

# SCROFULA A DISEASE WE WENT.

Scrofula manifests itself in many ways. Swelling of the glands of the neck and throat, skin eruptions, weak eyes, white scrofula, offensive sores and abscesses, skin eruptions, loss of strength and weakness in muscles and joints. It is a miserable disease and traceable in almost every instance to some family blood taint.

Scrofula is bred in the bone, is transmitted from parent to child, the seeds are planted in infancy and unless the blood is purified and every atom of the taint removed Scrofula is sure to develop at some period in your life.



Scrofula appeared on the head of my little grandchild when only 12 months old and spread rapidly over her body. The disease next attacked the eyes and we feared she would lose her sight. Eminent physicians were consulted, but could do nothing to relieve the little innocent. It was then that we decided to try S. S. S. That medicine at once made a speedy and complete cure. She is now a young lady, and has never had a sign of the disease to return.

MRS. RUTH BERKLY, Salina, Kan.  
150 South 5th Street.

No remedy equals S. S. S. as a cure for Scrofula. It cleanses and builds up the blood, makes it rich and pure, and under the tonic effects of this great Blood Remedy, the general health improves, the digestive organs are strengthened, and there is a gradual but sure return to health. The deposit of tubercular matter in the joints and glands is carried off as soon as the blood is restored to a normal condition, and the sores, eruptions, and other symptoms of Scrofula disappear.

S. S. S. is guaranteed purely vegetable and harmless; an ideal blood purifier and tonic that removes all blood taint and builds up weak constitutions. Our physicians will advise without charge, all who write us about their case. Book mailed free.

THE SWIFT SPECIFIC CO., ATLANTA, GA.

Germany is said to be again negotiating for the purchase of the Danish West Indies, but a lively protest is being made in Congress on behalf of the late lamented Monroe Doctrine. Isn't this calling upon a cadaver for assistance?

Found a Cure for Indigestion! I use Chamberlain's Stomach and Liver Tablets for indigestion and find that they suit my case better than any dyspepsia remedy I have ever tried and I have used many different remedies. I am nearly fifty-two years of age and have suffered a great deal from indigestion. I can eat almost anything I want to now. —Geo. W. Emery, Rock Mills, Ala. For sale by W. R. Hambrick & Co.

Charles Emory Smith, former Postmaster-General, protests indignantly against the charges of Mr. Tulloch and the approval of those charges by the President's commission. In reply to his fuming Mr. Bonaparte, the head of the commission, merely says, "Mr. Smith has made his record."

When bilious try a dose of Chamberlain's Stomach and Liver Tablets and realize for once how quickly a first-class up-to-date medicine will correct the disorder. For sale by W. R. Hambrick & Co.

Mrs. Julia Mitchell, a lady about 80 years old, was burned to death at her home. It seems she had gotten up to start a fire, and it is thought that her clothing became ignited in that way and burned so rapidly that she could not put it out. As she was all alone, it appears she got the water pail and poured water over herself in an effort to extinguish the flames. When she was found by some friend soon after the accident she was lying on the floor with the water pail by her side and the floor wet around her. She was rather eccentric and insisted on living in her own cottage by herself rather than stay with friends.

Saved From Terrible Death. The family of Mrs. M. L. Bobbitt, of Bargerton, Tenn., saw her dying and were powerless to save her. The most skillful physicians and every remedy used, failed, while consumption was slowly but surely taking her life. In this terrible hour Dr. King's New Discovery for Consumption turned despair into joy. The first bottle brought immediate relief and its continued use completely cured her. It's the most certain cure in the world for all throat and lung troubles. Guaranteed Bottles, 50c. and \$1.00. Trial Bottles Free at J. D. Morris' Drug Store.

Platt and Odell bow respectfully when they accidentally meet, but they do not embrace.

Spent More Than \$1000. W. W. Baker of Plainville, Neb., writes: "My wife suffered from lung trouble for fifteen years. She tried a number of doctors and spent over \$1000 without relief. She became very low and lost all hope. A friend recommended Foley's Honey and Tar and thanks to this great remedy it saved her life. She enjoys better health than she has known in ten years." Refuse substitutes. W. R. Hambrick.

FOLEY'S HONEY AND TAR  
Cures Colds, Prevents Pneumonia

## TEAGUE VS. SCHAUB.

(Supreme Court of North Carolina. November 24, 1893.)

CONTRACT—DEFINITENESS—VALIDITY.

1. A written contract between physicians in partnership that one shall make application for a hospital course, and, if he gets an appointment, release their entire practice to the other, but, if he does not get the appointment, "or the field is not larger than now," he will locate elsewhere, unless a new contract is made, is void for indefiniteness.

Walker and Douglass, JJ., dissenting.

Appeal from Superior Court, Person County; W. R. Allen, Judge.

Action by R. J. Teague against O. P. Schaub. From a judgment in favor defendant, plaintiff appeals. Affirmed.

