

BREACH OF PROMISE

IT IS AN EASY MATTER FOR A WOMAN TO OBTAIN DAMAGES.

Simple Compliments or Acts of Gallantry Are Sufficient in the Eyes of the Law to Support Proof of a Promise to Marry.

Ever since Margaret Gardiner and her daughter Alice brought what is reputed to have been the first breach of promise suit, against John Keche of Ypswyck, showing that he, the said John Keche, had received a sum of money on condition of his marrying the aforesaid Alice and that he had married Joan Bloys, "ageing all good reason and conscience," breach of promise suits have been recognized among all English speaking peoples. Lord Holt enforced it at common law, holding that "the wounded spirit, the unmerited disgrace and the solitude which would be the probable consequence of desertion after a long courtship were considered to be as legitimate claims for pecuniary damages as the loss of reputation by slander or the wounded pride in slight assaults and batteries."

These matrimonial contracts are not general. No grim visaged lawyer draws up a formal contract to be executed; no notary pries into the intents and purposes of the parties and certifies the same under his official seal; no go-between Pandarus is present to hold the hands of Troilus and Cressida and solemnly pronounce:

"A bargain made. Seal it, seal it. I'll be the witness."

No. In the vine clad arbor or behind the protecting screens of parlor walls, in some shady nook or in the dim moonlight deep down some lonely dell, "far sunken from the healthy breath of morn and eve's one star," there these engagements are softly whispered and the contract sealed with a kiss.

For these reasons, while the making of the contract is a question of proof, it need not be proved in totidem verbis and is often inferred from the actions, language and conduct of the parties, and it is difficult to tell under what circumstances the court would be justified in finding that a promise had been made. Many a young man not fatally bent on matrimony would sometimes be surprised to find that his language, intended only as a compliment to some charming damsel, or his conduct, meant solely as an act of gallantry, is sufficient in the eyes of the law to support proof of a promise to marry.

A gentleman once concluded that it would be a very elegant and a very funny thing to send to his dulcinea a newspaper article entitled "Love, the Conqueror," marking it, "Read this." The lady did read this, and when the funny gentleman declined to marry her she brought suit against him and read the article to the jury, who gave her \$4,000 damages. The supreme court of Illinois, sustaining the verdict, said: "The article may be regarded as the defendant's own letter. It doubtless contained sentiment which he sanctioned, couched in language more choice than he could compose. It was his appeal for marriage. It foretold in clear and emphatic language his object and intent in his courtship with her. She doubtless placed this construction upon it, as she well might do, and laid it aside as a rare treasure."

In a New York case it was shown on the trial that a widower, a pious elder of fifty-three years of age, soon after the death of his wife visited the plaintiff, a maiden lady of thirty, and, taking out a memorandum book, from which he read, or pretended to read, stated in a confidential way that he had noted down some requests made by his wife four days before her death; that it was something he "could not tell her now," but that she (the maiden lady) "would know some day," darkly hinting, so the lady took it, that the deceased wife had requested the forlorn widower to lighten his grief by marrying the plaintiff. It was proved that after this confidential talk there were rides and drives together, frequent visits extending till late in the evening, and, to cap the climax, the widower told the plaintiff that after the lapse of a year from the death of his wife (the widower's quarantine, it seems) he intended to marry, and he then entered into a minute description of the lady he wanted to marry, which description was an exact photograph of the plaintiff. While we cannot but admire the shrewd diplomacy of this wily widower, courting by dark insinuations and covert suggestions and not committing himself by an open avowal, yet, as the sequel shows, he ran amuck of the doctrine of estoppel.

The sanctimonious Proteus forgot his Julia and found him another sweet-heart, and, knowing that he had become somewhat involved in his affair with the plaintiff, he diplomatically undertook to checkmate the lady. He told her that he did not want her people to think that he was paying her the attentions of a lover so soon after the death of his wife, and in order to allay that suspicion he drew up a note, in which the plaintiff was made to say that she regarded his visits as "simply evidences of friendship and nothing more," and got her to sign it. The jury found in her favor, and the court of appeals of New York upheld the verdict.

