Daily Globe.

BY H. P. HALL.

NO. 17, WABASHAW STREET, ST. PAUL.

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Minneapolis Office, 213 Hennepin avenue, up stairs.

ST. PAUL, WEDNESDAY, MARCH 13, 1878.

THE mule at the head of the City Engineer's department still "sticks."

THE people of St. Paul relying upon one of their impeached Aldermen to preserve the purity of the ballot box, is a spectacle over which imps should dance and angels weep.

BILL CHANDLER has been heard from New Hampshire has rebuked the fraudulent administration by largely reducing the Republican vote, and at this writing (1 A. M.) it is possible that the Democrats have carried the State.

THE election bill, of ex-Ald. Fisher's, applies only to cities of over twelve thousand inhabitants. It was printed 1,200 in THE GLOBE yesterday but that was an error. St. Paul and Minneapolis are the only cities in the State which have a population sufficiently large to be covered by the bill.

BOTH of the Merrill-Appleton ring organs in this city, announce that it is immaterial whether the State supplies the $50,000 or not, to put the text-book iniquity in force. They say Merrill has all the money he wants. If this is the case, why has there been so much whining relative to the importance of giving Merrill money, and the injustice of not giving it to him?

IT is about time for the Merrill-Appleton gang of jobbers and their newspaper organs to stop sniveling. After pleading poverty all winter and attempting to steal $50,000 out of the Treasury, they are now bragging about their wealth. It is probably owing to their putting some of this wealth where it would do the most good, that they succeeded in securing their swindle.

DR. STEWART'S reasons for voting against silver are because he did not want to make ninety cents equal to a dollar. He had better have frankly admitted, as Mr. Windom did, that he knew nothing about the subject. The reason why the silver dollar was below par, was because silver was demonetized, and, practically, there was no silver dollar in existence. A vote for the restoration of the silver dollar was simply a vote to restore what had been stolen. There was no ninety cent silver dollar, and never has been. The ninety cent gabble is ignorant bosh, and Dr. Stewart will have to devise some other dodge if he ever hopes to go to Congress again from the Third Minnesota district.

THE Governor has signed the election bill relative to cities of over 12,000 inhabitants, and it is now a law. While the law has many wise provisions, the clause destroying the sanctity of the ballot is outrageous and ought to have sunk the whole act. The Governor was prevailed upon to sign the bill because it provides a severe penalty if the judges divulge how a man votes. The very fixing of this penalty concedes that the judges of election can, under this law, ascertain how a man votes, for unless that was possible there would be no occasion for the penalty named. The enactment of a law which gives this information to any one, is an outrage upon private rights. Every one knows how sacred any information which the average judge of election has, will be, but it is not the number who may have this knowledge, that is the objection. It is the fact that the law gives even one person the power to obtain such knowledge, which is an outrage. The ballot should be sacred and secret, unless the voter chooses to make his vote public on his own account.

THE REVELATIONS OF MOSES.

Ex-Governor Moses, who has assumed the role of historian of the beauties of radicalism in South Carolina, is getting on finely. We have had occasion to say before that Moses possesses peculiar adaptations and faculties for the work. It is somewhat as if the devil, instead of Milton, should undertake to write the history of hell. Milton assumes to tell how the angels fell, and of man's disobedience. Moses writes the genesis, exodus, leviticus and revelations of the inhabitants of pandemonium—that is, the portion of that beatific region limited to the carpet-bagger's paradise—South Carolina.

Some inklings of these pen-sketches have been given in THE GLOBE. In order to be able to grasp them in all their full ripe richness, one must read the originals. Moses tells how one Major Merrill arrested, imprisoned and plundered innocent citizens and got a bill passed by the Legislature allowing him $200 for every arrest, aggregating the handsome tit-bit of $35,000. Moses himself only received $5,000, while "Major" Merrill, Lewis by prefix, kept the balance. An itemized account of these rascalities would fill all the columns of THE GLOBE to the exclusion of the news gathered from all parts of the earth's surface. We must therefore limit the history of Moses to his latest racy effort. Moses really improves on history, as his facts improve on hell. Having given the first chapters, he reverses the usual order, and writes the revelations or final chapters, by showing in what way the agents of Grant and the Republican party stole the electoral vote of South Carolina for Hayes. He publishes the method, tells with minuteness every step of this national villainy, and with so much candor, that it begins to be a question worthy of consideration whether the value of the State's evidence does not entitle Moses to pardon.

ANOTHER MERRILL.

The text-book war being for the time over, and THE GLOBE having vindicated the great principles of competition and free trade, it gives us exquisite pleasure to record an instance where a man proved himself to be a man, and chose the love of a good woman rather than the ducats of an ancient female who bore to him the relation of an unadopted mother.

George Merrill was the adopted son of a generous old sea captain, of New York, who lived and died in the happy condition of Abraham and Sara, that is to say, before Isaac was born.

