certified copies of the extracts from the rate sheets above mentioned and to declare to the jury therefrom the amount of the legal rate.

The first extract is from supplement number 17 to the trans-continental freight bureau, west bound tariff number 4-C, effective June 24, 1905. It states that "the following special commodity rates will apply only from and to points designated except that rates applying from Missouri River common points will apply as maxima from Colorado terminals and Colorado common points." It gives the rate over the lines of the companies mentioned in the complaint on cement from Portland, Colorado, to Portland, Oregon, at 35 cents per hundred pounds. It also appears from a further extract from the freight tariff of the plaintiff filed with the interstate commerce commission that the special commodity rate on cement from Portland, Oregon, to La Grande was 25 cents per hundred pounds. A still further extract certified by the secretary from the transcontinental freight bureau circular number 9-C, filed October 6, 1905, that "rate applicable to or from intermediate Pacific coast points as published in current east bound and west bound tariffs of the transcontinental freight bureau or subsequent issues thereof will apply to or from stations named herein on the lines of the O. R. & N. Co. in Oregon, Washington and Idaho........west bound; where lower through rate can be made by use of the terminal rate to Portland plus the local rate from Portland to destination, such lower through rate will govern." It also appears that Portland, Oregon, takes a terminal rate and La Grande takes rates applicable to or from intermediate points. Do these extracts thus certified prove the plaintiff's allegation that 60 cents was the legal rate for one hundred pounds on a shipment of the kind in question from Portland, Colorado, to La Grande, Oregon.

The plaintiff contends that it is not only entitled to but required to charge the terminal rate from Colorado to Portland, Oregon, 35 cents, which the defendant has already paid, but also an additional 25 cents, being the local rate from Portland, Oregon, back to La Grande. Under the paragraph relating to west bound freight above quoted, this combination of the terminal rate of 35 cents plus the local rate back to the ultimate destination, La Grande, can be used only when that sum, amounting to 60 cents, is lower than the through rate, being a rate direct from Portland, Colorado, to La Grande. No evidence whatever was offered of any such through rate. Hence the court was without any standard of comparison whereby to determine whether the combination of the terminal and local rate would be less or greater than the through rate. The certificate of the secretary of the interstate commerce commission, indeed, states that there is no through joint rate on file with the commission between Portland, Colorado, and La Grande, but this is not enough in our judgment to authorize or require the plaintiff to charge for a haul from Portland, Colorado, through La Grande to Portland, Oregon, and back again to La Grande, when the only service rendered was a direct haul from the point of shipment to the point of delivery. If any evidence had been given of a through rate the court could then have determined whether it was greater or less than the combination rate charged by the plaintiff. Section 6 of the act of congress of June 29, 1909, amendatory of the original interstate commerce law, provides that if no joint rate over the through route has been established, the several carriers in such through route shall file, print and keep open to public inspection the separately established rates, fares and charges applying to the through transportation." 34 U. S. Stat. at Large p. 586. The plaintiff failed in its proof in that it gave no evidence either of a joint rate or of what would operate in its place, namely, the several rates charged by each carrier applicable to a through shipment over the several lines between the point of origin and the point of delivery of the shipment the sum of which would be equivalent to a through joint rate. In our judgment the testimony offered on this point was not sufficient to prove the allegation that 60 cents per hundred weight was the legal rate for which the defendant was liable, if at all.

It may be well conceded that if the legal rate had been properly proven its reasonableness could not be questioned in this action. Baldwin Sheep & Land Co. v. Columbia Southern Railway Co., 114 Pac. 469. It may also be conceded as established by the authorities that the transportation company has the right at the outset to establish its rates without previous application to the interstate commerce commission and that the question as to the reasonableness of such rate can be heard, in the first instance at least, only before that commission; but, presuming that the transportation companies concerned in the joint shipment have obeyed the law, the court below was authorized to conclude that in accepting the shipment and delivering the same to the defendant on payment of a rate of 35 cents per hundred, it had lawfully fixed that as the rate from the point of origin to La Grande and having fixed it once and closed the transaction in question, it could not, so far as appears in the evidence in this case, afterwards fix another rate and make it relate back to the closed incident as a basis upon which to demand an increase in the charges.

The judgment is affirmed.

Brown v. Truax, Union County.

Frank Brown, as administrator of the estate of William Dye, deceased, respondent, v. Franklin Truax, appellant. Appeal from the circuit court for Union county. The Hon. J. W. Knowles, judge. Argued and submitted at Pendleton, Oregon, May 2, 1911. Cochran & Cochran, for respondent. Turner Oliver, for appellant. McBride, J. Affirmed.

