Dakota Farmers Leader.

A Faithful LEADER in the Cause of Economy and Reform, the Defender of Truth and Justice, the Foe of Fraud and Corruption.

VOL. 10. NUMBER 19. CANTON, SOUTH DAKOTA, FRIDAY, NOVEMBER 3, 1899. $1.00 PER ANNUM.

I sell Dry Goods and Dry Goods only, and am therefore better qualified to speak about Dry Goods than nine-tenths of the retail merchants.

I have one of the

Largest, Latest and Most Desirable Lines in the City.

My line comprises the best things in Cloaks, Capes, Furs, Dress Goods, Trimmings, Underwear and Winter Goods that can be culled from the eastern markets.

Don't be fooled into paying a big price for old style goods, but follow the wise ones at trade at my store.

Blanket Sale---Nov. 4.

Attend our Big Blanket Sale on Saturday, Nov. 4, at which time 345 pairs of Cotton and Woolen Blankets will be sold at wholesale prices on that day. Will you be one of the lucky ones who will get one of these nice, warm, soft, comfort-giving blankets for the same money the average retail dealer gives for them.

H. HUFSMITH,

EXCLUSIVE DRY GOODS DEALER.

Phone No. 102. Canton, S. D.

SLAVERY AND POLYGAMY.

Recognition of Both Under the Stars and Stripes.---Agreement With the Sultan of Sulu.

The administration having caused it to be published widely that there is no treaty with the Mohammedan Sultan of Sulu and that the treaty as published is a forgery and doesn't recognize slavery nor polygamy anyway, the following quotations from the Record will be of interest to all who love freedom and believe in the sanctity of the home.

The full text of the treaty has been published in the Press and other newspapers. The copy was sent to the United States by mail by John T. McCutcheon, correspondent of the Chicago Record, who was with Gen. Bates when the treaty was made and signed and who obtained his copy at that time. The treaty guarantees protection to the Mohammedan Sultan, non-interference with polygamy or other religous customs, recognizes the legality of slavery by providing that slaves may purchase their freedom by paying their masters "the usual market price," and requires that the Sultan shall fly the American flag at home or abroad at all times and established the full sovereignty of the United States over the archipelago.

Gen. Bates, in negotiating the treaty, acted not as the representative of the United States government. He presented the treaty first to Gen. Otis for his approval before it was sent on to Washington to receive the sanction of McKinley. The fact that he forwarded it to Washington shows that it has received the approval of Otis, but it is not known whether McKinley has yet approved of it, although there has been no denial of that fact.

Here is the record as it has been made:

THE FLAG STANDS FOR FREEDOM.

Constitution of the United States—

Neither slavery nor involuntary servitude, except as a punishment for crime, whereof the party shall have been duly convicted shall exist within the United States or any place subject to their jurisdiction.

THE PROMISE TO THE SULTAN.

Prof. Schurman, interview cabled from Manila to New York Sun, June 3, 1899:

I greeted the Sultan in the name of the President of the United States, and gave him friendly assurances, I said that the interests of both demanded the peaceful development of the islands and their improvement. I told him that the Americans offered an opportunity for the increase of business and the payment of larger revenues. I also told him that we had succeeded to Spain's rights and obligations, which we would strictly respect. We would sacredly regard their religion and customs. The Sultan reciprocated these friendly sentiments.

TO NEGOTIATE THE TREATY.

Manila special July 12, 1899:

Gen. Bates, in the capacity of agent of the United States government, sailed for Jolo this morning to negotiate with the Sultan of Jolo regarding the future relations of the Jolo (or Sulu) archipelago. He will present to the Sultan $10,000 in Mexican money as an evidence of good will The local administration of the Jolos will remain unclaimed.

SLAVERY AND POLYGAMY INSISTED UPON.

Special to the Chicago Record from Sandoyan, Ph., July 24, 1899:

Gen. Bates reached Sulu the 16th to arrange a treaty with the Sultan at a conference to begin today. The only features likely to be troublesome are slavery and the plurality of wives, which points, it is believed, the natives will insist upon.

SULTAN SLOW TO BE CONVINCED.

Iloilo special New York Herald, Aug. 13, 1899:

Gen. Bates is still negotiating for a treaty with the Sultan of the Sulu islands. The Sultan is as yet unwilling to accept the terms offered by the Americans.

NATURE OF THE TREATY MADE.