In a Connecticut case the defendant had been heard to remark on his happiness when in plaintiff's company and

Constipation

Headache, biliousness, heartburn, indigestion, and all liver ills are cured by

Hood's Pills

Sold by all druggists. 25 cents.

the latter misery unless in the society. The parties had exchanged daguerreotypes, the defendant had taught the plaintiff's nephew to call him uncle and had told the plaintiff's brother-in-law that "all the courting was done," little suspecting that the plaintiff would take a hand at "courting" in the presence of judge and jury.

The defendant afterward went on a

voyage, and while on the sea he indited effusive love letters to the plaintiff, telling her how constantly he thought of her while awake and how he dreamed of her while asleep, touchingly adding, "While I am tossed to and fro on this wide ocean, I love thee still."

Yet notwithstanding all this the mad

lover broke off his engagement.

The plaintiff's "courting" was fully as successful as had been that of the defendant, for she recovered a judgment for \$1,500.

In a Vermont case the plaintiff and defendant were neighbors, and the defendant paid neighborly visits to the plaintiff's family. It was shown that these visits were at first to the entire family and that they were gradually narrowed until they were confined to the plaintiff alone. This fact, together with the proof that during the periods of the defendant's visits lights were frequently seen burning in the parlor on Saturday and Sunday evenings and some other circumstances, led the jury to find for the plaintiff.

A very cruel case occurred in Michigan. A man who, strange to relate, bore the name of Constant while engaged in courting had his financial eye open and borrowed money from the lady. On his last visit to her he renewed his notes for one and two years and then went off and married the other girl. The court held that it was proper to allow proof of this money transaction, holding that "an engagement broken off suddenly and without warning would very naturally create more pain and mortification than if ended under any other circumstances, and if a jury were to regard this conduct concerning money matters as calculated, under the circumstances, to have caused additional grounds of pain or grievance to the defendant in error, we think they would not be violating ordinary probabilities."

Where the defendant asked the hand of the lady in the presence of the latter's mother, who consented, and the lady said nothing and the defendant thereupon gently took the hand of the mother and touchingly said, "Henceforth consider me as your son." It was held sufficient proof of the lady's consent, and in a New York case the lady was permitted to show that she had procured a wedding dress and had gone so far as to get a wedding cake, as showing her acceptance, while in Iowa the plaintiff was allowed to prove in support of her acceptance that she was making preparation for her marriage "piecing quilts and doing fancy work, and that when she heard of defendant's marriage 'she hated it awful bad.'"

While the law makes it easy to prove a proposal by the gentleman and equally easy to show that the lady accepted, when it comes to evidence showing a release on the part of the lady the proof must be strong to sustain the defense.

In one case a bachelor of fifty-three had been paying his respects to a maiden of forty-three summers for the unlucky period of thirteen years. During all this time she declared to others that she would never marry him and spoke of him in terms of derision and contempt. After thirteen years of courtship the bachelor summoned sufficient courage to propose and was promptly accepted. After the engagement he heard of the double dealings of the maid and refused to marry her. The court held it was no defense to the action, although it might go in mitigation of damages.

In a Pennsylvania case the lady wrote the defendant a letter in which she said: "I don't want you, for I know that I would have a devil's life of it. If you were any kind of a gentleman, you would not act as you have. I pray night and day that you may never prosper in this world. I just pray for every hair in your head to come out." And yet she recovered a judgment for \$2,000.

In looking beneath the surface for the reason for this verdict it is quite evident that the jury believed that the lady was goaded to desperation by the attentions of her fiancé to her rival and that she did not in fact mean to say that she did not want to marry him and did not really desire that he lose all his hair, for in her letter she says cruelly of her rival, "Well, if I am poor I do not wear the one hat for five or six years, like she does, and turn it hind part before, like she does."

