Ar 5.20 pm Ar 8.40 am Ar H.10 am Ar 8.15 pm Lv 4.53 " Lv 8.18 " Lv 10.34 " Lv 7.40 " 4.35 " 1.7.55 " 1.9.54 " 1.7.00 " 4.21 " 4.741 " 1.9.29 " 6.25 " 6.25 " 4.10 " 1.7.30 " 1.9.00 " 6. ... Salt Lake. 2.00 ... Morgan ... 12.70 2.25 ... Germania ... 12.65 2.45 ... Lovendahi's ... 12.56 2.65 ... Junction ... 12.35 4 243 4 60 9.19 H H # 248 11 2.70 Sandy 15.50 250 4 9.15 ·· # # 3.00 H 2.90 Draper. 12.10 4.00 Lv 7.25 " Lv 12.29 "
Ar 7.05 " Ar 11.45 am
Lv 0.51 " Ev 11.22 "
6.38 " " 11.60 "
6.16 " " 10.25 " Opin 4 4.30 44 4.10 Provo.... 10.50 4.80Springville... 5.10Spanish Fork. 5.50Payson... 4 4.58 " 103 a 6.03 " 5.75 ... Santaquin. 172 9.25 6.40 6.85 7.60 120 125 112 Ar 5.80 " Ar 7.05 " MIXED. 8.06 Lemmington 9.10 Riverside 10.35 Desert 11.35 Neels 12.85 Riack Rock 6.10 5.10 4.65 3.65 2.20 " 11.05 " " 11.45 " " 12.25 " " 11.45 pm " 10.15 " " 7.55 " 263 14.00 Milford. . 280 15.00 Frisco. Nos. 1, 2, 3 and 4, Passenger Trains, will be Run Daily. Nos. 3, 4, 5, 6, 7 and 8, Freight Trains, will be Run Daily, Sundays Excepted.

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series, Moline, Rock Island, Bavenport, West Series, Iowa City, Marengo, Brooklyn, Grinnell, Moines (the capits; of Iowasetuart, Adam-and Avoca; with branches from Bureau ection to Peorla; Wilton Junetion to Musca-Washington, Fairfield, fildon, Belknap,

hington to Sigourney, Oskalbosa, and Knox-Keekuk to Farmington, Bonaparte, Ben-ort, Independent, Eldon, Ottumwa, Eddy-Oskaloosa, Pella, Monroe, and Des Moines

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ne "Great Rock Island" is magnificently ipped. Its road bed is simply perfect, and its k is laid with steel rails.

Int will please you most will be the pleasure onjoying your meals, while passing over the uniful prairies of Hilmois and Lows, in one of magnificent Duning Cars that secompany all rough Express Trains. You get an entire at, as goed as is served in any arst-class hotel, severly-five cents, proceeding the fact that a majority of the pile prefer separate apartificats for different posses (and the immense passenger business

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Atlantic Express, 5.15 LEADING RAILWAY Reaches Pittsburg 12.15 p.m.; Harrisburg 10.55 p.m.; Philadelphia 3.95 a.m.; New Yor 6.45 a.m.; special Philadelphia Sieeping Car on this testin, which remains in depot until 7.50 a.m.; affording Philadelphia Passengers a full night's rest.

9.10 p.m. Night Express Ex-With Drawing Room Sleeping Car.

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Moutrest, Toronto, Descript, Geneleys,
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POLLMAN SOTEL SINING CARS UTAH'S FAVORITE.

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EVENING NEWS.

Tueslay, . . March 28, 1882.

AN ACT TO PROVIDE FOR THE CANCELLING OF WARRANTS, AND FORBIDDING

county, city, or district treasurer, or collector of taxes, shall either direct-

FRANCIS M. LYMAN,
Speaker of the House.
JOSEPH F. BMITH,
President of the Council. ELI H. MURRAY, Governor. Approved March 8th, 1882.

UTAII TERRITORY, Secretary's Office. I, Arthur L. Thomas, Secretary of the Territory of Utah, do h-reby certify that the above and foregoing is a true and correct copy of an act to Provide for the Cancelling of Warrants, and Forbidding Treasurers and Collectors from purchasing warrants or orders at a discount. Attest my hand and the great scal of the Territory, this 28th day of March, 1882.

