Daily Globe.

BY H. P. HALL.

NO. 17, WABASHAW STREET, ST. PAUL.

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By Carrier, per month	70c	By Mail, per month	70c
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THE DAILY GLOBE,

BY CARRIER.

SEVEN PAPERS PER WEEK

70 Cents a Month!

ST. PAUL, THURSDAY, JULY 25, 1878.

BEACONSFIELD can't put on any airs over his associate at Berlin, the Marquis of Salisbury, for he, too, has received the decoration of the Order of the Garter from good Queen Victoria as a reward for his services to the empire.

"THE Democrats will have a hard time," says the Cincinnati *Gazette*, "to get up any excitement on the currency question this year." As the issue of the *Gazette*, from which this remark is taken, contains only four and a half columns of financial discussion, we should judge that it don't regard the question of any importance.

THE exhortation of the New York communists to their brethren in Germany to elect men to parliament who will overthrow militarism, even though prisons and exile stare them in the face, reminds the New Orleans *Picayune* of Artemus Ward's patriotic determination to save the union even if he was obliged to sacrifice all his wife's relations to accomplish it.

IT is reported that the Diaz troops have captured the notorious cattle thief and revolutionist, Escobedo, and that he in en route for the City of Mexico. It is to be hoped that the surmise of the correspondent, that he will never reach his destination alive, will prove true, for the world, and especially the United States, can forego the pleasure of his longer continuance in this vale of tears.

IT speaks well for the moral sense of the country that the present lecture tour of Henry Ward Beecher is proving a failure. At Milwaukee only a half-filled house greeted him, and in St. Paul fifty cents is the highest premium offered for tickets. He ought to be greeted with empty benches, and those who employ him should be rebuked in a practical manner.

THE prospect of having to contend with Donnelly has alarmed Washburn, and his henchmen are flying about endeavoring to counteract the wave. Washburn sees retributive justice in store for him in the near future, if Donnelly takes the field, and justice is what the pine ring gang most fear and despise. Meantime the desire to see Washburn impaled by Donnelly becomes more and more general.

THE demonstrations of the Garibaldians in Italy in favor of the annexation of the South Tyrol continues, but thus far no violence has been attempted. The government, it is said, is prepared for any emergency, and will promptly put a stop to any revolutionary proceedings. Austria has been reassured of the co-operation of the Italian government in case of outbreak, and is, therefore, resting easy.

POPE LEO is anxious for diplomatic celebrity, too. He has determined, it is stated, to remove the Catholic church in Great Britain and America from the control of the propaganda with a view to compelling these two governments to re-establish diplomatic relations with the Vatican. The device will hardly work. Neither government regards a Catholic as an alien, even though he owes a presumptive allegiance to Rome, and they cannot be drawn into a recognition of any such pernicious idea as that a man's religion affects his citizenship.

REVENGE is sweet, and Hayes is now enjoying the most perfect sensations of bliss he has experienced since his occupancy of the White House. He has long been galled by the efforts of Ben Butler to show that he participated in the Louisiana frauds. After looking about for some time to discover how he might be avenged, he discovered that Ben's brother-in-law was postmaster at New Orleans. The order instantaneously went forth, "Off with his head!" and with a wild whoop of friendship his excellency *de facto* started on his visit to Ohio.

SECRETARY SCHURZ has received a letter which charges the responsibility of the frequent Indian wars in the West upon the Mormons. This is not the first time the same accusation has been made, and it cannot be denied that there is a strong ground upon which to base it. There is no doubt but the Mormons desire to keep the Gentiles out of the territory around Salt Lake with the ultimate purpose of possessing the land for themselves and their descendants. If the truth of the charge can be proved, the government will be authorized in taking active measures for the punishment of the guilty Mormons.

"I WAS powerless to do good during the last session," said Senator Grover, as he walked up and down the platform of a Sacramento depot, "but it will be different next time, for the Democrats will have a majority in the Senate and House, and then we will revolutionize things." The same may be said by every Senator and Representative who has been sincerely anxious to serve his constituents and the country at large faithfully. With a majority in one house firmly opposed to reform, it would be unreasonable to expect success, and therefore unjust to judge by results. Until the Democrats gain control of both houses of Congress they must be judged by what they tried to do rather than by what they accomplished.