This is an action for claim and delivery, arising out of the following facts: In October, 1908, William Dye was the owner of a quantity of cordwood, situated near Kamela, Union county, and entered into a contract with Denver Charlton to haul and deliver it at the railroad track at Kamela, at the agreed price of $1.50 per cord. It was agreed that Charlton should hold possession of the wood until the price of hauling should be paid. In December, 1908, Dye disappeared, and in May, following, portions of his dead body were found and identified, and plaintiff was appointed his administrator. The hauling was not completed at the time of Dye's disappearance, but about 30 or 40 cords were hauled thereafter, but without knowledge by Charlton of the death of Dye. About April 1, 1909, Denver Charlton left the state and before departing placed his father, H. K. Charlton, in possession of the wood with instructions to hold it for him as security for his claim. The administrator subsequently demanded possession from H. K. Charlton, who refused to deliver the wood, and thereupon filed in the county court a complaint in the name of the state, with himself as a relator, charging Charlton with contempt; and while Charlton was absent, attending to contempt charges, the administrator sold, and caused to be shipped away, all but 92 cords of the wood. The county court dismissed the contempt charge, and found that Charlton was entitled to hold possession of the property to enforce his son's lien. Thereupon Charlton advertised the wood for sale, at auction to satisfy the lien and defendant became the purchaser at $4.00 per cord.

Plaintiff brought this action to recover the property and for damages. No demand for possession of the property was made upon defendant before the action was begun. Defendant answered, pleading (1) the general issue; (2) setting up the contract between Dye and Denver Charlton and claiming a lien by virtue of such contract and also by virtue of Sec. 7452 L. O. L., giving a possessory lien to laborers and others for their just and reasonable charges for labor performed. At the close of the testimony, the court directed the jury to find a verdict for the plaintiff for whatever they should find to be the value of the wood. Other facts appear in the opinion. Defendant appeals.

McBride, J: We are compelled to affirm the judgment in this case. The finding of the probate court that Dye was dead and the appointment of an administrator was, in the absence of any evidence to the contrary, conclusive proof of that fact. We think the evidence tended to show that Denver Charlton had a lien both by agreement and under Sec. 7452 L. O. L., but being of record a claim should have been presented to the administrator before any attempt was made to foreclose. In Teel v. Winston, 22 Or. 489, this court held that a mortgage claim against real property could be foreclosed without presentation, and the authorities are fairly uniform that mechanic's lien claims and other claims of record need not be presented for allowance. But claims of the character of the one at bar, arising by operation of law or existing in parol, and without any written evidence of their validity, rest upon a different principle. The mortgage or mechanic's lien claim is of record and, therefore, notice to the administrator of the nature and extent of it, so that he can reasonably prepare to meet it or apply to the court for permission to redeem it. The laborer's lien clam very often is unliquidated and never necessarily notice to the administrator of its existence or amount. The policy of the law imperatively requires that such claims be presented. By thus presenting them the claimant waives no right whatever and may thereafter proceed to enforce his lien. Casey v. Ault. 4 Wash. 167; 29 Pac. 1048, is a case n point and we adopt the reasoning of that case as applicable to this.

It follows, therefore, that in attempting to sell the property without first presenting his claim, Charlton committed a wrongful act and his lien was lost when he parted with possession of the property. If this should be treated as a lien by contract there could be no sale of the property without a foreclosure by suit in equity; L. O. L. Sec. 422. Treating it as a laborer's lien under Sec. 7452 L. O. L. neither the answer nor the proofs come up to the standard required by this section. The law provides that the laborer shall have a lien for "his just and reasonable charges." There is nothing in defendant's answer nor in his evidence alleging or attempting to prove the reasonableness of the sum claimed by Denver Charlton. He relies wholly upon alleged contract. It is like the case of one who sues upon an express contract and seeks to recover upon a quantum meruit.

It is claimed that the court erred in not submitting to the jury the question of the ownership of the wood but this was conceded in the answer. The defendant attempted to justify by alleging the wood to be the property of Dye, alleging a special property in or lien upon it by virtue of his contract with Dye and services rendered thereunder. The ownership of the property being conceded to be in Dye, and the finding of the county court as to Dye's death being conclusive in this case, and the appointment of the plaintiff as administrator being shown by the proper record evidence, it was the duty of the court to interpret these documents and ascertain their legal effect, which it did.