[SEAL,]

ARTHUR L. THOMAS, Secretary. AN ACT IN RELATION TO NEGOTIABLE INSTRUMENTS.

CHAPTER FIRST.-NEGOTIABLE INSTRUMENT IN GENERAL. Be it exacted by the Governor and Legislative Assembly of the Territory of Utah;

Sec. 1. That a negotiable instrument is written promise or request for the payment of a certain sum of money to order or bearer, in conformity to the provisions of this act. Sec. 2. A negotiable instrument must be made payable in money only, and without any condition not certain of fulfilment.

Article First .- General Definitions.

gotiable instrument is made payable must be accertainable at the time the instru ment is made. Sec. 4. A negotlable instrument may give to the payee an option between the payment of the sum specified therein and the performance of another act; but as to the latter, the instrument is not within

the provisions of this act. out designation of the time or place of payment. Sec. 6. A negotiable instrument may contain a pledge of collateral security, with authority to dispose thereof. Sec. 7. A negotiable instrument must not contain any other contract than such

as is specified in this article.

ther past, present or future, and the in-strument is not lavalidated by his death or incapacity at the time of the nominal ble instruments, namely: 1st, bills ex-change; 2nd, promissory notes; 3d, bank notes; 4th, checks; 5th, bonds; 6th, certificates of deposit,

Article Second. - Interpretation of Negotian ble Instruments. Sec. 10. A negotiable instrument which does not specify the time of payment is payable immediately sec. 11. A negotiable instrument which does not specify a place of payment is payable at the residence or place of busthe post office most conveniently accesness of the maker, or wherever he may Sec. 12. An instrument, otherwise ne-

gotlable in form, payable to a person named, but with the words added, or to his order," or "to bearer," or care payable to the written order of such person and in the latter case payable to

payable to the order of the maker, or of a setitious person, if issued by the maker for a valid consideration, without indorsement, has the same effect against him and all other persons having notice of the fact, as if payable to the bearer.

Sec. 14. A negotiable instrument, made payable to the order of a person obviousy fic: itious, is payable to the bearer. Sec. 15, The signature of every drawer, acceptor and indorser of a negetlable instrument is presumed to have been made for a valuable consideration, before the maturity of the instrument, and in the

ordinary course of business. Article Third.-Indorsements. Sec. 16. One who writes his name upon a negotiable instrument, otherwise than as a maker or acceptor, and delivers it, with his name thereon, to another person, is called an indorser, and his act is called

his signature upon the back of the instru-ment, if there is sufficient space thereon

Sec. 18. When there is not room for a signature upon the back of a negotiable instrument, a signature equivient to an in-dorsement thereof may be made upon a paper annexed thereto. Sec. 19. An indorsement may be general

Sec. 20. A general indorsement is one by bich no indorsce is named. Sec. 21. A special indorsement specific

Sec. 22. A negotiable instrument bearing a general indorsement cannot be afterwards specially indorsed; but any law-ful holder may turn a general indorsement into a special one, by writing above it a direction for payment to a particular per

Sec. 23. A special indersement may by express words for that purpose, but not otherwise, be so made as to render the instrument not negotiable.

Sec. 24. Every inderser of a negotiable instrument unless his indersement is qualified warrants to every subsequent holder.

to the same extent as in the case of a transfer without indorsement.

See 37. Except as otherwise prescribed in the last section, an indorsement without recourse has the same effect as any other indorsement.

Sec. 28. An indorses of a negotiable instrument has the same rights against every prior party thereto that he would have had if the contract had been made directly between them in the first instance.

Sec. 20. The want of a consideration for the undertaking of a maker, acceptor or indorser of a negotiable instrument does not exonerate him from liability thereon to an indorsee in good faith for a consideration.

Sec. 30. An indorsee in due convented.

sion of law misking it generally void or voidable, and notwithstanding any defect in the title of the person from whom he

Sec 32. One who makes himself a party to an instrument iniended to be negotiable, but which is left partly in blank for it the purpose of filling afterwards, is like the purpose of filling afterwards, is like ble upon the instrument to an indorsee thereof in due course, in whatever manner and at whatever time it may be filled, so long as it remains negotiable in form.