Kitchin & Carlton, for appellant. Boone, Bryant & Biggs, W. T. Bradsher, and J. S. Merritt, for appellee.

MONTGOMERY, J. The plaintiff, R. J. Teague, brought this action to enjoin the defendant, O. P. Schaub, permanently from practicing medicine in the town of Roxboro and the territory adjacent thereto, for damages arising on an alleged breach of contract in which the defendant had agreed not to practice medicine in Roxboro and the adjacent territory, and for an amount alleged to be due by the defendant for money collected by the defendant belonging to the plaintiff and defendant as partners in the practice of medicine. In the case on appeal it appears that all other matters in the action had been settled except those pertaining to the defendant's right to practice medicine in Roxboro and the plaintiff's claim for the defendant's practicing there contrary to his agreement, and that these depended upon the construction of the agreement set out in paragraph 2 of the complaint. His honor was of the opinion that the contract alleged in the contract was indefinite as to territory, and could not be aided by extrinsic evidence. That part of paragraph 2 of the case necessary to be referred to is as follows: "We, the undersigned, agree to continue the practice of medicine under the firm name of Teague & Schaub until December 1, 1901, Doctor Teague to receive 60 per cent, and Dr. Schaub 40 per cent, of collections for work done in general practice, except such time as Dr. Schaub shall have entire charge of such practice, then Dr. Schaub shall receive 75 per cent, of collections for work done during such time. Some time in December, 1901, Dr. Schaub agrees to take a review course and make application for a hospital course. If said Dr. Schaub gets appointment in a hospital, he then releases the entire practice to Dr. Teague. If he (Schaub) does not get the appointment in hospital or the field is not larger than now, said Schaub will locate elsewhere unless a new contract is made."

On the back of the agreement the following was written: "Dr. T. fur

ther agrees to leave the field open to Dr. Schaub's entire care for a period of from 3 to 4 months. R. J. Teague. O. P. Schaub. Roxboro, N. C., April 4."

We concur in the view taken by his honor. This case does not present that of a professional man selling out his good will and practice to another for a valuable consideration. It is an attempt on the part of the plaintiff to force the defendant to leave the town of Roxboro, and thereby to get rid of his competition, under the provisions of the contract which we have recited. The defendant did not agree to leave Roxboro or the territory in which he actually practiced if he did not get the appointment in hospital, but that he would leave if he did not get the appointment and in case the field should not be larger than when he made the contract. We cannot tell whether that word "field" meant the receipts from the practice, the number of patients, or the extent of territory. It is indefinite in all three aspects, and we see no way of enforcing the contract. The word "Roxboro," written on the back of the contract, so far as the matter before us is concerned under the case on appeal, means no more than that the contract was signed at that place.

No error. From the above opinion Judges Walker and Douglass dissenting.

WALKER, J. (dissenting.) This was an action to restrain defendant from practicing medicine in the town of Roxboro, and to recover damages for a breach of contract under and by virtue of which the plaintiff claimed the right to have the defendant enjoined. It is necessary to an understanding of the matter involved that the entire contract should be set out. It is as follows: "We the undersigned, agree to continue the practice of medicine under the firm name of Teague & Schaub until December 1, 1901, Dr. Teague to receive 60 per cent, and Dr. Schaub 40 per cent, of collections for work done in general practice, except such time as Dr. Schaub shall have entire charge of said practice, then Dr. Schaub shall receive 75 per cent, of collections for work done during such time. Some time in December, 1901, Dr. Schaub agrees to take a review course and make application for a hospital course. If said Dr. Schaub gets appointment in a hospital he then releases the entire practice to Dr. Teague. If he (Schaub) does not get the appointment in hospital or the field is not larger than now said Schaub will locate elsewhere unless a new contract is made. It is furthermore agreed that if Dr. Schaub cannot secure an appointment by June 1, 1902, he remains here until that time and if a contract between Teague and Schaub cannot be agreed upon by themselves, they shall refer the matter to three men, one to be appointed by each of us, the third to be selected by the other two referees, and said Teague and Schaub shall abide by the decision. If Dr. Schaub remains here after taking hospital course until June 1, he is to receive 45 per cent, of the collections for work done in general practice during such time. Roxboro, N. C., April 3, 1901. R. J. Teague. O. P. Schaub." And thereafter they amended it by adding on the back thereof the following: "Dr. T. further agrees to leave the field open to Dr. Schaub's entire care for a period of from two to four months. R. J. Teague. O. P. Schaub. Roxboro, N. C., April 4." It was agreed in the court below that all matters in controversy between the parties had been settled, and that only one question is presented to the court for its consideration, namely, whether "the contract is void because of indefiniteness as to the territory," and the court below, upon the submission to it of this single question, held "that the said contract, in so

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AND ANY OTHER DISEASE CAUSED BY IMPURE BLOOD.

Do not be discouraged if other remedies have failed. RHEUMACIDE has made its reputation by curing alleged incurable cases. Does not injure the organs of digestion.