Under the weight of authority, then, if a party does not want to find himself in the eyes of the law an engaged man he must look well to his daily walk and conversation, for if he has so conducted himself as to be estopped from denying the engagement he will have a difficult problem to convince a judge and jury that the lady has duly released him.—Green Bag.

A Wine Bath.

Do you want to bathe in wine? In all probability the answer of nine-tenths of our readers to this question will be "No." If you were in Italy, however, and you were to put the question to an owner of a vineyard, you would get a reply in the affirmative. There is a curious superstition among the vineyard owners of Italy that the man who takes a bath in the juice of his own grapes will have a happy and prosperous year. Maybe some of our readers will say that there is quite as much sense in this notion as in the English custom of drinking "a happy new year" to every one.—London Notes.

LONDON DOCTORS.

They Have a Stricter Etiquette Than American Medical Men.

Very few people outside of the profession, said a well known English physician recently, have the slightest idea how medical men are hedged round by etiquette until they can scarcely take a step, however innocent, toward procuring a patient without a serious risk of putting their foot in it with the medical council.

So fearful are the authorities lest any member of the profession should be suspected of such a horrible thing as soliciting custom that the very letters of the name on his doorplate may not exceed a certain size. If he moves from one house to another he mustn't proclaim the fact, and he must at once remove his plate from the house he is leaving.

He should not allow his name to appear in the papers if he can help it, and indeed the editors of the leading newspapers have been requested by the authorities to suppress any reference to doctors by name as far as possible.

These are but samples of the jealousy with which honor is guarded until the modest violet that blushes unseen is an audacious flower compared with the doctor who has his bread and butter to make, but mustn't show a sign of it.

Of course there are heaps of doctors who do advertise in spite of all these restrictions and the penalties for defying them. There is the man who cannot take his seat once a week in church without being summoned away by a perspiring messenger to an imaginary patient and the man whose carriage you are always meeting driving furiously as if on a life or death errand.

Then there's Dr. Blank, whose wife and relatives advertise his "wonderful skill" in the most unblushing way, and Dr. Dash, who gets so desperate that he takes the bit in his teeth and deliberately touts for patients.

But when a man is caught offending his shirt is short, for he is quickly summoned to appear before the tribunal to account for his delinquencies. This tribunal is the doctor's court martial and holds its sittings periodically in an impressive court.

The court consists of members of the general medical council, all doctors of eminence, who sit around a long table, at the head of which is the president on a raised seat. Facing the presiding judge at the lower end of the table is the happy culprit whose case is being investigated and who generally feels just about as happy as if he were being tried on a capital charge. And little wonder, for on the verdict of the court depends whether or not he leaves the court a ruined man.

The trial is very similar to those held in an ordinary court. There is the prosecutor, an official of the council; there are witnesses to be examined, cross examined and re-examined, and there is the defendant's counsel, often a well known barrister. When all the evidence has been taken and sifted, the room is cleared of all but the judges, who decide on their verdict while the defendant and his friends wait outside.

At last the signal is given, the door is thrown open, and the verdict of the court is read out. It may be an acquittal or a severe reprimand or even a suspension for a time from practice, or, if the offense has been great, it may be a sentence of expulsion from the profession—that the defendant's name be struck off the register—and this means absolute and hopeless ruin. Is it a wonder that with such an ordeal and penalties in view English doctors are, as a rule, such models of professional propriety?—Chicago News.

Frank Criticism.

Many years ago in Paris at the first presentation of a tragedy that had for its closing scene the murder of a Swedish king, which had taken place nearly half a century earlier, all went well till the murder scene came on, when a very dignified old gentleman in the stage box showed signs of strong dissatisfaction and at length called out angrily:

"Absurd! They've got it all wrong!" The manager himself heard this plain spoken comment, and, being naturally disturbed by so sweeping a condemnation, he sought out the critic and

DO YOU GET UP WITH A LAME BACK?

Kidney Trouble Makes You Miserable.

Almost everybody who reads the newspapers is sure to know of the wonderful cures made by Dr. Kilmer's Swamp-Root, the great kidney, liver and bladder remedy.