Article Fourth—Presentment for Paymont. TREASURERS AND COLLECTORS

PROM PURCHASING WARRANTS OR ORDERS AT A DISCOUNT.

Be it enacted by the Governor and Legislative Assembly of the Territory of Utah: That no Territorial, county, city, or district tressurer, or or his part.

Sec. 34. Presentment of a negotiable in-

county, city, or district treasurer, or collector of taxes, shall either directly or indirectly contract for or purchase any warrant or order issued by the Territory, county, city or district of which he is Treasurer or Collector, at any discount whatever upon the sum due on such warrant or order, and if any territorial, cosnity, city, or district Treasurer or Collector of taxes, shall so contract for or purchase any such order or warrant, he shall not be allowed in settlement the amount of sald order, or warrant, or any part thereof, and shall also forfeit the whole amount due on such order or warrant to be recovered by civil action.

SEC. 2. It is hereby made the duty of each County Treasurer to precure, at the expense of the county, a proper canceling stamp, and imprint the same on all county warrants redeemed by him, and deposit said warrants in his office.

FRANCIS M. LYMAN,

Sec. 34. Presentment of a negotlable instrument for payment, when accessary, strument for payment was the made as follows: as nearly as by reasonable digence is practicable. Ist, The instrument must be presented to the principal debtor, if he can be found at the place of resideable instrument was to presented to the principal debtor, if he can be found If it be payable at a banking house, within the usual banking bours of the vicinity, the usual banking boars of the vicinity, but, by the consent of the person to whom it should be presented, it may be presented at anyhour of the day; and 6th, If the principal debtor have no place of business, or if his place of business or residence cannot, with reasonable diligence, be ascertained, presentment for payment is excussed.

s excused. Sec 35. The apparent maturity of a negotiable instrument payable at a particu-lar time, is the day on which by its terms It becomes due, or when that is a holiday, the next preceding business day, except when such preceding day is also a holiday, in the h tter event such instrument shall become due on the next succeeding busi-

nees d y.
Sec. 26. A bill of exchange, payable at a certain time after sight, which is not accepted within ten days after its date, in addition to the time which would suffice, with ordinary diligence, to forward it for acceptance, is presumed to have been dishonored.

Sec. 27. The apparent maturity of a bill of exchange payable at sight or on demand is 1st, If it bears interest, one year after its date; or, 2nd, if it does not bear interest; ten days after its date in addition to the time which would suffice, with ordinary diligence, to forward it for acceptance. Sec. 33. The apparent maturity of promissory note payable at sight or on demand is, 1st, if it bears interest, one year after its date; or, 2ad, if it does not bear interest, six months after its date. Sec. 39. When a promissory note is payable at a certain time after sight or demand, such time is to be added to the periods mentioned in the preceding sec

Sec. 3. The person to whose order a ne- party taying be written thereon; or. 3rd, then that the holder give to him a bond, ex-cented by himself and two sufficient sureties, to indemnify him against any lawful claim thereon Article Fifth-Dishonor of Negotiable Instru

> Sec. 41. A negotiable instrument is dis honored when it is either not paid or not accepted, according to its tenor, on pre-sentme t for that purpose, or without preser tment where that is excused. Sec. 42. Notice of the dishonor of a ne gotiable instrument may be given, 1st, by a holder thereof, or, 2nd, by any party to the instrument wno might be compelled to pay it to the holder, and who would upon taking it up have a right to reimsement from the party to whom the given in any form which describes the strument with reasonable certainty, and

> substantially informs the party receiving it that the instrument has been dishongiven, 1st, by delivering it to the party to be charged, personally, at any place; or, 2nd, by delivering it to some person of discretion at the place of residence or business of such party apparently acting for him; cr, 3rd, by properly folding the no-tice, directing it to the party to be charg-ed, at his place of residence, according to the best information that the person giv ing the notice can obtain, depositing it in

> sible from the place where the present ment was made and paying the pestage Sec. 45. In case of the death of a part to whom the notice of dishonor should otherwise be given, the notice must be given to one of his personal representa-tives; or if there are none, then to any member of his family who resided with him at i is death; or, if there is none, then it must be mailed to his last place of residence, as prescribed by subdivision 3 the last section.

