

NOTHING LIKE IT IN COUNTRY, SAYS EXPERT

Something that is Giving New Life and Energy to People.

USED BY EUROPEAN PERSONAGES

Public Does Not Realize What a Large Number of People are Afflicted with Nervous Debility.

The specialists who are introducing "Tona Vita," the new tonic to Omaha people, continued to give their "five-minute demonstrations" yesterday.

A hundred or more people who were given the medicine and five minutes later asked what effect it had in their case all replied, that they had been benefited, and most of them expressed astonishment.

The specialists are entirely confident the medicine will prove as successful in this country as in Europe, and predict a tremendous success for it in Omaha.

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"Every man or woman who has been afflicted with chronic nervous debility who tries "Tona Vita" will become a walking advertisement for the medicine, and that sort of thing spreads like wildfire.

"The public does not realize what a tremendous number of people among those who live in the largest towns, are afflicted with nervous debility, in more or less aggravated form. Nor does the public realize the symptoms of this modern plague when they see them.

"The "Tona Vita" sale and demonstration are taking place at the Brandeis Drug Department, Sixteenth and Douglas streets, south side main floor, the local agents. A free trial of the tonic will be given to those who desire to test it.

The specialists will be at the store from 9 a. m. to 6 p. m., and will explain the nature of the preparation to all callers.—Adv.

Division Employee Gets Promotion

Superintendent John Mastens of the fourth division of the railway mail service has received notice of the promotion of Joseph A. Skidmore, who for last three years has been serving under Chief Clerk Mettlin.

Other promotions will follow as soon as the department gets into smooth working order," says Mr. Mastens, "and the majority of the best positions in the new division will be filled by men who have been working in Omaha under Mr. Mettlin. I believe that they will make the best material for the responsible positions because they are acquainted here."

High School Girls Give German Play

A one-act comedy playlet, "Die Neue Miss," was the feature of the program given by the high school German society in the assembly room at the school Monday afternoon.

This play was presented before the German section of the state teachers' convention held recently and attracted no inconsiderable interest among out-of-town German instructors. The three characters in the play were coached by Miss Abba Bowen and Miss Somers of the German department at the high school.

Following in the cast: Bertha Beliner (Ika, a school girl); Ruth Ogilvie (Olga, another school girl); Ethel Ratkay.

**Dynamic Wrecks Buildings** as completely as coughs and colds wreck lungs. Cure them quick with Dr. King's New Discovery. 50c and \$1.00. For sale by Beaton Drug Co.

The key to success in business is the judicious and persistent use of newspaper advertising.

ARE YOU FREE FROM

Headaches, Colds, Indigestion, Pains, Constipation, Sour Stomach, Dizziness? If you are not, the most effective, prompt and pleasant method of getting rid of them is to take, now and then, a desertspoonful of the ever refreshing and truly beneficial laxative remedy—Syrup of Figs and Elixir of Senna. It is well known throughout the world as the best of family laxative remedies, because it acts so gently and strengthens naturally without irritating the system in any way.

To get its beneficial effects it is always necessary to buy the genuine, manufactured by the California Fig Syrup Co., bearing the name of the company, plainly printed on the front of every package.

OMAHA PAYS PAVING COMBINE

Crescote Block Transactions Duplicated in Many Cities.

WESTERN SITUATION REVEALED

Prices Have Been Controlled by Agreement by Two Firms, Though It Appears They Compete for Business.

Omaha has paid tribute to the crescote paving block trust, according to revelations that have been made in Minneapolis. Long before the final organization of the trust early in January, 1911, the cities of the northwest, as well as Omaha, paid huge profits to two paving companies, which have had a practical monopoly of the western territory.

The Minneapolis Journal presents illuminating facts with reference to the crescote paving block combine's operations in the northwest. This territory has been awarded to the Kettle River and the Republic companies, other block makers agreeing to keep out. Although the Republic people were not definitely forced into the trust until last January, they frequently in previous years made local agreements with the Kettle River people to split contracts and eliminate competition and through comparison of contracts in competitive and noncompetitive points it usually cost a town about 50 per cent more for its paving blocks than these agreements were made. That is what happened in Omaha at least.

It is also known that the two paving block companies had favorite contractors whom they made lower prices on blocks so that such favorites could always underbid competitors. In this way powerful local allies were built up and prices maintained on a high level. The Journal says:

**The Omaha Situation.** As a fair example of the methods employed by the Republic and the Kettle River companies, take the situation in Omaha in February, 1909, as typical of that in other western cities where the paving companies had decided to let the blocks be laid by a contractor rather than by the companies themselves, but to control the price absolutely.