It is claimed that the court erred in holding that the fact of agency could not be proved by the testimony of the agent, but we do not so understand the ruling. Counsel attempted to prove what H. K. Charlton had said to a witness in relation to the scope of his authority to act for Denver Charlton, when the court said: "You can't prove an agency by the agent, can you Mr. Oliver?" The remark, taken in connection with what was before the court was evidently merely an intimation that it was not permissible to prove the unsworn declarations of an agent to establish the fact of his agency. The testimony apparently was allowed to stand, though it was clearly inadmissible. We have treated the case as though the agency of H. K. Charlton was clearly proved, as we think it was; but, giving this fact it greatest effect, it could make no difference in this case.

It is urged that Brown stood by and permitted defendant to purchase the wood and thereby he is estopped from now claiming it, but no such estoppel is pleadedj nor proved. Plaintiff did no act calculated to mislead defendant, nor is there any testimony that he even knew that the sale was to be made.

It is contended that the witness Seaman was not qualified to testify as to the market value of the wood. He testified that he was the station agent at Kamela; that he had not dealt in wood himself; that he knew its market value; that he heard it overday; that he heard people making bargains on a number of occasions, though he had made none himself.

We think this was sufficient to qualify him; besides, the jury fixed the price of the wood at $4.00 per cord, the lowest price quoted by defendant's witnesses.

It is also claimed that plaintiff cannot recover in this action by reason of having failed to allege and prove a demand upon defendant for the property. The act of Charlton in selling the wood, being a wrongful cat, defendant's possession was wrongful and no demand was necessary: Surles v. Sweeney, 11 Or. 21. Moreover, the defendant in his answer claims the title to the property and where such is the condition of the pleadings no prof of demand is necessary: Smith & Co. v. McLean, 24 Iowa 322; Homan v. Laboo, 1 Neb. 204; Shoemaker, Miller & Co. v. Simpson, 16 Kan. 43.

It is contended that the judgment of the court in the contempt proceeding is a bar to this action, but it cannot have this effect. It was brought in the name of the state and was quasi criminal, and the only valid judgment that could have been rendered was that Charlton was not guilty of the contempt charged. The court could not, in such a proceeding, adjudicate any property right. It was not between the administrator and Charlton, but between the state and Charlton, and cannot bind any party to this proceeding.

Finding no error, the judgment of the circuit court is affirmed.

Gallagher v. Kelliher, et al, Douglas County.

A. M. Gallagher, respondent, v. W. J. Kelliher and another, appellants. Appeal from the circuit court for Douglas county. The Hon. J. W. Hamilton, judge. On petition for rehearing. Affirmed April 11, 1911. 114 Pac. 943. Cardwell & Watson, for appellants. Coshow & Rice, for respondent. Eakin, C. J. Denied.

Eakin, C. J.: Counsel for defendant contends that the deed from Genger to Collins, through which defendant claims title, conveys all the land owned by him, not conveyed to the church people, which, he says, grants the very strip in dispute. But the statement assumes that the strip in dispute is not in the tract conveyed to the church people which can be made to appear only by proof of the location of the west line of the church tract. The only evidence that that line is other than the location of the old fence is in the evidence of Germond, the surveyor, which is not the evidence of any fact, but the opinion of a witness.

Defendant contends that this evidence, not being objected to, was relevant and material and sufficient to prove the fact. He does not testify to the facts but gives his conclusion, based upon a former survey made by himself, without the facts upon which it is based, viz: the correct starting point of the survey and the correct courses and distances. We must be enabled to follow in the footsteps of the surveyor.

Aside from the authorities cited in the opinion it is said in Stewart v. Carleton, 31 Mich. 273, "It appears to have been supposed that the surveyors are competent not only to testify to measurements and distances, but also to pass judgment themselves, and on information of their own choosing upon the position of lines and starting points. This is not the only case in which we have encountered such evidence on important private rights; and surveyors seem to have the idea that they may act entirely upon their own judgment in determining public and private rights. This is very dangerous error * * *. But the determination of facts belong exclusively to courts and juries." To the same effect are Radford v. Johnson, 8 N. D. 182; O'Brien v. Cavanaugh, 61 Mich. 369. In Burt v. Busch, 82 Mich. 506, it is said that "They (surveyors) may detail facts, but, when they have no knowledge of facts, their opinions or conjectures cannot control to establish or disturb boundaries * * *. The question of location of a starting point for a surveyor is one of fact for the jury and not one of theory to be determined finally upon the opinion of surveyors or experts."