Sec. 46. A notice of dishonor sent to party after his death, but in ignoran thereof, and in good faith, is valid. Sec. 47. Notice of dishonor, when give by the holder of an instrument or his agent, otherwise than by mail, must be given on the day of dishonor, or on the next business day thereafter.
Scc. 43. When notice of dishonor is given by mail, it must be deposited in the

post office in time for the first mail which closes after noon of the first business day succeeding the dishonor, and which leave the place where the instrument was disored for the place to which the notice should be sent. Sec. 49. When the holder of a negotia

is a mere agent for the owner, it is suffi cient for him to give notice to his principal in the same manner as to an indorser, an his principal may give notice to any other party to be charged, as if he were himsel an indorser. And if an agent of the own-er employs a sub-agent, it is sufficient for each successive agent or sub-agent to principal.
Sec. 50. Every party to a negotiable instrument receiving notice of its dishonor has the like time thereafter to give similar

notice to prior parties as the original holder had after its dishonor, but this additional time is available only to the parsec. 51. A notice of the dishonor of a nego-tiable instrument, if valid, in favor of the party giving it, inures to the benefit of all

Sec. 52. Notice of dishonor is excused; lst, when the party by whom it should be given cannot with reasonable diligence, ascertain either the place of residence or d, when there is no post office commu-

notice to him are excused.

Sec. 55. Delay in presentment, or in giving notice of dishonor, is excused when caused by circumstances which the party delaying could not have avoided by the exercise of reasonable care and dilligence.

Sec. 56. A waiver of presentment waives notice of dishonor also, unless the contrary is expressly stipulated; but a waiver of notice does not waive presentment.

Sec. 57. A waiver of protest on any negotiable instrument other than a foreign bill of exchange waives presentment and notice.

indorser of a negotiable instrument does not exonerate him from liability thereon to an indorsee in good faith for a tousideration.

Sec. 30. An indorsee in due course is one who, in good faith, in the ordinary course of business, and for value, before its apparent maturity or presumptive dishonor, and without knowledge of its actual dishonor, acquires a negotiable instrument at or after its maturity, in good faith and in the ordinary course of business to any person having actual possession there of and entitled by its terms at the payment.

CHAPTER SECOND—BILLS OF RECHANGE. Article First Form and Interpretation of a

ment negotiable in form, by which one, who is called the drawer, requests another, salled the drawer, to pay a specified sum of money. Fee. 80. A bill of exchange may give the name of any person in addition to the drawer, to be resorted to in case of need.

See. 61. A bill of exchange may be drawn in any number of parts, each part stating the existence of the others, and all forming one set.

See. 61. An agreement to draw a bill of exchange binds the drawer to execute it in three parts, if the other party te the agreement desires it.

See. 61. Presentment, acceptance or payment of a single part in a set of a bill of exchange is sufficient for the whole.

See. 64. A bill of exchange is payable; let, at the place where by its terms it is made payable; or 2nd, if it specifies no phase of payment, then at the place to which it is addressed; or, 3rd, if if be not addressed to any place, then at the place of residence or business of the drawer, or wherever he may be found. If the drawer has no place of business, or if his place of business, or residence cannot with reasonable diligence be asertained, presentment for payment is excused, and the bill may be protested for non-payment.

See. 65. The rights and obligations of the drawer of a bill of exchange are the same as those of the first indensor of any negotiable instrument.

Article Second.—Days of Grace.

Article Second.-Days of Grace. Sec. 66. Days of grace are not allowed.

Article Third .- Presentment for Acceptance. Article Third.—Presentment for Acceptance.

Soc. 67. At any time before a bill of exchange is payable, the holder may present it to the drawee for acceptance, and if acceptance is refused the bill is dishonored.

Sec. 68. Presentment for acceptance must be made in the following manner, as nearly as by reasonable diffequoe it is practicable; list. The bill must be presented by the holder or his agent. 2nd. It must be presented on a business day and within reasonable hours, 3rd. It must be presented to the drawee; or if he be absent from his place of residence or business, to some person having charge thereof or employed therein; and, 4th, the drawee on such presentment may postpone his acceptance or refusal until the next business day, but if the drawee have no place of business, or if his place of business or readence cannot with reasonable diligence be ascertained, presentment for acceptance.