Captain Merrill, dying, left a small legacy, and his boy, although not his son, to the tender mercies of the world, and of Mrs. Merrill, who having from poverty grown to affluence, lost her wits and her heart in the ambition to cover ignorance with pretension and to become a woman of ton. George meanwhile fell in love with a poor, good, refined, respectable girl, but she was not up to the nose of Mrs. Merrill. She threatened to disinherit the old sea captain's adopted son, but George was a man; he married the girl of his heart, and said adieu to his mother. She wandered over Europe to show what American vulgarity is, and died leaving her large estate, intended by the sea captain for his adopted boy, to Cardinal McCloskey and other equally ecclesiaiastical purposes, although the old crone had been a Protestant all her life. This is about the substance of the Merrill will case, which is attracting so much attention in New York, divested of its legal points. And we have noticed it to say, that George Merrill is a man among ten thousand, reminding us of another age when the love of the human heart was not a mere poetical sentiment, and manhood was something more than worship of money.

NO MORE GENERALS.

When Grant yielded both the ambition and ghost of Cæsar, his worshippers proposed, in order to give a few more presents and money, and fill his already plethoric purse, to create another generalship and bestow it on him in order that he might manage to receive some little compensation for his great brains.

This scheme suddenly collapsed. The name of a militia title, or of a military cognomen is getting to be of all things the most disgusting. Regular army officers who by merit and position, are entitled to these titles, and to wear the uniform, have been so disgusted with the unnumbered and airy ex-"Cols.," "ex-Captains," present humbugs, that they are really ashamed to wear the uniform of the army in respectable society.

We want no more generals nor military. If Mr. Grant, or any other ambitious ex-officer, in time of peace, should desire to support a royal style at the expense of the tax payers of the country, let Congress vote him a pension to keep him out of the poor house, but no more Generals nor Captains, "as ye love us."

THE MINNESOTA MIDLAND.

There is a New Deal From a New Pack, Which May Turn up Jack and Finish the Game.

THE GLOBE has, from time to time, exclusively intimated that material and important changes were contemplated, or had occurred, in the management and proprietorship of the Minnesota Midland railroad, a narrow gauge track intended to connect Wabashaw with Zumbrota. Hitherto, the road has had to encounter a sea of troubles. In consequence, it has only been completed a distance of twenty miles, from Wabashaw to McCrackensville, and it may be said of the latter terminus that it is "in the woods." Although work has been stopped on the line, it is fully equipped, for the distance already constructed, with rolling stock and locomotives. This hanging, like Mahomed's coffin, between heaven and earth, has been an endless source of severe disappointment to the inhabitants of the region which the road was intended to traverse, especially as some of the towns had contributed liberally in bonds or money toward it, and denunciations, both loud and deep, have been hurled at the unfortunate proprietory.

A GLOBE reporter was sent out on the skirmish yesterday to ascertain what facts he could, regarding the rumored changes, which resulted in the discovery that Gen. L. F. Hubbard, of Red Wing; Wm. Wells, of Zumbrota; and James Lawrence, of Wabashaw, have conjointly purchased from Mr. Crawford, the original proprietor, five-ninths of the road, the remaining four-ninths being retained by the last named gentleman. It will thus be seen that, as stated in yesterday's GLOBE, this line "has fallen into the hands of Minnesota capitalists," affording another instance of the abiding faith of Minnesotians in Minnesota's railroad future.

The present intention of the new owners of the majority of the stock is to push the line, within the current month, a distance of twelve miles further to Melville. The road will then not only thereby add considerable fruitful area to its drainage, but it will altogether assume a more tangible shape than in its present "unbeginning, endless" form, and thus public confidence in its ultimate and rapid completion will be once more restored. This will enable the new owners to appeal, with some show of reason, to those towns which have bonded themselves in aid of the road to extend the time thereon until June 1, 1878,—all that is asked—and will encourage the laggards to extend helping hands to the enterprise. Of the ultimate benefits which the road will afford in the way of cheap transportation, the inhabitants along the proposed and completed portions of the line already feel assured, and it now remains for them to give their assurance practical application.

Gen. Hubbard is now in Chicago, where he is conducting negotiations for iron, &c., with which to complete the twelve miles from Melville to McCrackensville. The result of his errand is not yet known, but there is no doubt of his success, which will be promulgated on his return, about the end of the current week. Melville was to vote upon its aid to the road yesterday, but up to the hour of writing this no intelligence had been received of the result.

Tears for a Murderer.

ST. LOUIS, March 12.—Miller, the associate of Richard Green in the murder of Marshal Hughes, of Jackson county, for which Green was hung at Kansas City ten days ago, was found guilty at Lexington, Missouri, last night. The prisoner is very young, and had aroused a good deal of sympathy. The verdict was rendered at a late hour, but the court room was full of ladies, many of whom wept aloud.

SUPREME COURT.

DECISIONS OF CASES ARGUED AT THE OCTOBER TERM.

The Syllabi and Opinions of the Supreme Court of Minnesota, as Filed With the Clerk Yesterday.

William S. Comb, as receiver of the effects of F. W. Tuchelt & Co., Appellant, vs. Frederick W. Tuchelt and Paul C. Biersach and Abram Parker, Ross H. Holmes and Joseph Colt, partners as Parker, Holmes & Co., Respondents.

SYLLABUS.

To constitute a pledge the pledgee must take possession, and to preserve it must retain possession of the pledged property. If after having taken possession he relinquishes it, the pledge is extinguished. The transfer of possession necessary to a valid pledge does not require a manual delivery of the pledged property by the pledgee, or a manual receipt of it by the pledgee. No formal delivery is required. It is enough if the property being present, it is committed by the pledger to the exclusive control and charge of the pledgee.