It is the great medical triumph of the nineteenth century; discovered after years of scientific research by Dr. Kilmer, the eminent kidney and bladder specialist, and is wonderfully successful in promptly curing lame back, kidney, bladder, uric acid troubles and Bright's Disease, which is the worst form of kidney trouble.

Dr. Kilmer's Swamp-Root is not recommended for everything but if you have kidney, liver or bladder trouble it will be found just the remedy you need. It has been tested in so many ways, in hospital work, in private practice, among the helpless too poor to purchase relief and has proved so successful in every case that a special arrangement has been made by which all readers of this paper who have not already tried it, may have a sample bottle sent free by mail, also a book telling more about Swamp-Root and how to find out if you have kidney or bladder trouble. When writing mention reading this generous offer in this paper and send your address to Dr. Kilmer & Co., Birmingham, N. Y. The regular fifty cent and dollar sizes are sold by all good druggists.

Home of Swamp-Root.

Fated

To Die of Paralysis Like Father. Helpless Invalid For Three Years.

Dr. Miles' Nervine Made My Nerves Strong.

"For many years I suffered from terrible headaches and pains at the base of the brain, and finally got so bad that I was overcome with nervous prostration. I had frequent dizzy spells and was so weak and exhausted that I could take but little food. The best physicians told me I could not live; that I would die of paralysis, as my father and grandfather had. I remained a helpless invalid for three years, when I heard of Dr. Miles' Restorative Nervine and began using it. That winter I felt better than I had before in many years, and I have not been troubled with those dreadful headaches since I first used Dr. Miles' Restorative Nervine. My appetite is good and my nerves are strong."—Mrs. N. M. Bucknell, 2929 Oakland Ave., Minneapolis, Minn.

"For many years I suffered from nervous prostration, and could not direct my household affairs, nor have any cares. My stomach was very weak, headaches very severe, and I was so nervous that there was not a night in years that I slept over one hour at a time. We spent hundreds of dollars for doctors and medicine. I was taken to Chicago and treated by specialists, but received no benefit at all. Finally I heard of Dr. Miles' Nervine and began its use. I was surprised that it helped me so quickly, and great was my joy to find, after using several bottles, that I had fully recovered my health."—Mrs. W. A. Thompson, Duluth, Minn.

All druggists sell and guarantee first bottle Dr. Miles' Remedies. Send for free book on Nerves and Heart Diseases. Address Dr. Miles Medical Co., Elkhart, Ind.

INSOMNIA

"I have been using Cascarets for Insomnia, with which I have been afflicted for over twenty years, and I can say that Cascarets have given me more relief than any other remedy I have ever tried. I shall certainly recommend them to my friends as being all they are represented to be."

Thos. Gillard, Elgin, Ill.

Best for The Bowels
Cascarets
CANDY CATHARTIC
THEY WORK WHILE YOU SLEEP

Pleasant, Palatable, Potent, Taste Good, Do Good, Never Sicken, Weaken or Grip, 10c, 25c, 50c. Never sold in bulk. The genuine tablets stamped C.C.C. Guaranteed to cure or your money back.

Sterling Remedy Co., Chicago or N.Y. 597

ANNUAL SALE, TEN MILLION BOXES

pontery begged to know what fault he had to find with it.

"Why, my good sir," cried the old man, with an air of authority, "the whole grouping of the scene is incorrect. You have made them kill the king to the right of the door, whereas we murdered him on the left!"

Dressing by Lottery.

The girls employed in the English potteries are good looking and well dressed. They have taste, which is cultivated by the art work of the factories. Many of them are more stylish perhaps than their position seems to warrant, but this is easily explained. They buy their clothes by a system known as maxims. This means that twelve girls subscribe a shilling a week. The money is held by a forewoman, and when there is sufficient cash to buy a hat or dress the girls draw lots, and the winner has the new dress, while the other subscribers have to wait their turn. Then, in all the glory of ribbons and finery, the lucky pot girl appears on Sunday.—London Spectator.

GOVERNMENT LAND.