NATIONALS AND DEMOCRATS.

The Nationals of Ohio held their State convention on Tuesday, nominated a ticket and adopted a platform. The chief reason they give for quitting the other parties is the want of harmony in sentiment on the financial question. While this accusation is undoubtedly true so far as the Republican party is concerned, it is not true as regards the Democracy. A comparison of the views promulgated by the Ohio Democracy with those adopted by the Nationals shows that the two parties are in substantial accord. Both denounce the law making greenbacks but a partial legal tender; denounce the national banking law; approve of the remonetization of silver; demand the repeal of the resumption act; the removal of restrictions upon coinage; and that the paper issues of the government shall be made a full legal tender for all debts, both public and private. There is no difference discernable in the two platforms on these points, which cover the whole financial question. The Democrats of Iowa, Missouri, Michigan, Indiana, Vermont—and in fact of all the States that have yet held conventions—have followed the lead of the Democrats of Ohio with remarkable fidelity, insisting upon the same changes in our financial policy, and in no wise showing even the slightest disagreement. There is not, therefore, as alleged by the Nationals, a divergence of sentiment on this question in the Democratic party, but rather a remarkable unity—quite as notable as that which exists in the National party. The charge, therefore, of want of agreement in the Democratic party is manifestly unjust. That party is in substantial accord with the National party on this, the most important of all issues now before the people.

This being the case, it seems to us to be the part of folly in the Nationals to attempt in any way to injure the strength or interfere with the usefulness of the Democratic party. Already the Democracy have a good working majority in one house of Congress, and in the next Congress will have control of both houses, and will then be able to carry out their views on the financial question which they have thus far striven with only partial success to do. Instead of antagonizing, the National party would be wise to do all in its power to assist the Democratic party, for by that means it will hasten precisely the legislation it most desires. It will be many years before the National party can hope to control Congress, and it is doubtful if that day ever comes; but by allying itself with the Democracy it will add strength to its own cause and be able to enforce its own views through representatives elected jointly by the Nationals and Democrats.

We also fail to find any material principle aside from finance in the platform of the Nationals that has not already been avowed by the Democrats. Protection of the rights of labor against capital, the reservation of the public lands for actual settlers, opposition to servile and convict labor, are principles common to both parties. The members of the National party can attain these ends much more speedily and certainly through the medium of a well established, vigorous and almost dominant organization than through a new party that must inevitably struggle for years before it can be able to enforce its wishes. In the union of the two parties there will be strength; in disunion there will be delay, if not disaster and defeat. These considerations are worthy of attention. There is no use for two parties in this country with identical objects in view. One can secure all that two possibly could, and can secure it sooner and assure far more permanent results.

TAMPERING WITH WITNESSES.

There is no circumstance in connection with the present investigation of the alleged electoral frauds in Louisiana which so strongly and convincingly argues the guilt of the accused parties as their efforts to prevent witnesses from testifying to facts within their knowledge. Ever since the inquiry commenced, the administration, from the *de facto* President down to the meanest official in his employ, have been active in searching out men privy to the devices employed by the pirate Sherman and his fellows to defraud the people of their franchise, and by every means in their power have sought to seal their lips or to procure evidence from them favorable to the accused. Negotiations with Darrall, the two Jenkses, Kellogg, Marks and others have been openly conducted, and numerous other witnesses who were expected to testify against Sherman and the visiting statesmen have been provided with office and their silence or perjury purchased in other ways. This has been a serious obstacle in the way of the committee, which has been unable to procure evidence confirmatory of statements previously made for this reason simply. Another instance of the tactics of the administration was developed at New Orleans on Tuesday. A witness had promised to appear before the committee with evidence to prove that the second set of returns from Louisiana were forged. This witness was secured by one of John Sherman's strikers, the assistant doorkeeper of the Senate, and by him spirited away, the last heard of him being a telegram from Cincinnati.