The evidence in the case considered and held to have a reasonable tendency to show that certain cigars were delivered into the possession of an agent of certain alleged pledges, and that such agent retained possession of the same until they were taken from him by the plaintiff.

A pledge of unstamped cigars does not fall within the provisions of sections 3387-3406, Revised Statutes of the United States, which require cigars *manufactured and sold* or *removed for* consumption *and use* to be stamped. It seems also that a *sale* of unstamped cigars will not be valid if as a part of the transaction it was contemplated that they should be stamped before removal.

OPINION.

The general rule is well settled that to constitute a pledge the pledgee must take possession, and to preserve it must retain possion of the pledged property. If, after having taken possession, he *relinquishes* it, the pledge is extinguished.

Kimball vs. Hildreth, 8 Allen, 167. The court by which this action was tried below finds that Mann, as agent of the pledgers, took possession of the cigars (the pledged property), and that he always retained such possession until, against his protest, the property was taken from his possession by the plaintiff. The plaintiff contends that as respects the taking and retention of possession, the findings are not sustained by the evidence.

There is evidence in the case tending to establish the following state of facts: Tuchelt & Biersach were partners carrying on the business of manufacturing cigars, and of selling cigars, tobacco, &c., under the name of F. W. Tuchelt & Co. The store occupied by them in their business was divided into two rooms by a glass partition. The front room was used as a salesroom, &c., and the rear room exclusively as a cigar factory, including the keeping therein of unstamped cigars.

Tuchelt & Co., were indebted to Parker, Holmes & Co., a Detroit house, and being unable to pay their indebtedness, when it became due it was agreed between them and one Mendelbauer (as agent of Parker, Holmes & Co.) that Tuchelt & Co. should have an extension of time for the payment of such indebtedness, and that they should pledge their unstamped cigars as security for the same. Conformably to this agreement, Tuchelt & Co. forthwith executed and delivered to Mendelbauer (as agent aforesaid) their promissory notes for the amount of their debt, made a schedule of their unstamped cigars, being all the cigars which they then had in their factory, and which were then separate, and were ever afterwards kept separate from their other stock, and turned the cigars over to Mann (one of their clerks), who, at the request and in the presence of both parties, took possession and control of them, and signed receipt, to which the schedule was attached, both parties agreeing that he should hold the cigars for the purposes and upon the terms and conditions named therein. Thereupon the agreed extension was given. The receipt was as follows, viz.:

ST. PAUL, Minn., Dec. 16th, 1875.

Received of D. W. Tuchelt & Co. 42,000 cigars, valued at $1,654.90, to be held as collateral security for an account of Parker Holmes & Co., Detroit, in payment of seven notes, $257.40, each, dated Nov. 29, 1875, at St. Paul, Minn., payable at intervals of 15 days each from above date, the last being payable 120 days from November 26th, 1875. After the note due Jan. 1, 1876, is paid I am at liberty to relinquish cigars to F. W. Tuchelt & Co. as fast as they pay me cash to apply on notes due Parker Holmes & Co. The price to be paid is as per schedule prices attached to this receipt."

(Signed,) CHAS. D. MANN.

At the foot of the schedule are these words: "The above cigars are in my possession," followed by Mann's signature, placed there by him, in the presence of both parties at the same time when he signed the receipt. This is certainly evidence tending to show, and in our opinion condusively showing that the cigars mentioned in the schedule were delivered into the possession of Mann for, and as agent of Parker, Holmes & Co., the pledgees. The transfer of possession necessary to "a valid pledge does not require a manual delivery of the pledged property by the pledgor, or a manuel receipt of it by the pledgee. No formal delivery is required. It is enough if the property being present, it is committed by the pledgor to the exclusive control and charge of the pledgee.

The next inquiry is, is there any evidence reasonably tending to show that Mann retained possession of the cigars for, and as the agent of Parker, Holmes & Co., until they were taken from him by the plaintiff. As to the subject of this inquiry, the case discloses evidence as follows: That the cigars remained in the rear room of the store occupied by Tuchelt & Co., that they received them with the consent of Tuchelt & Co., that being unstamped they could not, under the federal revenue law, be lawfully removed. That at the time when Mann took possession of them they were separate from the other stock of Tuchelt & Co., and were always kept separate from it; that after December 16, 1875, when the cigars were put into Mann's possession, Tuchelt & Co. never interfered with or took or sold any of the cigars save as Mann delivered them to them after they had paid them their note due January 1, 1876, and had paid Parker, Holmes & Co. more than enough on the other notes to equal in amount the value of cigars delivered at the rates and on the terms named in the receipt and schedules; that after taking possession of the cigars Mann went into the factory and counted them; that when Tuchelt & Co. received orders for cigars and had the money with which to pay for them, Mann was in the habit of stamping cigars sufficient to fill orders and charging them to Tuchelt & Co., drawing the money for them and delivering them to Tuchelt & Co.; that they never took any without first speaking to him about it; that he twice refused to let them have cigars when they had not the money with which to pay for them; that several thousand were sold by Tuchelt & Co. in the manner mentioned, and the entire price (as per the schedule) applied on the notes; that no cigars were manufactured by Tuchelt & Co. in the factory after Mann took possession; that at the time when plaintiff was appointed receiver of the property of Tuchelt & Co., and before he had taken possession under his receivership, Mann made a careful inventory of the cigars remaining unsold; that at the time when the plaintiff took possession of the unsold cigars, Mann notified him that he held them as collateral security for the debt due Parker, Holmes & Co., and forbade him to sell them, showing him a copy of the schedule and receipt; that after the plaintiff had taken possession of them he renewed his notice and requested him not to sell the cigars, and subsequently took proceedings in the District Court to protect Parker, Holmes & Co. and himself in the premises. In addition, Mann swears that he "had posession and control" of the cigars after December 16th, 1875, the date when his possession commenced, that the cigars then remaining not sold being the same taken by plaintiff were in his (Mann's) "possession and control" in the factory at the time when he made the inventory spoken of. Biersach also swears that after the receipt and other papers were executed, Mann, "had charge and control of the cigars."