Opening paragraph of the treaty:

Agreement between Brig.-Gen. John C. Bates, representing the United States, of the one part and his highness the Sultan of Sulu the Dato Rajah Muda, the Dato Attik, the Dato Calbe and the Dato Joakauain, of the other part; it being understood that this agreement will be in full force only when approved by the governor general of the Philippine islands and confirmed by the president of the United States, and will be subjected to future modification by the mutual consent of the parties in interest.

Concluding portion of the treaty:

Signed in triplicate, in English and Sulu, at Jolo, this 20th day of August, A. D. 1899. (13th Arakuil Akil, 1317.)

—Sultan of Sulu.
—Dato Rajah Muda.
—Dato Attik.
—Dato Calbe.
—Dato Joakauain.

Signed: —J. C. Bates, Brig.-Gen. U. S. V.

POLYGAMY WILL NOT BE INTERFERED WITH.

The following is that portion of the treaty which guarantees continuance of polygamy and other religious customs of the Moslems:

Art. 8—The rights and dignities of his highness, the Sultan, and his datos, shall be fully respected; the Moros shall not be interfered with on account of their religion; all their religious customs shall be respected, and no one shall be persecuted on account of his religion

LEGALITY OF SLAVERY RECOGNIZED.

The following recognizes the legality of barter in human beings:

Art. 10—Any slave in the archipelago of Sulu shall have the right to purchase freedom by paying to the master the usual market value.

SALARIES THAT WILL BE PAID.

Art. 15—The United States government will pay the following monthly salaries:

To the Sultan	$250.00
To Dato Rajah Muda	75.00
To Dato Attak	60.00
To Dato Calbe	75.00
To Dato Joakauain	75.00
To Dato Puyo	60.00
To Dato Amir Haissin	60.00
To Hodzi Buter	50.00
To Habib Mura	40.00
To Serif Saguin	15.00

THE SUPREME COURT.

The republican "Answer" is shown to be a mass of lies.

The republicans seem to have employed J. Tomlinson, Jr., to draft a reply to the union committee's arraignment of the present supreme court. His only qualification for the job seems to be that he holds the position to which he was elected by the legislature in 1897, of chief liar of South Dakota.

The union committee did not attempt a full review of the work of the supreme court. Time was too short. It did not refer to the infamous Taylor case. It did not rake up the Gardner case, a rotten decision under which Fuller was appointed a full term of six years and Haney for four years, in the face of a constitutional provision that judges shall be elected. It did not mention the numerous political cases, notably the Brown County commissioner cases, two of which were held two years and then dismissed on technacalities, and the third held four years permitting a republican interlooper to serve out a three years term while the man who was elected awaited a decision from Haney. The circular aimed only to present those cases which established new rules of law for the benefit of corporations and limited this to the last six years. All of the cases quoted were decided by some of the present judges. Two of those quoted were decided by Corson before Fuller was appointed and two more by Corson and Fuller before Haney's appointment. But J. Tomlinson, Jr. says, "The whole campaign against the supreme judges was based upon the proposition that half a dozen cases were decided in favor of the railroads, this fact being distorted to mean that the corporations own the court. Now it developes that all these cases were decided before either Judge Fuller or Judge Haney came to the bench, while the pop circular itself testifies to the honesty of Judge Corson. Like most slander campaigns this one had kicked back."

It is unnecessary for any reader to take the word of ourselves or of J. Tomlinson, Jr. Our first circular quoted every decision criticised and it may be found in the books at the pages quoted.

The Saunders case is denounced as "Lie No. 1." This we stated was decided by Judge Fuller on the Circuit bench and that he was on the supreme bench when the court affirmed his dicision. This is true, as can be seen by any one who will look at the record. And it was this circuit dicision that led to Fullers appointment to the supreme bench on the recommendation of the railway attorneys.

The Cronk case (33. D. 93) and the Uhe case (3 S. D) were by Judge Corson. We never stated these cases were by Judge Fuller, yet as he has since sat on the bench and affirmed them he is a party to these decisions.

The Hebron case we stated distinctly modified the Lighthouse case rules. This was by Corson, but the Harrison opinion (6 S. D.) which as we stated "practically nullified these rules," was by Corson and Fuller concurred. They were finally buried in the Keilbach case (78 N. W. 951) in which both Fuller and Corson took part and in the Lewis case (7 S. D. 183) in which Fuller wrote the opinion. These facts were stated clearly in our circular.

Judge Corson was the guilty party to whom we referred to in the State case (4 S. D. 261) as he wrote this opinion, and the Stone case (3 S. D. 330). It will thus be seen that J. Tomlinson, Jr. is proving too much. He has simply shown that Judge Corson is tarred with the same stick as Fuller and Haney and by making this proof he at the time proves himself a liar when he says this committee admits the honesty of Judge Corson. Mr. Corson not only is too old to be re-elected but he has stood by the corporations just as valiantly as his associates.