Sherman and his allies cannot but be aware of the fact that in tampering with witnesses they commit a crime at common law. It is to be expected, perhaps, that men guilty of crime should seek to hide their shame by the commission of other crimes, but if they hope thereby to escape moral conviction they will find themselves greatly mistaken. The attempt to prevent these witnesses from testifying will not help their cases. On the contrary, it is proof positive of their guilt—of the fact that there is yet a great deal of damaging testimony not yet reached by the committee—testimony that they fear to have given to the public because of its damning character. Mr. Hayes is guilty of its suppression; for he has contributed, by appointments to office, to sealing the lips of the witnesses. Mr. Sherman is guilty; for he and his agents have been diligently watching the proceedings of the committee and suborning the perjury of witnesses from start to finish. Mr. Matthews is guilty; for he not only personally refused to testify as to facts within his knowledge, but has exerted himself to procure the silence of others relative to the matters under investigation. The whole disreputable crew, great and small, are guilty of an infamous crime against the law, which is punishable by imprisonment in the penitentiary, and guilty of the still greater moral crime of attempting to keep from the people a knowledge of the means by which they were defrauded, to the end that the same devices may be again employed to deprive them of the right to self-government. If the *de facto* President, the piratical secretary of the treasury, and the numerous army of illegal administrators of the government are not guilty of the charge of defrauding the people of the whole country, of their right to govern themselves, they have taken a queer way of proving it—the very means that will convince the people absolutely of their guilt and create for themselves a future of infamy.

IN 1875 some practical jokers in Brainerd, in this State, put up as a candidate for mayor of the corporation a man whose occupation was that of a swill merchant, and the joke took so well that he was elected. Fortunately for the jokers the legislature was in session at the time, and being in a quiescent mood, passed an act undoing the work of the people, so that no injurious results followed. The same sort of a joke was perpetrated in Farmington, Ill., a few days ago. They recently put up as a joke one Fountain, just out of jail, as a candidate for police magistrate, and in furtherance of the joke elected him. Now they are anxious to escape the consequences, and have appealed to the governor for relief. That official, however, is powerless in the matter, and the legislature is prohibited by the State constitution from enacting any special legislation. The consequence is that the people of the town will have to submit to being sentenced to jail by a man having a wide personal experience in that institution. The joke was a good one, although some of the citizens think it was carried a little too far. But it serves them right.

SOME of the Eastern papers appear to be fearful of the results of Kearney's visit to their section of the country, but, judging by the reception he is receiving from his fellow disorganizers, there is no ground for uneasiness. The Eastern communists think they are competent to run their own machine, and look upon the visit of the California leader as an intrusion upon their rights. Instead of increasing the strength of the socialist party his visit will undoubtedly result in dissensions and disintegration. There are too many men anxious to be recognized as leaders who will view with jealousy the advent of the interloper from the Pacific slope.

A LIE travels faster and farther than the truth. An obscure Illinois journal recently published what purported to be an interview with Senator Voorhees, and although that gentleman promptly and emphatically denied the sentiments attributed to him, we find the Republican press gloating over his alleged opinion of the Potter committee, in which he is reported to hold that "they can only be regarded as disturbers of the public peace, engaged in a profitless undertaking, and if they do not become the laughing-stock of the country it will not be their fault."

STILLWATER NEWS.

The water in the lake is slowly falling.

The steamer J. W. Mills, of Clinton, Iowa, took out a raft for W. J. Young & Co., of the above city, last evening.

The Aunt Betsy started last night for St. Paul with two barges of wood which the Ada brought from the upper river for her.

Chief Shortell's invitations to the dog matinee have resulted in bringing in seventeen dog owners up to last night, and several cards yet to hear from.

There has been nearly $600 subscribed for the new band instruments, and the remainder will be collected before they arrive. The price of the set of nine instruments is $700.

Quite a party of our citizens went out on the swimming train to Elmo last evening, and although it had been cool through the day the water was delightful, and the pleasure would have been cheap at double the price.

The Knights propose to make a perfect bower of beauty of Opera hall, on the occasion of their hop. Flowers, flags and fountains will be used to beautify, while the music of Siebert's orchestra will enliven the occasion.

The amateur walkist, after an interview with Madame Dupree, in which the latter offered to walk him for $500 a side, one hundred miles or more, to come off this week, concluded that he could not prepare in that short time, so the match is off.