In Olin v. Henderson, 120 Mich. 149, 154, the following instruction given to the jury was approved: "It is for you to fix that (the starting point of the survey) by the evidence in this case; and the fact that a surveyor, unless he has the original monument to start from, has made a survey, and what he believes or claims to be the property, is no evidence of that property, except such as you may find that he has started from the original point." So also, Reast v. Donald, 84 Tex. 648.

A surveyor can testify to any fact within his knowledge, but his opinion or conclusion of facts, based upon a survey made by him, it not competent, at least without giving the details of the survey. Therefore, even though the evidence of the surveyor was not objected to it was not evidence of a fact but the conclusion of the witness, and, as stated in the opinion, there is no proof that the west line of the church property is other than where the old fence was located. It necessarily follows that there is no evidence that any of the land east of that west fence of the church property was included in the deed from Genger to Collins. The east line of defendant's property is only fixed by the west line of the church property. Without the identification of that line as being east of the old fence, defendant has shown no right to any of the ground sued for. And unless a better title is shown by defendant, plaintiff's possession at the time he was ousted is sufficient to entitle hm to recovery.

The petition is denied.

Electric Rubber Hose

is not only the most durable and economical garden hose made, but it is the only hose in the world that is self-measuring.

Every foot of Electric Hose you buy is numbered. The figures are moulded in the corrugated outer tube.

You can use your Electric Hose to measure your garden, to help lay out flower beds and regulate the distances between plants or shrubbery.

Don't buy ordinary hose before you let us explain the extraordinary qualities of Electric.

SALEM HARDWARE COMPANY.

THE JUNE WIDE WORLD MAGAZINE.

The June Wide World is a sterling number and contains a mass of interesting and instructive information regarding the four quarters of the globe. Mr. H. Hesketh Prichard continues his enthralling account of the famous journey he made "Across Unknown Labrador;" Major Sykes has another paper on "The Wilds of Persia" and Mrs. Fred Maturin contributes a third article descriptive of her "Trek Beyond the Zambesi." John A. Hope, a hunter of international reputation, writes an account of his adventures with the Canadian wolf and Mrs. L. M. Terry gives an extraordinary description of "The Mysterious Cave-Dwellers of Arizona." Dr. Maximus Neumayer commences a series of articles on dealing with "Unexplored Brazil" and there are a number of fine adventure stories. The illustrations are a striking feature of this magazine and one wonders how it is possible to collect so many new and remarkable photographs month after month. The Wide World is the most unique magazine on the news stands today.

What Foley Kidney Pills Will Do for You.

Foley Kidney Pills are a true medicine. They are healing, strengthening, antiseptic and tonic. Foley Kidney Pills take hold of your system and help you to rid yourself of your dragging backache, dull headache, nervousness impaired eyesight, and of all the miserable feelings that result from the impaired action of your kidneys and bladder. Remember it is Foley Kidney Pills that do this for you. Red Cross Pharmacy.

Motor Car Insurance.

We write insurance on automobiles and all kinds of power driven vehicles at the lowest rates, and insure against damages from fire under any and all circumstances, whether in private or public garage or on the road or in accident. More cars are destroyed by fire than by all other causes put together. Rates the lowest. E. Hofer & Sons, 201 U. S. National Bank building. 5-22-tf

Mrs. J. S. Starnes, Hickory, N. C., seaks to those who have a similar trouble. "I have been bothered a great deal with throat and lung trouble, and find Foley's Honey and Tar Compound gives me immediate satisfaction and relief." Take Foley's Honey and Tar Compound for coughs colds and hoarseness, for children and grown people. Accept no substitutes. Red Cross Pharmacy.

Home prosperity depends upon home industry, and state-wide prosperity will be made greater, if factories selling "Made in Oregon" goods are patronized by the local merchants

Balked at Cold Steel.

"I wouldn't let a doctor cut my foot off," said H. D. Ely, Bantam Ohio, "although a horrible ulcer has been the plague of my life for four years. Instead I used Bucklen's Arnica Salve, and my foot was soon completely cured." Heals burns, boils, sores, bruises, Eczema Pimples, corns, surest pile cure, 25c at J. C. Perry's.

REAL ESTATE NEWS BULLETIN THAT IT WILL PAY YOU TO READ OVER CAREFULLY

Do Not Fail to Consult Us if you Want to Buy or Sell Property. We Study the Value of Each Piece of Property From Standpoint of Buyer and Seller.

We have one of the best five-acre tracts on the market, only 10 minutes' walk from streetcar line, with good house, barn, chicken house and yard, grove, and about 2½ acres in orchard, owner will build on five acres adjoining and furnish water supply from windmill for both places. In full crop of fruits of all kinds and garden. Finest view of city and mountains, sheltered from south winds in winter, an ideal little home ranch for $2600. Compare this with anything that is offered and go and see the place and you will be delighted.

