

# The Journal.

ISSUED BY

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## REAL ESTATE AND LOAN AGENT

An exchange asks: "How would it do for the various legislatures of the country to pass laws compelling insurance companies to furnish the public with blotting pads?" We don't know but what such a measure is now pending. If not with "pads," something equally absorbing as regards stockholders.

The way to restore confidence is to restore it. Men who stand round, and growl and whine, and wonder how dull 1884 is to be, will not find it a good year. But those who work hard, are economical, who push things and advertise liberally—such men will make money and always remember 1884 with pleasure and enthusiasm.—*Boston Globe.*

An application for an injunction in the Chicago & Evanston R. R. case, before Judge Shepard of the Chicago Superior Court, was on Monday last very properly refused by the learned judge, hence the Northwestern Company again suffers defeat. The application for injunction purported to be in behalf of the people of the State, but was in fact for and on account of the Northwestern. To say that the residents along the north shore are despondent, nay, anxious to have the new road completed, would be but stating facts, and for any gigantic monopoly to oppose the wishes of the people in this respect only shows the necessity of a more public interest being taken in the matter.

How can the habit of the obtaining of a divorce for every frivolous offense be stopped? Doubtless desertion, cruelty, debauchery, adultery and other crimes against the marital relation should constitute a good excuse for divorce, but incompatibility of temperament, by which is generally meant inability to rule on the part of complainant, should be well weighed by a court before divorce is allowed. How would it do to make the marriage of divorced parties unlawful during life? It might work hardship sometimes, but wouldn't it tend to stop the wholesale divorce business?—*Waukegan Gazette.*

The only possible objection that we can see is, that if the marriage of divorced parties was made unlawful during life, there would be an awful disadvantage of the present law before its repeal, thus blocking the regular business of every law court in the State. Let a man or woman either know that he or she can't get married again, and their

## Chicago Real Estate.

"The market for the past month, while not productive of great results, was, in a manner, what might be termed 'lively' for midwinter, exceeding both in number and volume of sale the same period last year, and is indicative of an early opening of the spring trade in real estate.

"The apparent delay in the consummation of trades is not attributable to lack of buyers, but to the firmness of holders. A number of instances have come to our notice wherein owners have refused to concede the slightest difference, for instance, \$500 on a \$50,000 deal, \$250 on an \$11,000 transaction, \$100 on a \$5,000 trade, and so on.

"While this is very conclusive evidence as to the favor in which Chicago real estate is held, it defeats many sales, and makes hard work for the broker, who has his work for his pains. The larger transactions are confined to no particular locality, but are distributed very generally among acres, central business, and improved and vacant residence property.

### A PREDICTION.

"We predict for acres an active demand, the inquiry from both outside and home buyers having already commenced. Owing probably to the fact that Chicago is increasing in population at the rate of 50,000 per annum, and acres that are now considered outside will soon be available as residence and business localities.

"For central property there is always a ready market, but transactions seldom occur, unless at prices which a few years since were scarcely dreamed of and are now considered outside.

"In number of sales, residence property of course has the lead, as in central the firmness of holders frequently defeats sales; the inquiry for this class of property is very active, and will doubtless increase as the spring approaches.

"Suburban property is, as might be expected, very quiet, but with the advent of pleasant weather, buyers who are now merely seeking information will be very likely to close on their selections.

### A STRAW.

"As a 'straw' showing the inclination of occasional stock operators to invest their surplus in something tangible, we quote the remark of one (an old resident of Chicago) who had made an offer on a choice property; he had invested several thousand dollars in what were supposed to be gilt edged bonds, and could, when the offer was made, have closed out at a handsome profit, but by the time his offer was accepted, to sell them would have entailed a heavy loss on him; he was, therefore, compelled to lose the 'bargain.' He said: 'I know fifty men who, like

stock, who are only awaiting a chance to sell out, even at a moderate loss to invest the money in real estate, as stocks are altogether too risky.'—*Inter-Ocean.*

