

IT WAS MURDER.

A CORONER'S JURY SUSTAINS THE "GLOBE" THEORY.

The Fate of John D. Smith—His Departure from St. Paul in a Sober Condition—His Trouble with a Man Named Hayes, and Hayes' Threats—Finding the Body—Certainly that it was not an Accident.

The readers of the Globe will remember that on the 25th of March, John D. Smith, of Inver Grove, Dakota county, was found dead on the river road about a mile outside the city limits of two miles and a half from Bridge square. A Globe reporter at the time made a thorough investigation of the circumstances and gave them to the public under the heading, "Was it a Murder?" It will be remembered that the facts published in the Globe of the 26th, indicated that deceased came to his end by foul means. The coroner at the time, however, did not deem it necessary to hold an inquest, and the deceased was accordingly buried. The facts elicited and published by the Globe caused much comment, and many persons were dissatisfied, especially the widow and Dr. Barton. Since the time of the death the Globe evidence has been the theme of the neighborhood, and rumor has been busy, and the name of at least one man has been connected with the fatal event. These rumors culminated in the coroner of Dakota county determining upon an inquest, and summons were issued for witnesses and a jury for 9 o'clock yesterday morning, to meet at Mr. Frank Crawshaw's, whose house was on the line between Inver Grove and West St. Paul townships, seven miles from the city. At 9 o'clock a Globe reporter was on the spot, but it was some few minutes after ten before the coroner, accompanied by the deputy sheriff and county attorney, made his appearance. The following jury was sworn: A. J. Gillett, L. C. McLaughlin, John Bill, H. C. Burton, T. Heinbach, and J. A. Whittenton. County attorney and the jury, deputy sheriff, county attorney, and Dr. Barton, of Inver Grove, then proceeded to the burial ground, which lies about forty rods back of F. Crawshaw's residence. The body was examined, and found to be in a good state of preservation. An external examination showed a jagged cut in the center of the right ear, extending its whole length. The skin at the back of, under and below the ear, and for three inches down the neck was puffed and discolored. Dr. Barton opened the skull and took out the brain. There was no fracture of the skull, but considerable blood between the lobes of the brain and at the base. The membrane being removed, the right lobe of the brain was found discolored, especially the right small brain. An incision being made in the right lobe, the smaller blood-vessels were found to be somewhat gorged. After the post mortem examination the jury returned to the house of Mr. Crawshaw, and the inquest commenced. The first witness called was

WALLACE SMITH. Am a nephew of deceased; lived in his house; was with him on the morning of the 25th; saw the body lying on the back, full out straight; his arms by his side; he was dead; we picked him up and put him in the wagon and took him to the mortuary. He was drawn out of the wagon and laid on the back; there was a team had passed, turning out of the road; that team had turned off on another road near Mr. Wallis' house; there were a great many foot tracks round the body; my uncle, however, was not with us; it appeared to me that he had been murdered there.

PETER ANDERSON. Corroborated last witness, and added that he saw a light in one of the shutters when he went to the body; called at the shanty and asked the man to help us; Mr. Smith is dead. "Dead!" he said, "I saw him yesterday noon go by with a load of wood; he was not with me; I heard him say he was not with me; I heard him and his wife to 12 o'clock; but heard no noise nor a team go past; he helped us put the body in the wagon."

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LYING ABOUT LUMBER.

THE LAST RESERVATION OF THE P. P. EXPLODED.

Interviews With St. Paul Lumber Dealers—They Deny Being in a Pool, and Excuse the Standarder.

In the Pioneer Press of yesterday was published an article, entitled "The Lumber Pool," which contained such startling statements, many of them so manifestly false, either directly or indirectly, that a Globe reporter was deputed to ascertain personally from the city lumber dealers their views and facts in the premises. Especially was this necessary, as the paper in question broadly asserted that "one effect of this ruinous increase of prices (the result of collusion on the part of the alleged pool or ring) is largely to suspend building operations in St. Paul." In other words, the pool was, according to that paper, most insidiously, yet effectually, striking at the very heart of the city's increase and prosperity.

Furnished with a copy of the veracious article under review, the Globe reporter sought out MR. JOHN WHALEY, the agent in this city of the St. Croix Mills, of Stillwater, belonging to Isaac Staples, Esq., of the latter city. Mr. Whaley was especially sought, because he was one of the parties named in the unreliable sheet, and because he represented one of the most extensive dealers in the city. Mr. Whaley most distinctly and positively affirmed that, if there was a lumber combination or ring, Mr. Staples had not the remotest connection therewith, for the simple reason that he cut his own wood, and represented no other dealer; that he manufactured them himself in lumber in mills owned and operated by himself; that he dealt in no other lumber than that of his own manufacture, that he represented no other dealer, and that he was not, and never had been, a member of any ring composed of dealers. Mr. Staples sold lumber in St. Paul, at Stillwater prices, merely doing the exact cost of transportation thither.