The examination of Wm. Boelter, the head-masher, came off yesterday, Theo. Van Tassel, Esq., appearing for the defense. The prosecution examined the witnesses, but the defense waived and the prisoner was bound over in $1,000 to appear before the grand jury. The district attorney asked that the court require two bondsmen, which request was granted.

The reporter for the *P. P.* forfeited his word by publishing an account of the death of the servant girl of the county auditor, when it was especially agreed by us, at the request of the coroner, that nothing should be reported about it. Such action on his part we consider in about the same light as the violation of an oath, and he is welcome to all the honor that may accrue therefrom.

The Universalist society are making efforts to raise money to finish their church. One of the society offers to give one-thirtieth of the cost, another who has Opera hall engaged for the four nights of fair week, offers to give the net proceeds of three evenings, or will withdraw and let the society have the hall if they wish to have any entertainment of their own on either of these evenings.

The Unknown Quantity.

[Newark, Ohio, Special to Cincinnati Enquirer.]

I met General Garfield in the parlor of the hotel after the Presidential reception to-night, and had just started to interview him on the political situation by asking what he thought would be the result of the election in Ohio this fall, and had received this response: "Well, this National party is the X Y Z of this campaign, the unknown quantity that may determine the result, and until I know what that quantity is, and from whence it will obtain its strength, I can not answer your question.

MINNEAPOLIS EXPLOSION

The Question Now Is, How Much of It Was Destroyed by Fire and How Much by Explosion?—And the Insurance Men Seem to Think that Upon the Decision of It Depends the Settlement—While Mr. Washburn Holds that It Makes No Difference, as the Face of the Policies Must be Paid—And He Absolutely and Positively Declines to Compromise.

[Chicago Times, July 23.]

The readers of the *Times* will remember that it was predicted at the time of the great explosions among the flouring mills at Minneapolis that it would be a delicate question to determine as to the liability of the insurance companies for the damage done, inasmuch as it was admitted that most of the destruction was caused by the second explosion, which began in "Washburn mill A," and was followed in quick succession in that and other mills in the immediate vicinity.

The coroner's inquest, which has been reported in full, threw very little additional light on the question which harassed the minds of the owners and adjusters, and most of them have been diligently wrestling ever since with the question of where the damage by explosion ceased, and when and where that by fire began, as well as the extent of both. It was claimed that by taking the whole damage and deducting therefrom that which was caused by the explosions, the result would be what the companies were liable for. The owners, however, from the beginning figured from a different basis for obvious reasons. They insist that the explosions were caused by fire, and hence the companies are liable for the whole damage done to the extent of the amount of their policies. Many conferences and much correspondence have been had, and still the result is

FAR FROM SATISFACTORY TO EITHER PARTY.

The majority of the companies insist upon a recognition of the fact that some damage was done by explosion, and that by the terms of the contract they are not to be held for such damage. The insurance on "Washburn mill A" was scattered among a large number of companies, many of them located East and South, and not authorized by law to write insurance in Minnesota, but as was shown soon after the disaster, a large amount of the insurance was placed in these companies through a broker in this city at less rates than those who maintained agencies in that State were willing to accept. The result was that the owners found that they probably would have to do considerable "hunting round" before they would find some of the companies, as among the number were some that no one in Minnesota had ever heard of before.

Meanwhile the companies were mustering their arguments to make a determined resistance to the claims which the owners were making for total losses. Recently a committee, consisting of S. H. Southwick, of this city; Mr. Covington, of Cincinnati, and a Mr. St. John, went to Minneapolis, as the representatives of a large number of the companies, to confer with the owners of "Washburn A." Upon their return they reported that

A COMPROMISE HAD BEEN EFFECTED,

but the following circular letter from Gov. Washburn, senior member of the firm, would appear to dispel any hope of a compromise and abatement of the amount of the insurance.

The circular letter referred to will, however, speak for itself. It is verbose and goes into details, but as an indication of the amount of labor and talk which both parties to this controversy are bestowing upon the question at issue, it is a success.

THE LETTER.