Prior to the letting of the contract for crescote block paving in Omaha, February 1, 1909, it was agreed that the Republic company should furnish one-third of the blocks and the contractor who obtained the contract, an agreement drawn by A. W. Van Hafften, northern western manager of the Republic company, read:

The Republic Crescoting company is to furnish one-third of the yardage resulting in letting at Omaha, Neb., February 1, 1909, at prices based on Milwaukee letting, October 12, 1908.

The Republic Crescoting company is to ship to the General Contracting company, sufficient blocks to offset its proportion at Omaha.

If the Republic Crescoting company's proportion at Omaha is in excess of yardage at Milwaukee it is to ship blocks to Omaha to make up the difference or to be given sufficient yardage elsewhere to offset same on Milwaukee price.

In other words, the two companies were splitting the business, agreeing on prices and contractors before jobs were let and apparently competing, when in reality they were sharing business on the agreement basis. The agreement went so far as to permit one company to ship blocks to other cities than the one mentioned in the agreement if this were convenient, and turning in these blocks to offset the share agreed to in the original cities.

As indicated in the agreement at Omaha, a like agreement has been made in Milwaukee in 1909. An agreed price for blocks was made to a favored contractor and other contractors who wished to bid on city work found it impossible to get blocks at a price which would warrant their bidding for the work.

Ostensibly there was competition. In reality there was none.

**South Omaha, Too.** In South Omaha in December, 1909, only one bid was submitted for crescote block paving. That bid was by the General Construction company of Minneapolis, and it was made on the agreement that the Republic Crescoting company, represented by Mr. Van Hafften, should furnish one-third of the blocks, the other two-thirds to be furnished by the Kettle River company.

A letter from A. C. Morrison, then a salesman for the Kettle River company, to the home office in Minneapolis, states the exact agreement at South Omaha. The letter, written from Chicago to the Minneapolis office, November 30, 1909, read:

General Contracting company bid for us at South Omaha and therefore I did not bid in the name of our company. We are to do all the promoting, that is, to furnish one-third and pay us 10 cents promotion expense. We are to furnish the contract. The Kettle River company is to do all construction. I am enclosing written contracts. Mr. Smith is in charge of this personally until points of Bestor's return. Mr. Lynch is to attend to promotion work at South Omaha under my direction.

General Construction company bid \$2.50 on three-inch sixteen-pound blocks, four-inch concrete base. No other bids. They are one price on all jobs and one sized blocks. Brick people bid \$2, Sarcos \$1.90. Very truly, A. C. Morrison.

**Copy of Contract.** The written contract entered into November 29, 1909, between the General Contracting company, by A. J. Leahy, manager, and the Kettle River company, by A. C. Morrison, western sales manager, shows that the construction company, by contract absolutely agreed to bid \$2.50 a yard for furnishing and laying the blocks and to pay the Kettle River company \$1.47 for the blocks. The Kettle River company agreed actively to use its influence and assist in every possible way in the securing of contracts by the General Contracting company. It was even agreed that, if a surety bond were accepted by the city to protect the city against loss under the maintenance guarantee, the Kettle River company should pay two-thirds of the reasonable cost of the surety bond.

This agreement, the original of which is in possession of the Journal, reads: This agreement made and entered into this twenty-ninth day of November, 1909, between the General Contracting company, hereinafter designated as the party of the first part, and the Kettle River Quarries company, hereinafter designated as the party of the second part.

thirty days after completion of entire contract and providing that party of the second part deposits satisfactory securities, as hereinafter mentioned, a payment for blocks to be based on actual yardage laid on the streets, any left over block to remain the property of the party of the second part.

In consideration of the purchase of the blocks above mentioned the party of the second part hereby guarantees to replace free of charge f. o. b. cars South Omaha, any or all crescote blocks which may wear out or prove defective within the period of five years maintenance guarantee of the contract. In the city specifications, it being expressly understood, however, that the party of the second part will be required to replace any blocks which wear or prove defective through any faulty or inferior construction, or on account of sunken

**Question of Security.** "At the time final settlement is made for the blocks party of the second part agrees to buy and file with the city of South Omaha satisfactory security to the extent of \$1.47 for each square yard of crescote blocks actually laid on the property of the party of the second part, notwithstanding that said security with the city to protect said city against loss under maintenance guarantee, and the party of the first part hereby agrees to enter into a legal and valid assignment of said securities and interest thereon to the party of the second part, and agrees to protect and save harmless the party of the second part from any pecuniary loss resulting from his action on the part of the party of the first part to comply with the terms of this agreement with the city of South Omaha, relative to the maintenance of said paving, or against any loss on account of failure to conform to said assignment of securities with plan, specifications and contracts between the city of South Omaha and the party of the first part.