J. Tomlinson quotes a few cases in which he says the appeals of the railway companies were denied. We are pleased to have smoked out this defence as they thereby show the questions involved.

It is well known that as a matter of policy the railway companies appeal every case which goes against them, whether there is error in the trial or not, and when there is no error of law involved they try to get the supreme court to reverse the lower court on the ground that the evidence dares not sustain the verdict. When there are only questions of fact involved the supreme court will not review them. This rule is well established. To this class of cases belong:

Sweet vs C. M. & St. P. Ry. Co. (6 S. D. 291).

Ault vs C. & N. W. Ry. (5 S. D. 20)

Lewis vs C. M. & St. P. Ry. (5 S. D. 148)

Page vs C. St. P. M. & O. Ry. (7 S. D. 297)

Stone vs C. M. & St. P. Ry. (8 S. D. 1)

Y. F. In. Co. vs F. E. & M. V. Ry. (7 S. D. 428)

Bennett vs C. M. & St. P. Ry. (8 S. D. 394)

Huchingson vs C. M. & St P Ry. (9 S. D. 5)

Schinke vs C. M. & St. P. Ry. (78 N. W. 951)

Haukland vs M. & St. L. Ry. (7 S. D. 584)

Carpenter vs C. M. & St. P. Ry. (78 N. W. 958)

Sheldon vs C. M. & St. P, Ry. (6 S. D. 696)

This disposes of over one-half of the cases quoted by J. Tomlinson.

The granting of a new trial rests in the discreation of the trial court and the Supreme court will not disturb the desision in this regard unless it is apparent this discretion is abused. In Peart vs C. M. & St. P. Ry. Co. (5 S. D. 337) the trial court granted a new trial and the Supreme Court refused to interfere. That is all there is to this case.

The case of Erpenbach vs C. M. & St. P. Ry. Co. (8 S. D. 575) involves simply a question of costs in vacating a default judgment of a justice of the peace. (76 N. W. 958) is the same question.

The case of Brown vs the C. M. & St. P Ry. Co. is another justice of the peace case. It holds a bond on appeal from justice court is requisite to give the appellate court jurisdiction.

The case of Owen vs B. C. R. & N. Ry. holds that a duly recorded chattel mortage holds in preference to a subsequent claim of a railway company for freight.

These are all the cases quoted. Any person can easily look them up. They are utterly unimportant and involve only elementary questions of law and practice, which no one but a railway attorney would have the nerve to dispute.

In every case for the past six years where a great controlling question of law was involved, the court has ruled in favor of the corporation every time. In casses in which minor questions of practice, which affected only the case at the bar they decided against the company.

We ask a careful examination of these cases, especially by the bar of the state. Every substantial charge of our first circular reviewing the court will be found to be sustained to the letter. The fact that Judge Fuller and Haney did not take part in all cuts no figure. Corson did and Fuller and Haney have been sold for the corporation ever since they were appointed.

It is well known to scores of people that Judge Fuller was appointed at the personal solicitation of W. B. Sterling, a railway attorney, and when Haney applied for the appointment after the resignation of Kellam Governor Sheldon wired him that he must first secure the endorsement of A. B. Kittredge, railway attorney.

These are the facts.

S. H. WRIGHT, Secretary. W. E. KIDD, Chairman.

QUARTERLY STATEMENT.

Auditor's and Treasurer's Detailed Exhibit of Receipts and Disbursements in the County of Lincoln, for Quarter ending Sept. 30th, 1899, Showing Amount of Funds in the Treasury and Where Depositd.

TREASURER'S EXHIBIT.