MINNEAPOLIS, July —, 1878.—S. H. SOUTHWICK, Esq., Chicago—Dear Sir: I received this P. M. a letter from R. B. Carson, adjuster of the Royal Canadian, from which I extract the following, viz: "By the report of a committee appointed by the companies represented on your mill loss, I find that you estimate the value of the mill at the time of fire at $252,028.77. You also admit loss by explosion at $104,654.90; loss by fire, $147,373.57." I infer from this letter that Mr. Carson gathered from your report that I had made the admission that my loss by explosion before the fire was the amount stated by him. I made no such admission at any time, and I now propose to recapitulate, so far as I can, what took place at the different interviews I had with you, Mr. Covington and Mr. St. John, comprising the committee visiting here the latter part of June, as I am satisfied that there had been some misrepresentation by some one, which I ought to correct.

You met me by appointment at the house of W. D. Washburn, in the afternoon of June 24. Mr. Covington stated that you had come here as a committee representing companies whose policies I held, amounting to $120,000, to see if a compromise could be effected with me. He said that the companies represented were those which had no agencies in the State, and a few others whose names were not given me. He said that you were authorized to offer me 60 per cent. of their policies. The proposition was not entertained by me for an instant. It was said by you all that the companies claimed that they were

ONLY LIABLE FOR DAMAGES DONE BY FIRE

after the explosion. That position I denied, and said to you that you knew perfectly well that my mill was on fire several minutes before any explosion, and that the mill would have unquestionably burned up had there been no explosion whatever. I said to you that the explosion was the result of fire and the rapid combustion of flour dust, which every mill contains in a greater or less degree. That its inflammable character was well known to insurance men and was one of the principal reasons why insurance on flouring mills was so high. But, said I, conceding that your construction of the question of your liability was the correct one (which I always denied), I assure you that I can demonstrate before any court and jury, if there had been no fire after the explosion, the machinery would have been worth more than it was insured for, and I showed why such would be the fact. The forty run of stones, the finest ever set up on this continent, I had shown in my proofs to be worth $2,000 per run, but which in my schedule were only set down at the cost, as it was not necessary to put them at their actual value, as my loss was so much in excess of my insurance.

The reason why they were of such great value I stated to you, and also my belief that they would not have been injured by the explosion. By the fire they were totally destroyed. Could they have been saved from the fire, they would have been worth $80,000. The other machinery, if it had been simply thrown down would have been worth a sum, greatly exceeding in the aggregate, all my insurance on machinery, which was $117,031. We then ran over the schedule showing the cost of the building, which was $77,078.63, and insured for $58,577. I insisted that no man could say what the material of the building would be worth after the walls had been thrown down; but we ran over the items and guessed at what the material might be worth if thrown down and not burned up. We made it between $21,000 and $22,000.

LESS THAN THE INSURANCE.

I insisted that if I should admit all they claimed in regard to the liability of the companies they could not possibly reduce my insurance more than twelve per cent., and that I thought it rather small business for these companies, very few of which had policies of over $2,000, to make a point on me, as no case had been shown me where insurance companies had avoided liability from a fire in a flouring mill from a similar cause.

This closed the interview on that afternoon, and no result was arrived at or approached. By request, I met you that evening at the Nicollet house, and the ground was again gone over with like results. Mr. Covington said, during the evening, that it had always been his opinion that the companies should pay me seventy-five per cent., and he thought that they would do so, if I would take that. I then told you that it was useless to waste any more time in talking; that there was one way, and but one way, to settle with me, and that was to pay me, as legally and in honor bound to do, the face of my policies, and I took my leave, but agreeing, at your request, to meet you again the next day in the afternoon. To make this narration complete, I should say that between our first and second interviews, I received a letter from M. Muir & Son, proprietors of the Tradestone mills, Glasgow, Scotland, transmitting a full account of the explosion and destruction by fire of their mills, in 1872. The destruction of these mills was a

PRECISELY PARALLEL CASE

to mine. I read this letter to you, in which they said that they had £90,000 ($450,000) insurance, and that the companies paid them all without suit, but £200. The next day we met as you agreed. Many arguments were made use of to induce me to compromise, the principal of which was, that it would cost me a great deal of time and money if I had to litigate; all of which I admitted. An arbitration was proposed, but I expressed a preference for going before the courts. I said to Mr. Covington that I supposed that the companies at Cincinnati would be willing to have one suit decide the liability of all, to which he responded very quickly and emphatically, No! which satisfied me that it was not justice that he wanted, but to threaten me with annoyance to get a better compromise, and I responded that I only made the suggestion, supposing that it would be agreeable.