Goldsboro, N. C., Aug. 25, 1902.

Gentlemen—Some six years ago I began to have sciatica, and also a chronic case of muscular rheumatism. At times I could not work at all (my business being baggage master on Southern R. R.). For days and weeks at a time I could not work. My suffering was intense. Physicians treated me, without permanent relief, however. Tried a number of advertised remedies without permanent benefit. Finally I tried "RHEUMACIDE." It did the work, and I have had excellent health for three years. I can cheerfully say that all rheumatics should use "RHEUMACIDE," for it is by far the best remedy.

R. A. LOMAX.

Price \$1.00 prepaid express, or from your Druggist.

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far as it relates to the right to restrain the defendant, is void for indefiniteness as to the territory, and cannot be aided by extrinsic evidence," and the plaintiff's prayer for said relief was thereupon denied.

The court below did not pass upon any question relating to the consideration of the contract, so as to determine whether there was a consideration sufficient to support it, nor did that court take the view that this suit was an attempt on the part of the plaintiff to force the defendant to leave the town of Roxboro, and thereby to get rid of his competition under the provisions of the contract, which have been recited. There is nothing on the face of the contract, as I think, to justify the conclusion either that there was any such intent or purpose on the part of the plaintiff in bringing this action, or that the contract is not founded upon a valuable consideration. If these matters were in controversy between the parties, the plaintiff clearly had the right to be heard by a jury, and to bring forward his evidence for the purpose of showing what the real facts of the case were.

The plaintiff's contention is that the defendant was in a measure his beneficiary, and that he, by reason of the plaintiff's kindness to him, having gained an advantage, now seeks to retain it, and make use of it to the plaintiff's detriment in the community where the plaintiff had established a lucrative practice, and which, to advance defendant's interest and improve his then embarrassed condition, he had generously shared with him, the latter thereby acquiring the benefit of the practice ready to hand. It would be inequitable and against good conscience, as the law views the relation of the parties, so established, to enable the defendant thus to deal with the plaintiff. Those matters surely ought not to be considered upon an appeal from a judgment which, by agreement of the parties, presented but one question, which arose solely upon a consideration of the contract itself, and which necessarily, by the form of its submission to the court, deprived the plaintiff of the opportunity of disclosing the facts bearing upon matters not involved in that question. The plaintiff should not be condemned before he is heard, and we should not consider and decide a matter which the parties have not seen fit to present to us. If I am permitted to refer to the pleadings for the purpose of showing the true nature of the controversy between the parties, I do not hesitate to say that there is abundant allegation on the part of the plaintiff, which, if sustained by proof, would have shown that there was a valuable and adequate consideration, and that this suit was brought in good faith. If the plaintiff's allegations are true, he had been a benefactor of the defendant, and had extended aid and assistance to him when he most needed it. This court decides against

the plaintiff a question as one of law which must, in its very nature, involve a finding of facts which do not appear on the face of the contract.

If the plaintiff had supposed that the only question submitted to the court by the agreement of the parties involved in its decision the matter as to the consideration of the contract and the object in bringing the suit, he perhaps would not have entered into the stipulation with the defendant; and I do not think we should undertake to decide questions which the parties have not called upon us to pass upon, and which will at least place one of the parties at a disadvantage. I am not aware of any rule of law to the effect that the consideration of a contract which is not required to be in writing shall be expressed in the writing. My understanding is that it may be shown dehors the contract by moral evidence, and that the defendant therefore cannot avail himself of a want of consideration, unless that fact appears affirmatively in the contract itself. It seems to me that by a proper construction of the contract and the examination of the facts stated in the pleadings, this appeal does present the case of a professional man selling out his interest in the business of the firm for a valuable consideration, coupled with a covenant on his part to refrain from practicing his profession within a well defined territory. This brings us to the consideration of the very question upon which the case was decided in the court below. In the second clause of the contract there is the following stipulation: "It is furthermore agreed that, if Dr. Schaub cannot secure an appointment by June 1, 1902, he remains here until that time." Then follows the provision for the arbitration of their differences if the parties themselves cannot make an agreement. It is then further provided that, "if Dr. Schaub remains here after taking the hospital course until June 1, he is to receive 45 per cent, of the collections for work done in general practice during such time." The contract is dated at Roxboro, N. C., April 3, 1901, and signed by the parties. The writing on the back of the contract, which is quoted in the opinion of the court, is also dated at Roxboro. The question to be determined is, to what does the adverb "here" refer? We are told by the lexicographers that the proper definition of the word "here," when used as an adverb, is "in the place or region where the person speaking is; on this spot, or in this locality." If this be its true meaning and significance, how can it be doubted for a moment that when it was used in the contract the parties referred to Roxboro? Besides, the plaintiff alleges in his complaint, and the defendant admits in his answer that at the time the contract was executed the parties practiced medicine in Roxboro under the firm name of Teague & Schaub, and it is to be fairly inferred from the pleading

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