It appears to us that the evidence taken together makes out a strong case in support of the claim that Mann retained possession of the cigars until they were taken from him by the plaintiff. That the cigars were delivered into his possession is as we have before seen sufficiently established. That possession would in the absence of proof to the contrary be presumed to continue. The evidence to which we have referred certainly tends very strongly to show that it never was abandoned or relinquished. It is true there was evidence showing that between three and four weeks after he took possession of the cigars Mann left Tuchelt & Co.'s employ, and went to Milwaukee where his parents resided and where he remained for about five weeks, but it does not appear that it was not his intention to return, or that he intended to give up possession of the cigars. On the contrary, it appears that he returned to St. Paul to look after them, and that after such return he took an inventory of them, notified the plaintiff that he held them in pledge, forbade him to sell them and took legal proceedings to protect Parker, Holmes & Co. and himself as respected them.

We are therefore, upon an examination of the settled case, well satisfied that there was evidence reasonably tending to show that Mann both received and retained possession of the cigars under the contract of pledge, and that the court was therefore justified in so finding.

The plaintiff makes the point, that, the cigars being unstamped, no such control of them could be given by Tuchelt & Co. to another, as would satisfy the conditions necessary to constitute a pledge, and he refers to section 3,387, 3,406, Revised Statutes of the United States. As we read the sections cited, they require cigars *manufactured and sold, or removed for consumption and use, to be* stamped. The transaction between Tuchelt & Co. and Parker, Holmes & Co., fell within neither of these categories. Even if there had been a sale, we presume that it would not have been invalid, if, as in this case, it was contemplated as a part of the transaction, that the cigars should be stamped before removal. Strauss vs. Menzenheimer, 78 Ill., 493. In the view which we take of the sufficiency of the evidence to establish a valid and complete contract of pledge, we deem it unnecessary to consider the further positions taken by the counsel for the plaintiff. The order denying a new trial is affirmed.

BERRY, J.

John J. Lalor, Respondent, vs. Jeremiah C. McCarthy, Andrew J. Preston, administrator of the estate of John C. Raynet, deceased, Emma C. Raynet, John M. Raynet, Andrew J. Preston, John Wann, Patrick Nash, and the Minnesota Savings Association, Appellant.

SYLLABUS.

If, in consequence of the improper manner in which a sale is conducted upon the foreclosure of a mortgage by advertisement, the price at which the property is bid in is grossly inadequate and grossly below what it ought to bring, the sale is grossly unfair. And if the mortgagor, or those interested in attacking such a sale, have not assented to it or by laches disentitled themselves to relief, a court of equity is justified in setting aside the sale at least in a case which the property has been bid in by the holders of the mortgage and is held by them or by persons who have no greater rights or equities. The mortgage foreclosed covered lands described as three parcels. The sale of the first and second parcels was grossly unfair and the price received for them grossly inadequate, because they were improperly sold separately and not as one parcel. The sale of the third parcel was not *in itself* irregular or unfair. *Held*, however that upon the facts of the case as detailed in the opinion the entire sale was properly set aside.

United States Circuit Court.

[Before Judge Nelson.]

American Bible Society vs. Holman's executors et al., and Von Norman vs. the same. Judgment filed in favor of the plaintiff.

District Court.

[Before Judge Simons.]

A. J. Trask vs. Z. W. Trask. Plaintiff entitled to a decree of divorce.

R. W. Johnson vs. Wm. Fry. On trial.

TO BE CALLED TO-DAY.

The appeals of the executrix in the estate of Russell Post, deceased, from the probate court of Ramsey county. Attorneys: James B. Beales, for Mrs. Louisa Post, executrix; Davis, O'Brien & Wilson, for Mrs. Burnell.

Probate Court.

[Before Judge O'Gorman.]

Estate of Robert Hale Ives. Bond of Daniel R. Noyes, Jr., administrator, with the will annexed, filed and approved, and letters of administration issued.

Estate of Patrick Kehoe. Account of the executors filed.

Estate of W. W. Singleton. Account of administrator examined and allowed.

Municipal Court.

[Before Judge Flint.]

Henry Bowchier vs. Patrick Kelly; action for goods sold and delivered. Judgment for plaintiff for $58.15.

Jeremiah McCarthy vs. Nicholas B. Caeland, Joseph Villaumey. Set for trial today at 2 p. m.

William L. Mintzer vs. Joshua Fisher; action to recover possession of certain premises. Set for trial March 16, 1878, at 10 a. m.

Daniel Church vs. W. A. Faddis; action on account. Continued one week.

Frank S. Schmidt vs. Wm. Simmons; action to recover possession of certain premises. Set for trial March 13, 1878, at 10 a. m.