I then suggested my

WILLINGNESS TO ARBITRATE

the matter, saying that the arbitration should be here, where the witnesses all were, and the facts well known; but when I acceded to an arbitration, your anxiety for one seemed to me to quickly depart. No result having been arrived at, I bade you all good-by, not expecting to see you again, and expecting, so far as all the companies not represented in the State were concerned, that I should have to assert my rights before the proper tribunal.

To my surprise, however, you called upon me the next morning to say that you "had called on me, not as an insurance man at all, but as a friend!" I thought that very kind in you, considering our friendship one of so recent a date, having met you for the first time three days before. You expressed great regret that I would not entertain a proposition of compromise. You were sure that I would regret that I had not done so, because it would cost me more to litigate than I would lose on a compromise. But another point you pressed with a good deal of force, and that was that many of my companies, as you knew, were very weak, and you offered to

BET ME A SILK HAT

that twelve of them would fail before I could get judgment against them. I took the bet, and you, at my request, made a memorandum of it in your book, and I did the same in mine. You then took a pencil and made figures, which I now have. They were to the effect: That you, Mr. Covington and Mr. St. John, represented $120,000, and that if I would take $110,000 you were certain that the matter could be settled. I declined, and again we shook hands for good-bye, but an hour or two later I received a note from you, saying that if I was going to call that you wished that I would do so at 3 P. M. I called at 3 P. M., and I then said to you: "Do I understand that if I should accept the proposal to pay $110,000 for $120,000 that you are prepared to close it here and now?" You responded that you were not, but would submit the proposition and recommend it, and you had no doubt the companies representing the $120,000 would all accept it. Mr. St. John said, speaking for his companies, that he was prepared to close the matter then on that basis.

I replied to you that if you had no authority to close the case I did not want to talk any more about it, but said that when the companies not represented in the State made the proposition indicated by you I would answer whether I would accept it, yes or no, and left you with the positive declaration that I would not make any proposition for a compromise. Mr. Covington was not present at this last interview. I ought to have said before this that at our meeting the day before I recognized that you had me at a disadvantage so far as the companies not represented in the State were concerned, and I said, referring to those companies, "If you make me any offer looking to a compromise, I tell you in advance that any offer that contemplates a deduction of over 5 per cent., will not be entertained. I should say further that you all agreed that the companies represented in the State would pay me in full, voluntarily, with one or two exceptions, which for the honor of those companies you did not name.

I said to you that should I take less than the face of my policies from your companies I should feel bound to notify all other companies as to what I had done and why I had done it, and if they were willing to get down to the same level I should give them that privilege.

I have endeavored to make you a full and truthful statement of my intercourse with you, and if I have failed in any way I beg you to say where, and if the same is true I wish you to say so in answer to this letter, as I am not willing that my position should be misunderstood by anybody. Yours very truly,

C. C. WASHBURN.

STRAIT A MINORITY CANDIDATE.

How He and His Officeholders Fooled the Convention.

To the Editor of the Globe:

RED WING, July 23, 1878.—The opposition to Strait in his Shakopee convention was much more general than even your reporter desribed it; and the feeling over his renomination here is intense, and none the less so because quiet—the fact is, the Republicans are disgusted. But to return to the convention. Being one of a party to whom one of the delegates to that convention spoke more candidly than Maj. Strait would consider politic, I heard enough to satisfy me—as it will you and every one acquainted with the situation—that Maj. Strait was not the choice of the Shakopee convention, but was, notwithstanding all the efforts of his collared tools (U.S. office-holders) a minority candidate. Our friend, the delegate, showed conclusively that this was the case by the following undeniable facts. He said: "You know that this (Goodhue) county was opposed to him, and that Rice county instructed their delegates to support Gordon E. Cole. Well, after we got to Shakopee Collector Bickel, Postmaster Leavens and Wilson of Faribault and other henchmen of Strait made a tremendous effort to have the different candidates to withdraw and not have their names presented, arguing it would be better all round to give him a good send off by nominating at once, and by acclamation, and succeeded so far as to get Rice county to drop Cole, and Chandler, of this county, to withhold his name. But Kandiyohi, Wabashaw and others refused to do this, insisting that Strait was not their choice, and they would only vote for him when it was seen he had a majority without them. He got fifty-nine out of eighty-five votes cast, and of those fifty-nine there were the eleven from this county, and ten from Rice, and six others that I know of that did not want him. So you, see, gentlemen, that if you deduct from Strait's fifty nine votes these twenty-seven votes, and place them with the twenty-six cast against him, the vote would have been—Strait thirty-two; against him fifty-three." Warming up at the thought of how they had been duped, he added: "There's no use in denying it, gents, Strait and his office-holders were too sharp for us. They realized their danger, and we made d—d fools of ourselves by falling into the trap laid for us."

That this delegate stated the naked truth, is borne out by the facts. Gordon E. Cole received but one vote, and M. S. Chandler but two votes, and these were cast by parties not from Rice or Goodhue counties. Deduct the votes of Goodhue and Rice counties from Strait, and place them with the opposition, and you will see at once that he is a minority candidate. The want of concert of action among those opposed to him was all that prevented his defeat. It is apparent that the desire for his renomination was not sufficiently overpowering in its influence to prevent those delegates from showing their disgust, who cast three votes for D. L. How, (the Major's business partner) and one for Hon. Henry Poehler, the Democratic candidate.

So you see, Strait was not the choice of even a majority of the delegates.

TRUTH.

"The Coming Man."

[Martin County Sentinel.]

Gen. Mark D. Flower, of St. Paul, is the coming man for State auditor. O. P. Whitcomb, the present incumbent, has fattened at the public crib for six years. He is opulent and independent, and is in good condition for retirement. General Flower is competent and deserving, and if nominated will go in by a rousing majority.

SUPREME COURT.

FULL TEXT OF DECISION FILED.

George Person and Stephen S. Smith, Respondents, vs. William Wilson, Appellant.

OPINION.