A good home close in, four blocks from Marion hotel, for a small family, house entirely rebuilt, concrete foundation, barn or woodshed, city water, electric lights, bat room, place for another bungalow on adjoining lots, two lots and house for $2000. Rents for $12 per month. The electric light and water fixtures cost $30. Street paving and sewer assessment $293.33 included in the above. The lots have a front of 102 feet on Mission street, and about the same on Liberty. Southeast corner. A good investment.

Fine family home farm of 21 acres two and a half miles from city, half mile to macadamized road, 8 room house, full grown apple and pear orchard, nine acres in fruit, new windmill, barn, livestock, farm machinery team, four Jersey cows, with place, in full crop, $9,000.

Fine young orchard place with $1800 improvements, 3½ acres prunes bearing, 20 acres planted to fruit, threefourths mile beyond forks of Jefferson and Liberty road, $8000.

Stock and fruit ranch on Santiam river, 240 acres, 40 acres slashed, 10 acres in crops, 20 acres under wire fence, one acre eight year old orchard, one acres potatoes, one acre garden 18 head of cattle, team, wagon, harness, farm tools and crops, furniture worth $300, bungalow with five rooms, fire-place, three barns, cold spring that can be piped to house, six million feet of yellow fir piling and tie timber, $6000. Terms, half cash.

Three lots and three houses in West Salem on easy terms.

First class corner building lot in Sommercial street in finest residence part of city, $1500.

Two lots on Aural avenue just off Commercial street, $300 each.

First clas scorner building lot in Salem Heights' addition, two blocks from Commercial street, for a few days only $400.

Have $400 to loan on real estate mortgage.

Eight-room house, fine lot 79x160, on carline, in best residence part of city, fruit trees and fruit, modern improvements, $5000.

Best 20-acre prune orchard, in full bearing, one-half mile from Rosedale, $6000.

Well established manufacturing business, one-fourth cash; easy terms on balance; $20,000.

Brush farm, fine fruit land, in Liberty district, 22 acres, 2½ acres cleared, good house, $2200.

Finest improved fruit farm and residence on Garden Road for sale on easy terms; $10 000.

Half-acre tracts on South Commercial Street, close in, on easy terms; $600.

Three first-class 50-acre tracts on fine road, near church and school, per acre, $100.

Five-year-old prune orchard, half-mile beyond end of carline, sold in lots of two acres or upward, to suit purchaser, all but first two acres, $5000 per acre.

R. R. Ryan place, 20 acres, 1½ miles east of city, fine house, two large barns, $10,000.

Half block, Twentieth and Trade streets, corner lot with house, $1200; three lots $800 to $1000.

Best five acres, with orchard, house and barn, little timber, ideal little home lot, with $1500 improvements, close to city, $2600.

Good house and two lots, corner Liberty and Mission, price, including paving and sewer, $2000.

Four choice building lots, two facing Liberty and two on High streets, $800. Spot cash. All good, new buildings on the block. Lots large, 75x141, and all sewer assessments paid.

A Father's Vengeance.

Would have fallen on any one who attacked the son of Peter Bondy of South Rockwood, Mich., but he was powerless before attacks of kidney trouble. "Doctors could not help him," he wrote, "so at last we gave him Electric Bitters and he improved wonderfully from taking six bottles. Its the best Kidney medicine I ever saw." Backache, Tired feeling, Nervousness, Loss of Appetite, warn of Kidney trouble that may end in dropsy, diabetes or Bright's disease. Beware: Take Electric Bitters and be safe. Every bottle guaranteed. Fifty cents at J. C. Perry's.

A man's education isn't complete until he takes a finishing course from his wife.

In the Wake of the Measles.

The litle son of Mrs. O. B. Palmer, Little Rock, Ark., had the measles. The result was a severe cough which grew worse and was so severe he could not sleep. She says: "One bottle of Foley's Honey and Tar Compound completely cured him and he has never been bothered since." Croup, whooping cough, measles cough, all yield to Foley's Honey and Tar Compound. The genuine is in the yellow package. Refuse any substitute. Red Cross Pharmacy.

TO CURE A COLD IN ONE DAY

Take LAXATIVE BROMO Quinine Tablets. Druggists refund money if it fails to cure. E. W. Grove's signature is on each box. Twenty-five cents.

Children Cry FOR FLETCHER'S CASTORIA