The party of the second part agrees to actively promote crescote block paving in South Omaha on the streets on which the party of the first part are successful bidders, and further agrees to use their influence and to assist in every possible way in the securing of said contract, and in the use of said material.

The city of South Omaha, will accept a surety bond to protect themselves against loss under the maintenance guarantee, the cost of the security of the party of the first part to comply with the terms of this agreement with the city of South Omaha, relative to the maintenance of said paving, or against any loss on account of failure to conform to said assignment of securities with plan, specifications and contracts between the city of South Omaha and the party of the first part.

**General Contracting company.** By Arthur Leahy, Manager. "Kettle River Quarries company." By A. C. Morrison, Western Sales Manager.

**Second Contract Made.** At the same time a contract was entered into between the Republic company, through A. W. Van Hafften, and the Kettle River company, through Mr. Morrison, whereby it was agreed that should any other firm than the General Contracting company get the contract for South Omaha and should the Kettle River company sell the blocks for the paving, one-third of the blocks would be purchased from the Republic company at \$1.55 a yard. Mr. Van Hafften also signed an agreement to pay 10 cents a yard promotion fee to the Kettle River company for every square yard of crescote paving sold by the Republic company to any contractor as result of the South Omaha letting.

The agreement between the companies was as follows: OMAHA, Neb., Nov. 29, 1909.—Republic Crescoting Company, Minneapolis: Gentlemen—In the event that any contractor or contractors or contracting company or other firm than the General Contracting company are successful in the securing of contracts for crescote block paving in the letting at South Omaha, November 29, 1909, it is hereby agreed, providing blocks for the paving are secured from Kettle River Quarries company that the Kettle River Quarries company will purchase from the Republic Crescoting company one-third of all the blocks to be used in South Omaha, on the contracts under the said letting of November 29, 1909, at price of one dollar and fifty-five cents (\$1.55) per square yard for three-inch, sixteen-pound treated blocks, f. o. b. South Omaha, and for blocks of sizes and treatment other than three-inch, sixteen-pound to be purchased at comparative prices, basing same upon price of \$1.55 per square yard for three-inch, sixteen-pound treated blocks. Yours truly, A. C. MORRISON, WESTERN SALES MANAGER.

Accepted: REPUBLIC CRESCOTING CO. A. W. Van Hafften.

From Republic Company. Mr. Van Hafften's agreement was as follows: OMAHA, Neb., Nov. 29, 1909.—Kettle River Quarries Company, Minneapolis, Minn.—Gentlemen: In consideration of your taking charge of the promotion of crescote block paving in South Omaha, lettings of November 29, 1909, we, the undersigned, hereby agree to pay to you in cash ten cents (10 cents) per square yard promotion fee for each and every square yard of crescote block paving sold by us to any contractor or to yourself under any contract under the letting of November 29, 1909, said sum to be payable within sixty (60) days after delivery of blocks by us to contractor. This agreement is limited strictly to any sales resulting from the letting of November 29, 1909, at South Omaha.

It is understood that you will use all reasonable means to promote crescote block paving in South Omaha, and that you will do what you can to secure the largest possible yardage under the letting above mentioned. Yours truly, A. C. MORRISON, WESTERN SALES MANAGER.

By A. W. VAN HAFFTEN.

**SCALP ITCHED SO SHE COULDN'T SLEEP**

Nor Keep from Scratching. Became Worse and Worse. In Two Weeks Rid Completely of Trouble through Use of Cuticura Soap and Ointment.

"One evening while combing my hair, I noticed a few brown crusty spots on my scalp and, of course, I thought it was only a little dust that had settled there during the week. So I washed my hair thoroughly but I saw that they wouldn't come out. Then at the end of the next week I washed my hair again, and to my astonishment I saw not only those few but many more had come. Then my head became worse and worse, and my scalp started to itch terribly, so that I could not sleep nor keep from scratching my head.

"The crusty places later opened and made sore which bled, and they also itched something terrible. I tried many remedies but none helped and instead they made my head worse. This condition of my scalp kept up for a month, then one day I met a friend and she advised me to use Cuticura Soap and Ointment which I did. In two weeks I was rid completely of this trouble, through the use of the Cuticura Soap and Ointment. I am never without them, for they are my most highly valued friends." (Signed) Miss Alva Gustafson 577 Second Ave., New York City, May 17, 1911.