L. M. A. Roy vs. E. St. Julien Cox; action for services. Settled and dismissed.

James M. Cooley vs. Thomas and Catherine Broderick. Case continued to general term.

McLaughlin & Butler vs. Daniel Herzog. Case continued by stipulation to April 16, 1878.

CRIMINAL.

Benjamin Nesbitt was charged with assault and battery on John Moore. After a partial hearing the case was continued until this morning for further evidence.

The complaint against Philip McGuire for assult and battery, was withdrawn, the action dismissed, and the defendant was discharged.

An Interesting Letter From Bayfield.

THE GLOBE is permitted to publish the subjoined extracts from a private correspondence, dated Bayfield, Wis., March 8, 1878, received in this city, which contain much general and personal news of interest to parties in St. Paul, and elsewhere:

"I have been very busy trying to capture some ice, so as to fill our ice-houses, but have not succeeded up to this date. In our bay there is not a particle of ice to be seen. It looks like, and feels like, the month of May. The thermometer stood at 65 degrees to-day, and at 60 yesterday, and it has been above freezing point for the last twenty days. I do not think we shall be able to fill our ice-houses this winter.

"I have just learned to-day that Mr. Vaughn is to finish his big hotel, and it is to be opened for the summer travel, which will be a great help to this town. Mr. Smith has been improving and painting his hotel, which looks very neat, and he intends to keep a good house.

"There are ten first-class steamers to run from Buffalo to Duluth, touching at Bayfield both up and down, and not at Ashland, as large iron boats cannot get up to the Ashland docks. There are to be two boats to connect with the large steamers, running from Duluth to Bayfild, Ashland, Houghton and Prince Arthur's Landing on the north shore.

"I understand that some parties are to put up a mill at Ashland.

"Mr. Whittlesey does not improve any, and, I think, is getting weaker. He has not left his bed for several weeks. Mrs. Whittlesey was called away yesterday by telegram to Bay City, Mich., her daughter, Delia, being very ill. She left here last night at 10 o'clock by wagon to McClelland, and, the ice being too poor to risk horses on, she crossed the bay on foot to Ashland, a distance of six miles, and was in time to take the train this morning at 4:30 o'clock. How is that for a woman nearly fifty years old?"

No Sale for Drugs.

NEW YORK, March 12.—The first trade sale of drugs was not encouraging. Out of 128 lots there were only sold one bale of bucoooa orange peel at 12 cents and one barrel of bleached shellack at 25 cents. The prices bid scarcely reaching one-eighth of the wholesale value, the auctioneer withdrew the offerings. On many articles there were no bids.

POCKET VETOES.

THE BILLS WHICH FAILED TO BECOME LAWS.

Twenty Measures Which Might Have Been But Are Not for the Lack of Pillsbury's Sign Manual—Reform School, State Prison and University Suffer—Winona Ferry Bills All Gone.

All the bills passed by the Legislature have become laws save twenty which the Governor declined to sign. The following is the list, with the reasons for a pocket veto attached, so far as any reasons were given:

H. F. 344. "Granting swamp lands to the St. Cloud & Blue Earth Valley Railway company."

This act grants what the State does not possess, prior grants having long ago disposed of all swamp lands in possession or prospective. Last year's vetoes of swamp land grants explained fully that the act of 1865, which granted to the soldiers' orphans *all* the unappropriated swamp lands, left no property of this kind to dispose of.

S. F. 189. "To repeal chapter 189 of the *general laws* of 1872, relating to the compensation of judges of the district and common pleas court of Ramsey county."

There is *no* chapter 189 *general laws* of 1872 to repeal. If there were it would be unconstitutional.

H. F. 436. "To vacate the town or village plat of the village of Witoka, in the county of Winona.

Approval withheld for reasons fully given in veto of similar bills last session. The powers of vacation being fully provided for by the courts, without imperiling the interests of private parties.

H. F. 441. "Granting to S. D. Van Gordon the *exclusive* right to maintain a ferry across the Mississippi river, at Winona, for ten years from March 6, 1878."

S. F. 290. "Granting to the city of Winona the *exclusive* right to maintain a ferry across the Mississippi river, at Winona, for ten years from March 6, 1878."

These acts conflict with each other.

H. F. 167. "To provide for a bounty for the destruction of wolves in the counties of Waseca, Steele, Mower, Freeborn, Faribault, Le Sueur, Rice and Scott."

H. F. 350. "To authorize certain counties to pay additional bounties for killing wolves."

These two acts are covered by chapter 29, general laws of 1872, and are therefore useless legislation.

S. F. 374. "To legalize the action of certain judges of election in the election district comprising the county of Pipe Stone, State of Minnesota."

The title does not indicate the subject matter of the act.

S. F. 253. "To authorize the draining of certain swamp lands in the counties of Steele and Waseca, and the lowering of Goose and Rice lakes in the county of Waseca."

This act is in conflict with the provisions of an act passed at this session—approved March, 8, 1878, relative to the draining of swamp lands, etc.

S. F. 371. "To allow certain citizens of the towns of Buffalo and Rushford, Wright county, to drain Lake Mary, in said township."

This act does not require that the consent of the owners of land bordering on the lake, should be obtained, and provides for no process through the courts, or appeal to them—leaving the interests of private parties unprotected.