Sec. 88. Presentment for acceptance to one

Sec. 63. Presentment for acceptance to one of the several joint drawes and refusal by him, dispenses with presentment to the others. Sec. 70. A bill of exchange which specifies a drawes in case of need must be presented. to him for acceptance or payment, as the case may be, before it can be treated as dis-

at a specified time after sight, the drawer and inderers are exonerated if it is not presented for acceptance within ten days after the time which would suffice with ordinary different is excused.

Article Fourth.-Acceptance. Sec. 72 An acceptance of a bill must be

made in writing by the drawee, or by an acceptor for honor, and may be made by the acceptor writing his mame accepts the face of the bill, with or without other words. See. 73. The holder of a bill of exchange if entitled to an acceptance thoroof, may treat the bill as dishonored if the drawos refuses to write across its face an unqualified accept-

acc. 74. The holder of a bill of exchange may without prejudice to his rights against prior parties, receive and treat as a sufficient acceptance; lat, an acceptance written upon any part of the bill, or upon a separate paper; 2nd, an acceptance qualified so far only us to make the bill payable at a particular place within the dity or town in which. ular place within the city or town in which, if the acceptance was unqualified, it would be payable, or, 3rd, a refusal by the drawee to return the bill to the holder after presentment. without regard to its terms.

Sec. 75. The acceptance of a bill of exchange, by a separate instrument binds the acceptor to one, who, upon the faith thereof, has the bill for value or other good

Sec. 40. A party to a negotiable instrument may require, as a condition concurrent to its payment by him, 1st, That the linstrument be surrendered to him, unless it is lost or destroyed, or the holder has other claims upon it; or, 2ad, If the holder has a right to retain the instrument and does retain it, then that a receipt for the amount paid or an exoneration of the party paying be written thereon; or, 3rd, If the instrument is lost or distance in the instrument is lost or distance in the holder has with the consent of the acceptance in who has given value for it upon the faith of such acceptance. Sec. 78. The acceptance of a bill of exchange admits the signature of the drawer, but does not admit the signature of any inderser to be

Article Fifth .- Acceptance and Payment for

Sec. 70. On the dishoner of a bill of ex change by the drawee, and in case of a for riga bill, after it has been duly protested, i may be accepted or paid by any person, to not bound to allow it to be accepted for bonor, but is bound to accept payment for

must write a memorandum upon the bill, stating therein for whose honor he accepts or pays, and must give notice to such parties with reasonable diligence, of the fact of such acceptance or payment. Having done so, he is entitled to reimbursement from such parties and from all parties prior to them.

160, 82 A burner waterstage which has been accepted for honor, must be presented at its maturity to the drawee for payment, and notice of its dishonor by him must be given to the acceptor for honor, in like manner as to an endorser; after which the acceptor for soc. 83. The acceptance of a bill of exchange for honor does not excuse the holder from giving notice of its dishonor by the

Article Sixth.-Presentment for Payment. Sec. 84. If a bill of exchange is, by its terms, payable at a particular place, and is not accepted on presentment, it must be presented at the same place for payment, when presentment for payment is necessary.

Sec. 85. A bill of exchange accepted payable at a particular place, must be presented at that place for payment when presentment for payment is necessary, and need not be presented elsewhere.

presented elsewhere.

Sec. 86.-1f a bill of exchange, payable at sight or on demand, without interest, is not duly presented for payment within ten days after the time in which it could with reasonable diligence, be transmitted to the proper piace for such presentment, the drawer and inorsers are exonerated, unless such present ment is excused.

Sec. 87.—Mere delay in presenting a bill of exchange, payable with interest, at eight or on demand, does not except any party Article Seventh-Excuse of Presentment and

change for acceptance, is excused drawee has not capacity to accept it.

Fee. 52.—Delay in the presentment of a bill of exchange for acceptance is excused, when caused by circumstances over which the holdfor acceptance or payment, and notice of its dishonor, are excused as to the drawer, if he forbids the drawer to accept, or the acceptor to pay the bill, or if, at the time of drawing, he had no reason to believe that the drawer rould accept or pay the same. Article Eighth-Foreign Bills.

Sec. 91.-An inland bill of exchange is one

drawn and payable within this Territory, all others are foreign.

See 92.—Notice of the dishonor of a foreign bill of exchange can be given only by notice of its protest.