	Dr. Bal Acc't overdrawn previous qr.	Cr. Bal. previous quarter.	Cash Recp's this quarter.	Disbursements this quarter.	Dr. Bal. Amt, overdrawn at end of qr.	Cr. Bal. cash on hand.
State tax		$491 55	$1,731 26	$1,037 04		$1,185 77
Insane	220 68	254 19	573 43	885 42	$ 532 67	
County		7,399 19	3,433 77	3,247 88		7,585 08
County school		6,820 41	1,610 43	5,577 26		2,853 58
County bridge		1,089 77	472 50	1,748 45	186 18	
County institute		104 51	323 00	361 40		66 11
District schools		4,010 88	4,113 02	3,164 73		4,959 17
Townships		1,723 66	1,151 05	824 51		2,050 20
Canton City		359 44	1,227 49	661 44		925 49
Village of Lennox		5 12	48 48	1 81		51 79
Village of Hudson		42 34	39 36	43 80		37 90
Village of Beresford		24 94	14 58	31 49		8 03
Village of Worthing		28 63	19 51	73		47 41
State and County Liquor License		37 50	2,400 00	2,437 50		
Redemption		118 68	786 29	792 61		112 36
Salary		1,688 53	836 99	1,140 00		1,385 52
Sale and Lease of School lands		126 86		924 40		718 00
State of South Dakota permanent school fund			1,515 54			2,297 00
		1,797 00	500 00			
Permanent school fund interest		223 95	456 42	743 58	63 21	
Pleasant township "Special Ditch Tax"		4 48				4 48
Brooklyn township "Special Ditch Tax"		9 14				9 14
Totals	220 68	$36,106 58	$21,253 12	$23,624 05	$ 782 06	$34,297 03
Less Accounts overdrawn						782 06
Total cash in hands of Treasurer						$33,514 97

FUNDS---WHERE DEPOSITED.

Curency and Coin and cash items	5,224 33
Amount in banks, (Lincoln County Bank, First National Bank, Canton State Bank, Exchange Bank of Lennox, Hudson State Bank, Sioux Valley Bank, Farmers' and Merchants' Bank of Worthing	6,080 64
Amount advanced on court house	12,210 00
Total	$33,514 97

STATE OF SOUTH DAKOTA, }
COUNTY OF LINCOLN. }

M. T. Hogoboom, treasurer, being duly sworn doth say that the above exhibit is a true and correct statement of the financial condition of Lincoln county, as appears by his books.

M. T. HOGOBOOM, Treasurer.
By R. P. DEAN, Deputy

Subscribed and Sworn to before me this 13th day of July, 1899,
[SEAL] JONAS MINOT, County Auditor.

AUDITOR'S EXHIBIT.

DETAILED LIST OF WARRANTS ISSUED DURING QUARTER.

County Auditor and clerks	$ 465 00	Brought Forward	$2,515 06
County Treasurer and deputy	790 00	Poor Relief	667 41
Register of Deeds and deputy	350 00	Books and Stationery	231 49
County Judge	125 00	Printing and advertising	245 48
Sheriff, deputy and bailiffs	39 55	Court House	7,540 67
Superintendent of Schools	311 91	Repairs of Co. buildings	
Coroner, witnesses and jurors	96 50	Building and Repairing County Bridges	1,733 28
Physicians for poor, commissioners of insanity and board of health	16 00	Lights and fuel	
County Commissioners, 1st District	38 85	Boarding prisoners	60 00
County Commissioners, 2nd District	47 40	Jailor	83 00
County Commissioners, 3d District	28 55	Janitor	3 10
District Attorney	195 00	Transportation of Soldiers	800 00
Clerk of Circuit and County Court	60	Wolf bounty	
Witness fees, circuit and county court		Postage and express	8 49
Justice of the Peace, jurors and witnesses Justice court	10 70	Assessors	
		Miscellaneous	370 54
Carried Forward	$2,515 06	Total	$14,258 52

ASSETS OF COUNTY IN DETAIL.		LIABILITIES OF COUNTY IN DETAIL.	
Total amount of school money loaned, secured by mortgages and bonds	$22,489 00	Total amount of school money received up to date	$34,786 60
Unpaid tax, 1898	7,867 88	Bonds outstanding	none
Unpaid tax, 1897	1,042 67		
Unpaid tax, 1896	1,019 97		
Unpaid tax, 1895	1,320 59		
Unpaid tax, 1894	1,121 05		
Unpaid tax, 1893	951 29		
Unpaid tax, 1892	749 98		
Unpaid Tax, 1891	192 74		

STATE OF SOUTH DAKOTA, }
COUNTY OF LINCOLN. }

Jonas Minot, Auditor, being first duly sworn doth say that the Treasurer's exhibit hereon is a true and correct statement of the financial condition of Lincoln county as appears by his books, and that the Auditor's exhibit is a true and correct statement of all warrants drawn on the treasury during the quarter, and that the statements of assets and liabilities is true and correct,

JONAS MINOT.

Subscribed and sworn to before me this 26th day of Oct., 1899.
L. T. WIRSTAD, Register of Deeds.
By GEO. G. JOHNSON, Deputy.

Miss Hage

announces the arrival of a Complete line of

Fall and Winter Trimmed Hats

which will be sold at prices that will astonish you.

Having had considerable experience in the Millinery business, I know how to buy for the best interest of my cnstomers.

MISS HAGE.