S. F. 106. "To amend section 5, chapter 75, general statutes of the State of Minnesota, as amended by the general laws of 1876, (relating to judgments recovered in action.)

Also, H. F. 451. "An act relating to procedure in civil actions in the district court."

Approval withhold from these acts on account of errors in the engrossed and enrolled bills which destroy the meaning.

S. F. 150. "An act to revive, continue and amend an act, entitled an act to facilitate the construction of a railroad from the village of Brownsville, in the county of Houston, by way of Caledonia, to the Iowa State line.

This act is in conflict with section 2, article 10 of the constitution, which is as follows: "No corporation shall be formed under special acts, except for municipal purposes."

H. F. 315. "To amend section 1, chapter 52. General laws 1870, as amended by chapter 98, General laws 1871, relating to county records."

This needlessly increases some fees and permits others to be increased without limitation.

H. T. 439. "To amend chapter 38, general statutes as amended by chapter 56, general laws 1877."

This p rovides for a monthly sale by county auditors of such State lands as are left unsold at pulic sale, and approval is withheld because its provisions are not properly guarded.

H. F. 170. "In relation to settlers upon the internal improvement lands belonging to the State of Minnesota."

This act contravenes the constitutional provision relating to selling these lands.

Appropriations.

No reasons were given for the refusal to approve the following bills, but it is known that the main objection arose from the fact that the State Treasury has no funds with which to meet the appropriations:

Appropriating money for the further improvement of the State prison.

The Governor withholds his approval from the following items in this act:

"For female department and deputy warden's residence, oven, shoe and tailor's shop, $10,000."

"For sewerage and grading, $850."

"For extension of water works and piping the same, $750."

"For 1,000 feet linen hose, couplings and nozzles, $500."

"For two dozen fire extinguishers, $600."

"For Megguin & Poore, automatic fire alarm, $500."

And *approves* the other three items in the act:

"For bake house, $2,000."

"For sixty extra cells, $23,000."

"For repairs of warden's house and kitchen, $550."

H. F. 177. "To appropriate $10,000 to build wood shops at the Minnesota State reform school," and

S. F. 240. "To appropriate $20,000 for enlarging the grounds of the State University."

H. F. 218. "To amend chapter 94, general laws, 1875, relating to the relief of settlers on State salt spring lands."

A Colored Woman Hung to a Black-Jack.

NEW YORK, March 12.—A supplementary telegram from Harrisburg, Va., where Charlotte Harris, colored, was hanged the other night, on a black-jack tree by five masked men, says it took five men to bend the sapling down, which being accomplished, a rope suspended from the tree was fastened to the woman's neck and the tree then allowed to go up again. The woman was tossed in the air and landed on the opposite side of the tree, which was propped up with a fence rail, and there left hanging. This occurred Wednesday night. The body was not cut down until the following Friday afternoon.

Cuban Braves at Key West.

NEW ORLEANS, March 12.—The *Picayune* says: By private advices from Key West we learn that a mass meeting of Cuban refugees was held yesterday in that city, and a solemn protest entered against all negotiations with Spain not based on the independence of the island of Cuba. Two hundred men fully armed and equipped, were to have left Key West for the ill-fated isle.

THE TRADE DOLLAR.

The Protest from San Francisco Against Their Being Abolished—Their Popularity in China and Business Created by Their Coinage.

SAN FRANCISCO, March 12.—Your correspondent to-day interviewed a number of prominent bankers and business men on the contemplated action of the House committee on coinage, weights and measures, to abolish the trade dollar. But one opinion was expressed, that it was a direct blow at the interests of the country, and especially of the Pacific coast. It was strongly urged that the trade dollar, after considerable trouble attendant upon its introduction, has now obtained a firm footing in China, and has created a demand which cannot be filled by fine silver.

The exports now average over six million annually. At Hong Kong, Canton, Swatow, Amoy and Foo Chow, they are received as a legal tender, and would have been so received now at Shanghai and Tangtse ports but for the opposition of foreign bankers, notwithstanding which they will probably obtain a similar status there within a year, which will at once double the demand.

They are preferred by the Chinese to the Mexican dollar, and the suspension of their coinage would be to throw away business and our prestige as a silver producing country. The opinion was expressed that the proposition to abolish the trade dollars, taken in connection with the views expressed by Secretary Sherman when before the coinage committee yesterday on the subject of the issue of silver coin certificates, indicated an intention to bear the silver market for the purpose of receiving the profits on silver coinage.

The *Bulletin*, in its financial column this evening, publishes the results of the dollar coinage, and arriving at the same conclusion as above indicated. Considerable surprise is expressed by the gentlemen interviewed, that of the Pacific coast delegation only two, Messrs. Davis and Wren, as yet have shown a disposition to take a stand against the proposed action of the committee.

THE VANDERBILT WILL.

Some Lively Testimony Developed in the Pending Contest.

[New York Sun Report, March.]