## Pay Your Debts.

"Present her" (the wife) "with a \$2,000 or \$5,000 insurance policy on your life," is a suggestion so often urged we are getting tired of it. In most cases it isn't true any more than a man can be said to make the bank a present when he takes up his own "promise to pay ninety days after date," etc. Didn't the man tell his sweetheart a thousand times before he married her he could not live without her, that she was all the world to him? No nonsense about it. We have been in the same predicament, and said it with all the sincerity a human being could command. She, the one we loved, was all the world to us then and has been ever since. She is the light of our eyes now, and when that light goes out there will be a dark pall spread over human existence to us. No buds or blossoms are so fragrant or beautiful as those she cultivates, and, though our home has always been humble, no happier children have gathered around any other fireside than our own. What a paradise she has made of the home? Has she not given her life, her thought, her entire existence to the one who said he could not live without her, and how far wrong was he? What is due the bright spirit that has warmed the heart and blessed your home? What if you die, leaving her in the miserable condition you would be without her? Surely everything that lies in your power to make her existence peaceful till her spirit finds its way to yours again in the existence beyond. You leave her, what? The family to care for. Yes, and the home, the household effects, many of your own, of little use to her, except as sorrowful mementoes when you are gone. The settlement of the estate, the winding up of your business affairs that absorbed so much of your time, the payment of your debts that gave you so much anxiety. How illy have you prepared your idol for all this. Think of the many unpleasant surprises awaiting her, and the torturing uncertainties to darken her future, and say, if you dare, you do not owe her the best bank account you can possibly provide. You readily assent. We knew you would, but the bank account is so uncertain. Your own exigencies demands all your surplus means so often, and they are often drained so low it would not do to sicken and die at such a time. What can you do? Why, just what you should do. What we have done: discharge the obligation to your wife by the easiest means. Take the life

insurance policy, that costs but a trifle each year, and provide the bank account at a time when, of all others, it is most needed, when the suffering widow and mother of your children will bless your memory for this additional evidence of your fatherly care. Take the policy at once. You owe it to the one who has done more for you than any one else can, by the most binding obligations that can rest upon you. Protect her, thus, and, better still, while doing this, provide by the same policy what will smooth your declining years, if both are speeded to go down the hill together, and call it not a present, when you explain to your wife that this insurance is the safest and best addition you ever made to the joint estate.—*Rough Notes.*

## SUNDAY CONTRACTS IN ILLINOIS.

The Supreme Court of Illinois in the case of Richmond v. Moore filed June 16, 1883, 107 Ill. 429, held that Sunday contracts were valid. It appears that the St. Louis Court of Appeals filed an opinion on March 28, 1882, in Moore v. Clymer, just reported in Vol. 12 of Missouri Appeal Reports, which anticipates the decision of our Supreme Court, in point of time, in holding that a promissory note made in Illinois on Sunday, in consideration of money loaned on that day, is not for that reason void under the statutes of this State, nor at common law. Considering the fact that our Supreme Court had not spoken on this subject, it was a bold step for the St. Louis court, and which receives the approval of our Supreme Court by a later decision, without knowledge of the former. The opinion is an able review of the authorities and statutes of other States. We copy one portion of the opinion: "It thus appears that the weight of authoritative interpretation would unquestionably hold that the word 'labor' in the Illinois statute has no reference to the making of a promissory note or other contract, unless perhaps the consideration be some work or labor to be performed on a Sunday." The contract in Richmond v. Moore, 107 Ill. 429 was a vessel contract. Of such a contract the Illinois court say: "Here there was nothing to disturb the peace and good order of society, which it is the primary purpose of the statute to prevent. Had this contract been made in such a manner as to disturb the peace and good order of society, or any portion of it, then a very different question would have been presented, but one which need not be discussed here." Thus it will appear that both courts in the passages italicized above, suppose cases in which the Sunday statute might become operative by annulment of the contract. We are compelled to admit that the opinion of the St. Louis Court of Appeals is superior to the judgment of our own Supreme Court, both in learning and diction.—*Legal Adviser.*

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