Mr. Whaley produced a file of "bills" for lumber furnished and delivered at various structures in the city under course of erection in the city. From these bills, the reporter compiled the following table, which is thought to be a fair representation of the transactions in lumber sold to and purchased by building contractors.

Table with 3 columns: Item, St. Paul price, Price. Includes items like Long dimension, Common boards, First flooring, etc.

A comparison of the foregoing quotations with those published in the Pioneer Press will disclose the fact that the prices here set out are above given, averages over \$1 less than those furnished by the Third Street reporter.

Mr. Whaley further added that, in speaking to the reporter of the sheet in question of the present relations of supply and demand of lumber, he had never boldly stated that "the limited supply of lumber on hand can be sold at ruling prices," but he had said of late only that prices would be maintained, and that they would be maintained, and that they would be maintained, and that they would be maintained.

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Mississippi retail prices for lumber, Mr. Prince said they were generally higher than in the past, but he gave the published list of dealers here and manufacturers there, but which are too lengthy for reproduction here, and even the published St. Paul prices were out under by dealers here according to his own opinion. So far, in fact, from a ring being formed, it was scarcely possible for a dealer to ascertain his neighbor's prices, and they were all in point of fact just as independent as the air.

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City Globes. The district court convenes this morning. The grass in Rice park was being mown yesterday in Rice park. A pleasant meeting was held last evening in the rooms of the Temperance Reform club. The county committee on roads and bridges was to have met yesterday, but failed to put in an appearance.

A steer, weighing 2,600 pounds, was yesterday exposed for sale in Hankey's stock-yard on lower Third street. Among the many inquiries yesterday at the State land office, were parties from Wisconsin, and one from far distant Massachusetts. Edward Dougherty, the alleged Merchant hotel thief, was committed yesterday to await the continuance of his case until Monday.

Four petitions in bankruptcy were filed yesterday in the United States district court, two of which were voluntary, and two, from Minneapolis, were involuntary. The loss by fire at the base ball grounds on Wednesday night was not near \$400, as reported by the morning contemporary. All the stands, other buildings and fittings of the park were sold, only the other day, for \$160.

The board of control held its usual weekly session yesterday, and considered thirty-five applications for relief. Of these ten were cut off the list, and twenty-five were relieved, ten receiving the full order and fifteen one half. When the Wabashaw street fire broke out on Wednesday night, Nick Potgieter, Jr., the infantile drummer of the Great Western band, tucked his music books under his arm, jumped into his drum, and rolled himself up to the Capitol as a place of refuge. He was quietly and handsomely as the oldest fire horse in the city.

The children of St. Mary's Catholic school, to the number of about 100, went up yesterday in three four-horse vehicles, furnished from Webb's livery, to the southwest corner of Rice and Bianna streets, where they were visiting the Minnehaha falls at the close of a vastly enjoyed and sensible holiday. The city treasurer, yesterday, solicited auctioneers to sell real estate, for delinquent improvement assessments. In all 313 lots were sold, realizing \$7,300 in cash, and a few pieces, failing to secure bids equal to the assessments.

The special cars for the celebration of the centennial of the city, which will pass down ward in the evening. It was reported in the city yesterday that box 17, Sixth ward, was turned in on Wednesday night for the base ball ground fire, and that it would not work. The statement was utterly untrue. The special cars will pass down ward in the evening. It was reported in the city yesterday that box 17, Sixth ward, was turned in on Wednesday night for the base ball ground fire, and that it would not work.

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NOTICE. JUDGES OF ELECTION WILL Meet to Correct Registers, &c. FIRST WARD. First District—Saturday, 27th inst., from 11 A. M. to 1 P. M., and from 5 P. M. to 7 P. M. Tuesday, 30th inst., from 8 A. M. to 9 A. M.

SECOND WARD. First District—Saturday, 27th inst., from 11 A. M. to 1 P. M., and from 5 P. M. to 7 P. M. Tuesday, 30th inst., from 8 A. M. to 9 A. M. By order of Judges of Election. M. J. O'CONNOR, City Clerk.

CITY NOTICE. CONFIRMATION OF COMO AVENUE ASSESSMENT. OFFICE OF THE BOARD OF PUBLIC WORKS. CITY OF ST. PAUL, MINN., APRIL 24, 1878.

CITY NOTICE. NOTICE TO OWNERS OF HOUSES ON COMO AVENUE. OFFICE OF THE BOARD OF PUBLIC WORKS. CITY OF ST. PAUL, MINN., APRIL 24, 1878.

CONTRACT WORK. GRADING OF IGLEHART AND RICE STREETS. OFFICE OF THE BOARD OF PUBLIC WORKS. CITY OF ST. PAUL, MINN., APRIL 24, 1878.

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