Mr. William W. Bennett, who lives in Jersey City, and does business at 33 West Twenty-fourth street, said that he was an electric physician. He testified:

I was called to attend Commodore Vanderbilt as his physician in May, 1876, on his eighty-second birthday. Mr. De Forrest, his nephew, requested me to attend him. Drs. Linsly and Elliott were there when I went into his room; also Mrs. Vanderbilt, Mrs. Crawford, and the nurse. The Commodore was howling like a wild beast with pain, so that he could be heard all over the house, calling on God to relieve his suffering, wondering why God was persecuting him so. I magnetized him for about an hour, and left him sleeping placidly. I saw him again the next day, and he was better. I again magnetized him for an hour, and left him quiet. After that I had to sit up with him of nights, treating him. He talked to me a great deal, and it was noticeable that he repeated himself. He said he didn't believe the doctors knew anything, that they were a set of damned fools, and that nothing did him good except magnetism. I saw W. H. Vanderbilt there every day, often in his father's room. The Commodore's other children came and sent up their names, but it seemed to irritate him a great deal, and I never saw one of them in his room. I told them I must have more help to magnetize him. I took him a letter from Miss Tennie C. Claflin, offering to treat him. He told me to keep the letter, and said he would see about it. The next day Mr. De Forrest came to me with a message that my services were no longer required. I objected, to him and to Mrs. Vanderbilt in his presence, to the arrangement of his bed. He lay upon a sheet laid on a rubber blanket, and as the sheet worked up, his naked limbs would be directly against the rubber. I said he should have woolen blankets, for the sake of their warmth. Mrs. Vanderbilt objected that the bed was frequently soiled, and it was so expensive to use blankets. The Commodore exclaimed: "Damn the expense; buy a bale." But the blankets were not procured, and the arrangement of his bed was not changed. The Commodore often asked for a kind of cake which he called "cookies," but only got them once or twice in the three weeks I was there. One day Mrs. Vanderbilt brought him a bowl of soup, and, after taking a mouthful, he dashed the bowl across the room against the wall, exclaimg: "Who in the hell salted that soup?" Mrs. Vanderbilt said she didn't know. I ordered broken ice to be kept in a bowl by his bedside for his use, and sometimes it was allowed to melt, and there was neglect about refilling it. On such occasions he would demand, "Why in hell they couldn't keep ice in that bowl for him when he wanted it." One day he was left alone in his room for some time and wanting something, called for his nurses, Mrs. Vanderbilt and Mrs. Crawford, one after another. Finally Mrs. Crawford came. He called her to him, gripped her hand, and squeezed it so that she cried, saying to her at the same time, "Can't I keep some of you (offensive words) here?" The commodore told me one time that he had a vision, before I was called upon to attend him. He said he saw a roadway shaped like a horseshoe apparently stretching around his bed, and that on one end of the roadway he saw a large number of his friends and acquaintances moving along, and as they traveled along together he would see one after another drop off, and as they went on, more and more dropped off, and he himself seemed to be on the road, and once or twice went to the edge, but did not drop off, and now he said he was standing on the edge, and did not know whether he would go off or go on his journey. He also told me that he was a clairvoyant, and said in relation to his then present sickness as compared with former sicknesses he had had during his life, that he could not see the end of it then, although with all his former sicknesses he could see the end whether he was going to get well of them.

Mr. Lord made a number of offers, which were objected to, and were excluded by the court, one among which was to prove by this witness that he once overheard Mrs. Vanderbilt say—speaking of the probable duration of the Commodore's illness—"the old man must die; I can't stand this hell any longer." Mr. Clinton objected, but in so doing expressed his regret that, being consistent in his objections, forbade his joining issue on that avowed offer.

The witness continued:

The commodore said to me that he had suffered for years with the diseases which afflicted him when I was called in. [An offer by Mr. Lord to introduce some evidence bringing Tennie C. Claflin, and a certain picture called "Aurora" into the case, was objected to and excluded.] During the third week of my attendance there, after the commodore got improved sufficiently to sit up and read a newspaper, and attend to his business generally, I, having seen the various members of his family call, said to him, "Commodore, you are now well enough to receive all your children; will you not do so?" He got into a furious rage, and burst out, "No, damn them. They are all bastards but Bill."

The El Paso Suit Dismissed With Costs to Complainants.

ROCHESTER, N. Y., March 12.—Judge Drumsey to-day decided the famous El Paso railway suit brought by Thomas C. Bates to recover over half a million dollars of John A. C. Gray, receiver of the Memphis, El Paso & Pacific Railroad company, dismissing the complaint with costs.

GLOBELETS.

Bayard Taylor as Minister to Berlin receives a salary of $17,500.

Canada objects to Indian immigration from the United States.

Queen Victoria has a grand-daughter married. She will soon be a great great grandmother.

The servants of the Palmer house, Chicago, wear gray uniforms, garnished with light brass buttons.

It is said that any time the past winter a steamer could have gone through the straits of Mackinac.

Importation of coffee from Mexico is increasing at New Orleans, where the Cordova coffee of Mexico is preferred by consumers.

The tow-boat Liberty and barges is en route to New Orleans, on the lower river, with 6,615 sacks of corn and 62,500 bushels of corn in bulk.

The steamship Scindia cleared from New Orleans for Liverpool on the 6th inst., with 16,525 bushels of corn and 19,772 bushels of rye, in bulk.

The amount of United States customs collected at Galena, Ill., for the year ending June 30, 1877, was $7.99, and at Frenchman's Bay, Maine, $6,78.

Manchester, Iowa, is all torn up over a high scandal, involving half a dozen of the most prominent citizens, church members, and members of the temperance society. Adultery and illegitimate children are the staples of the scandal.