A Plea For Its Reservation For the Actual Settler and Home Maker.

During the last fiscal year, according to the report of the commissioner of the general land office, 22,650,928 acres of the public lands were taken up by private individuals. These enormous figures ought to be sufficient to open the eyes of every one to the fact that our public domain is passing into the hands of private individuals at an alarming rate and convince the people of the urgent need of reform in our land laws. The public lands, it has always been contended, should be for home builders, but it is a fact beyond dispute that but a small portion of the land now passing out of the hands of the government goes to actual settlers or to create homes. This fact, taken in connection with recent exposures of wholesale land stealing by speculators and syndicates, should arouse the people to demand of their representatives in congress to call a halt in this rapid disposal of the remaining public lands. Repeat the desert land act, timber and stone act and the commutation clause of the homestead act and the stealing of the public domain will stop.

Make it the law that not another acre of government land shall pass to private ownership until the applicant for the same has shown his good faith and real intention to make his home upon the land by actual residence and cultivation for a term of five years, and the occupation of the land speculator and land grabber will be gone. Every bona fide settler who goes upon the land with the intention of making his home is more than willing to abide by such a law. It is the speculator and public land grabber who have profited by the commutation clause in the homestead act and not the actual settler and home maker.

POLO

SATURDAY NIGHT
MARCH 12

AT COLISEUM

Anderson vs. Richmond.

WILL MONEY HELP YOU

If so call on us or write to us.

Don't waste any time on the way. We will loan you money on your furniture, piano, team, fixtures or other personal property of value without removal.

You can get any amount from \$5.00 to \$100.00.

You can get it on short notice. You can have from 1 to 12 months to pay it back.

You can pay it back weekly, monthly, quarterly, or as you may desire. You will have the use of both the money and the property.

You will receive honorable, satisfactory dealings, and all business will be strictly confidential.

If you owe a balance to any other loan firm or furniture store we will advance you money to pay them off.

You can also get some additional money for other purposes if you wish. Your payments will be so small that you will not feel them.

Call and learn our methods.

Here are some of the terms of our new weekly payment plan, allowing you fifty weeks in which to pay off your loan.

60c is a weekly payment on a \$25.00 loan.

\$1.20 is a weekly payment on a \$50.00 loan.

\$2.40 is a weekly payment on a \$100.00 loan.

Other amounts in same proportion.

If these payments do not suit you, call and see us and we will be pleased to explain other plans we have.

We also loan money on salaries at low rates.

If you need money, call at our office or fill out the enclosed blank and mail to us and our agent will call on you.

RICHMOND LOAN CO.

Established 1865. Room 8, Colonial Building. Home Phone 445

Every Wide-Awake Farmer

who is interested in the news of his town and county should subscribe for a

Good Local Weekly Newspaper

to keep him in touch with the doings of his neighbors, the home markets, and all items of interest to himself and family.

The PALLADIUM

Richmond, Ind., will admirably supply your wants or county news and prove a welcome visitor in every household.

Regular Price, \$1.00 Per Year

Every Up-to-Date Farmer

NEEDS A High Class Agricultural Weekly]

to give him the experience of others in all the advanced methods and improvements which are an invaluable aid in securing the largest possible profit from the farm, and with special matter for every member of his family.

The New York Tribune Farmer

New York City will post you every week on all important agricultural topics of the day, and show you how to make money from the farm.

Regular Price, \$1.00 Per Year

Both of these papers for one year for \$1.25 if you send your order with the money to

The Richmond Palladium

Send your name and address to THE NEW-YORK TRIBUNE FARMER, New York City, for free sample copy.

Daily Palladium and Tribune Farmer, one year, \$3

Watch

This Space!

A GREAT TROUBLE

with some coal—even good looking coal—is that it won't burn, a prime requisite of "black diamonds" that at all repay buying. No such "flake" possible here, because our coal quality guarantee goes with every ton leaving our yards.

J. H. MENKE
162-164 Ft. Wayne Ave.
Home Phone 762
Bell Phone 435