Sec. 93.—Protest must be made by a notary ined; and if not, then by any reputable Sec. 94. Protest must be made by an instrument in writing, giving a literal copy of the bill of exchange, with all that is written thereon, or annexing the original; stating the presentment and manner in which it was made; the presence og absence of the drawes or acceptor, as the case may be; the refusal to accept or to pay, or the inability of the drawes to give a binding acceptance, and in case of refusal, the reason assigned, if any, and, finally, protesting against all the parties to be charged.

Sec. 16. A protest for non-acceptance most be made in the city or town in which the bill is presented for acceptance, and a protest for non-payment in the city or town in which it is presented for payment.

Sec. 96. A protest must be noted on the day of presentment, or on the next business day;

Sec. 77. The want of a protest of a foreign bill of exchange, or delay in making the same, is excused in like cases with the want

same, in order to entitle him to reimbursement.

Sec. 101. Demages are allowed as bereinafter prescribed. As a full componention for interest secreted, before notice of dishence, re-enchange, expenses and all other damages in favor of holders for value only, up n bills of exchange drawn or negotiated within this Territory and protested for non-acceptance or son-payment.

Sec. 101. Damages are allowed under the last section upon bills drawn upon any person; lat, if drawn upon any person in this territory, one deliar upon each one hundred deliars of the principal sum specified in the bill; id, if drawn upon any person in any of the other States or Territories of the United States two and a half deliars upon each one hundred deliars of the principal sum specified in the bill; id, if drawn upon any person in any passe in a spraight country five deliars.

Sec. 104. If the amount of a profes

CHAPTER THIRD.-FROMISSORY NOTES. Sec. 106. A promiseory note is an instru-ment, negotiable in form whereby the signer promises to pay a specified some of money. Sec. 197.—An instrument in the form of a bill of embange, but drawn upon and accept-ed by the drawer himself is to be deemed a

Promissory note.
Sec. 103.—A bill of exchange, if accepted with the consent of the owner by a person other than the drawes, or an acceptor for honor, becomes in effect the promissory note of such person, and all prior parties thereto, the comparated. sec. 199.—If a promissory note payable on temand, or at sight, without interest, is not tuly presented for payment within aix months from its date, the independent thereof are expendently unless such presentment is excused, and chapter one and sections 86 and 87 of this set shall apply to promiseory notes.

CHAPTER FOURTH-CHECKS.

Sec. 110.—A chook is a bill of exchange drawn upon a bank or banker, or a person described as such upon the face, thereof, and payable on demand, without interest.

Sec. 111.—A chook is subject to all the provisions of this act, concerning bills of exchange, except that; let, the drawer and indexens are excuerated by delay in presentment, only to the extent of the injury which they suffer thereby; 2nd an indexec after its apparent maturity, but without actual notice of its dishonor, acquires a title equal to that of an indexec before such period.

Sec. 112—A bank note remains negotiable even after it has been paid by the maker.

Sec. 113.—This act shall be published for six consecutive issues in the DESMART NEWS, Daily edition, and in two consecutive issues of the Semi-Weekly edition, and shall take effect at twelve at night of the last of its publication in the daily.

Approved March 9, 1882.

UTAH, TERRITORY | Socretary's Office. | 188. I Arthur L. Thomas, Secretary of the Territory of Utah, do hereby certify that the foregoing is a full, true and correct copy of an Act, entitled, "An Act in relation to negotiable instruments," approved March 9, 1862, and of record in my office.

ATTEST My hand and the Great Seal of the Territory, this Twen-tieth day of March, A. D. 1882. ARTHUR L. THOMAS, Secretary of Utah Territory.

An exceedingly bad attack of rheumatism afflicting Mr. J. Levett, 67 Market at., Lynn, Mass., was cured by St. Jacobs Oil. He had the disease in bis right arm and shoulder which became perfectly helpless af-ter being affected a few hours. His pain was so great that he could not rest in comfort or attend to business with any degree of satisfaction. After enduring this sort of thing for some time, he purchased a bottle of the Great German Remedy and began to apply it. He did not mines matters at all, but just used the Oil for all it was worth. After pursuing this mode of treatment for three days the pain was bankhed and his father was in a perfectly healthy condition. He has never since felt any rheumatic pain and trusts he never will.

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