A full font of Japanese type comprises 50,000 characters, of which about 3,000 are in constant use. Nevertheless the *Japan Daily News*, of Tokio, on a capital stock of $50,000 paid a profit of 30 per cent. in 1876, and 37 per cent. in 1877.

Gen. Sheridan has revoked all the licenses granted to persons in the Indian Territory for the sale of liquors on the prescription of reputable physicians, it having heen discovered that the licenses have been made the cover for the promiscuous sale of liquor.

One of the witnesses in the Vanderbilt will case testifies that on one occasion during the commodore's last illness, when the old fellow was unusually profane, nasty and ill-tempered, Mrs. Vanderbilt said, "The old man must die; I can't stand this hell any longer."

The *Inter-Ocean* continues to advocate the bell punch saloon tax for the relief of the city treasury of Chicago. It would be just in one respect in making the tax-eaters, who are among the heavy patrons of saloons, contribute liberally to their own support. But it would not be equal taxation.

Mrs. Bain, of Chicago, in prepairing some dye-stuff poured a solution of indigo into a bottle containing vitroil, and an explosive gas was generated which burst the bottle and scattered the mixture over Mrs. Bain, and her two children, burning them dreadfully, and disfiguring the little ones for life.

The commissioners of charities and corrections of New York are trying the effect of music upon the insane and find it to be beneficial. They will probably recommend that young women shall take their piano practice and young men their horn blowing and fiddle scraping in or close about insane asylums.

The returns of temperance reformers in Missouri have been added up by some curious citizen, and disclose that over two million Missourians have signed the pledge. The wonder of that citizen now is, why so many people have been omitted from the census returns, and who it is that's doing all the drinking.

Col. Moulton, of Cincinnati, brother-in-law of Secretary Sherman, being interviewed a few days ago on the silver question said of the popular demand for free coinage of silver: "It is an intelligent demand. The people know exactly what they want and will require Congress to put silver just where it stood before 1873."

For the last five years our commerce with Cuba has averaged over $89,000,000 a year, which is considerably more than our commerce with the German empire, and seven times the value of our trade with the whole of the Russian empire. It also appears that 86 per cent. of our Cuban trade is carried on in American vessels.

At Shawneetown, Ill., John Akin is being tried for a murder committed fourteen years ago and which he at the time confessed but afterward escaped, being recaptured last summer, tried, convicted and sentenced to be hung. The new trial is given because the jury verdict on the first trial was decided by drawing lots. The case has drawn a great number of interested parties to the town, besides over one hundred witnesses.

MINNESOTA NEWS.

A lodge of the Ancient Order of United Workmen has been instituted in Benson, Swift county.

It is estimated that the cut of logs on the St. Croix and its tributaries will not exceed 100,000,000 feet.

Albert Wieland, of Duluth, hitherto reported as having been drowned, has turned up safe and sound.

On the 14th, the steam tug Fred & Wil left Duluth for Sucker river with twenty boxes of nets, intending to pursue the fishing business.

The Northern Pacific railroad commenced on the 13th the erection of a bonded warehouse at Duluth, which is to be 250 feet long and 80 feet wide.

Van Horne said to us when we left St. Paul the other day. "Tell your folks they will hear the engine toot on the bluff at Jackson in September."—*Jackson Republic, 9th.*

Ed. P. Wise, while out shooting near Winona, on the 10th, fired at an indistinct patch of grey fur in a dense thicket, when out sprung an enormous wild cat, which fell dead at his feet.

Suit has been brought by Attorney General Wilson, assisted by C. D. Kerr, of St. Paul, and D. B. Searle, of St. Cloud, in the name of the State of Minnesota, against D. O. Goulet, Esq., of Little Falls, to test the title to the lands bid in by him last fall at the auditor's sale for Crow Wing and Cass counties. The complaint fixes the value of the lands at over $200,000.—*Brainerd Tribune.*

Foreign Markets.

ANTWERP, March 12.

PETROLEUM—27s 3d.

LONDON, March 12.

TALLOW—28s.

LIVERPOOL, March 12.

COTTON—In moderate inquiry at 6⅜s; sales 7,000 bales; speculation and export 1,000; American 5,300. Yarns and fabrics at Manchester, easy.

GRAIN—Wheat, receipts in three days 35,000 bus; American 31,000; California white wheat, average, 11s 8d; do club 11s 6d@12s 3d; red spring No. 2 to 1, 9s 6d@10s 6d; winter do 10s 10d@11s 4d. Corn, old western 25s 9d@26s 3d; new do 27s 6d@28s. Oats, American, 3s. Barley, American, 3s 9d.

FLOUR—Western canal 24@26s.

PEAS—Canadian 36s 6d.

CLOVER SEED—American, 42s.

PROVISIONS—Mess pork, 51s. Beef, prime mess 82s. Lard, American 37s 6d. Cheese, 68s. Bacon, long clear 26s 6d; short clear 27s 6d.

TALLOW—Fine American 40s 6d.

PETROLEUM—Spirits 7s 3d; refined 10s 9d.

LINSEED OIL—26s 6d.

ROSIN—Common 5s 3d.

TURPENTINE—26s.

New York Dry Goods.

NEW YORK, March 12.

Business was very light on account of stormy weather. Cotton goods quiet but fairly steady. Corded piques in demand. Prints remain quiet and some shirting styles of jobbing low. Dress goods in moderate request. Men's wear woolens moving slowly. Foreign goods inactive.