**Girl of 12 Cured of Pimples.** "When I was about twelve or thirteen, my face broke out with pimples. They came out in groups and were very annoying. After trying so many remedies without success, I saw the Cuticura Ointment advertised and I sent for a box. In a week I saw a great change in my face and it was a complete cure. Now you can not tell I ever had pimples." (Signed) Miss Mabel Morrah, Dover West, N. S., Mar. 21, 1911.

Cuticura Soap and Ointment are sold throughout the world. Send to Foster Drug & Chem. Corp., Dept. 19A, Boston, for a liberal sample of each, post-free, with 25-c. book on the skin.

COLD WAVE MOVING EAST

Snow Driven by Gale Sweeping Down from Rockies.

REACHES ZERO IN SOUTH DAKOTA

Storm Extends as Far South as Oklahoma and Texas Panhandle—Great Suffering Among Live Stock.

KANSAS CITY, Nov. 27.—A cold wave sweeping down from the Rocky mountains began to make itself felt in western Nebraska, Kansas and the Texas Panhandle today. Snow driven before a 30-mile wind swept western Kansas causing heavy damage to livestock. A temperature of 20 at Dodge City at sunrise fell rapidly.

Snow and falling temperatures also prevailed in North and South Dakota pressing zero weather before tomorrow. According to the local United States weather forecaster, the cold wave is driving eastward and will bring a temperature as low as 10 or 12 degrees to Missouri and Iowa tonight and tomorrow and almost as low in Oklahoma.

**Colder in Omaha.** Colonel Walsh of the weather bureau gives assurance that severe cold will not be experienced during the present cold wave, which was announced Sunday night by the unfurling of the black flag. There has been a decided drop, but there is no zero weather in sight. Indications are for colder weather, continuing throughout Tuesday, moderating somewhat by Wednesday.

Reports received at the railroad offices in Omaha show light snow and snow flurries over South Dakota, west of Wyoming, eastern Colorado and western Nebraska Sunday and Sunday night. In some localities, snow fell to a depth of an inch.

Reports of brisk northwest wind come from all sections, and the temperature ranges from zero to 30 degrees above. Up around Long Pine 19 above is registered, and the same temperature is recorded throughout the Black Hills.

**Dr. Lyon's PERFECT Tooth Powder** is packed in a dust-tight metal box, with patent measuring tube, which is both safe and convenient for tourists.

**The CENTURY'S CHRISTMAS**

If peace on earth and good will toward men mean anything, they mean the editorial policy of The Century Magazine. The Christmas number is no more full of Christmas spirit than is any number, but that is the spirit of The Century all the year around. This particular Christmas number, however, is rich in stories and articles, making it a magazine for the quiet moments of the Christmas holiday and a magazine for a Christmas present to a friend.

If you like stories read "Sauce Rosemonde," a brilliant little incident of French life told with Gallic vivacity.

If you care for music try "A Christmas Song" by Horatio Parker—who won the \$10,000 prize for the best American Grand Opera.

If you love pictures see the illustrations in color of Dickens' Christmas Carol.

Truly the Christmas Century is a very large thirty-five cents' worth.

**The CHRISTMAS CENTURY**

35 cents a copy, \$4.00 a year. At all book stores, or The Century Co., Union Square, New York

**1st, 2nd and 3rd** Places for the Great Tiedman Trophy go to the **E-M-F "30"**

**At the Savannah Races** 171:40 Miles in 176:19 Minutes

The Tiedman Trophy Race and the Vanderbilt Cup Race

Tell the story each year of an automobile's worth.

The trophies and stakes are the most sought after and consequently the most fiercely contested for in the automobile field. All cars entered in these events are supremely tested in the terrific contests and the winning machine secures its position solely through merit—through actually being a more capable machine than any of its competitors. Each driver is striving his mightiest to secure a top position—he is personally financially interested in the liberal stakes, and therefore forces his car to produce its utmost. The fact that a car possesses ability—is made right of right stuff—is shown no sooner or no later than the lack of these qualities in another car. The finish tells the tale. Just think, then, of the wonderful and spectacular finish of three E-M-F "30" entries in the Tiedman trophy race Monday morning at Savannah, Ga.

Seven cars were entered, three being E-M-F "30" and the three E-M-F "30's" won 1st, 2nd and 3rd Places



Here's a duplicate of the car winning the Tiedman Trophy. 172 miles in 176 minutes. E-M-F "30," \$1,100 F. O. B. factory.

**E-M-F OMAHA COMPANY**

Direct Factory Branch of the Studebaker Corporation, Detroit, Mich.

L. A. Keller, Mgr. 2026-28 Farnam Street