It is conceded that the respondents and one Converse having on the 21st day of May, 1875, purchased and acquired a certain tract of land containing a mill site and water privilege on the condition, as stated in the deed transferring to them the title, "that they should complete and have in running order thereon on or before the 1st day of June, 1876, a flour or grist mill, to be known and run as a custom mill by themselves, or by their heirs or assigns, with at least two men for setts of burz," thereupon formed a co-partnership for the purpose of building the mill in pursuance of the conditions of such purchase and entered upon the undertaking as co-partners by commencing the construction of the dam and the erection of a mill on the proposed site. The evidence also tended to prove the following additional facts: The joint enterprise was prosecuted till some time in August, 1875, when the work was suspended or abandoned. During this time Converse had the personal supervision and active management and control of the business when the mill was being built, remaining constantly on the ground, while the plaintiffs lived some miles away and were engaged in active pursuits, visiting occasionally the scene of operations. A dwelling house was built upon the tract into which Converse moved and lived. The dam was partially constructed, a foundation for the mill was partly put in, and the mill itself was mostly framed before the suspension of the work. After the inception of the enterprise the plaintiffs, as they state in their own testimony which is uncontradicted, "bought for the purpose of putting up the mill" a quantity of lumber described by them as "a lot of lumber," consisting of plank timber, boards, shingles, studding and flooring of such different kinds as would naturally be required for such a purpose, and enough to build a mill 30 by 36 such as it appears was contemplated. They paid for it out of their own funds, but delivered it on the proposed site for the purposes for which it was bought. It was billed in the name of the partnership and receipted for accordingly. Though received and paid by the plaintiffs personally, it does not appear that they then or ever objected to the manner in which the bills were made out. On its delivery upon the ground belonging to the members of the firm, Converse took actual posesession and charge of it, built the house out of it, put portions of it into the dam and other portions into the foundation for the mill, and also framed out of it the entire mill ready for erection excepting the rafters. While this was being done the plaintiffs visited the place from time to time, and saw the condition of things, but made no objection so far as the evidence shows, to the use that was being made of the lumber, nor does it appear that there was ever any special arrangement or understanding between them and Converse in reference to this lumber, other than what grew out of their partnership or joint relations in the prosecution of the common undertaking in which they were engaged. The acts of Converse, therefore, in taking possession of the lumber and applying it to the uses he did, must be held presumably to have been the acts of the firm. The present action concerns that portion of this lumber which was left at the time of the suspension of the work, and which had not been actually used in the construction of the house, or put in place in the dam and foundation for the mill structure. The claim of the plaintiffs includes not only the unused portions of the lumber, but the entire frame work of the mill not already erected or in place, though partially or wholly fitted therefor. The claim is vested upon the proposition that such portion so left never became partnership property, but belonged to the plaintiffs alone. In the submission of the case to the jury the court stated without objection from either side, that "it was not controverted that Person, Smith and Converse were engaged in the joint undertaking of erecting a mill, and that they were so engaged as partners." Its charge, however, contains a refusal and instruction in the following language, which was duly excepted to by the defendants, and which is here assigned as error, viz.: "I am requested, gentlemen of the jury, by the defendant, to instruct you that the property having been purchased and delivered upon the ground to be used in the prosecution of a common enterprise by Person, Smith and Converse, and portions of it having been prepared for the purposes of the firm, that the same became partnership property of the firm. I decline so to instruct you that under those circumstances the property became the partnership property of the firm; but the mere fact of its having been purchased by Smith and Person and placed upon the ground ultimately to be put into a mill, and of erecting it would not necessarily make it mill property. If there was a partnership existing between the parties for the purpose of building a mill, and the lumber put into the building, then it became part of the partnership, and it is a question for you to determine, from the instructions I have given you, the question of fact whether this property became partnership property or not." The jury must have inferred, as they very naturally might, from this refusal and instruction that none of the lumber bought by the plaintiffs became partnership property unless it was actually incorporated into the proposed structure which the firm was engaged in building. That they regarded this as the decisive test in determining the question whether it was firm property or not, is obvious from their verdict, which evidently includes compensation for all the lumber which was not so actually incorporated and put in place in such structures, whether it was partially prepared and fitted for such uses or not. This was clearly error. Lumber, fitted and prepared for a partnership use at the expense of the firm, by being framed for the mill, became as much the property of the firm as though it had been put into the building itself. Proof that the lumber was bought and delivered by plaintiffs upon the ground belonging to the members of the firm for the purpose of being there used in their joint undertaking as partners, and that Converse, who had the personal charge and supervision of the enterprise, thereupon took possession of it, and with the knowledge and silent acquiescence of plaintiffs proceeded to use it as needed for any of the partnership purposes, whether in framing the will or otherwise, would be sufficient alone, if uncontradicted, to establish the fact of a conversion into partnership property of the entire lumber with the implied agreement and assent of all the parties, even though it was wholly bought with the means of the plaintiffs. The exceptions to the portion of the charge and the refusal consideration were well taken, and for this alone a new trial must be granted. In view of a new trial, it is well, perhaps, to consider briefly the instructions which were given in relation to the liability of the defendant in case the property in controversy was found to belong originally to plaintiffs and Converse, not as partners, but as tenants in common, and that the latter holding the entire and actual possession delivered it to the defendant under a bill of sale, assuming to transfer the title to the whole property as his own instead of his undivided interest therein. Upon this state of facts the sale from Converse to the defendant only operated to pass the title to the interest which he owned and not the shares belonging to the plaintiffs.

Merseveau vs. Norton, 15 Johns, 180.

By the transaction the defendant acquired title to the undivided interest belonging to Converse, together with the exclusive actual possession of the entire property thus owned in common.

His position then was that of a co-tenant with plaintiffs owning an undivided interest and holding actual possession of the whole common property. As such tenant he had no right to dispose of the interests of his co-tenants by a sale and delivery of the entire property as his own, for that would be an act in such total violation of the proprietary rights of his co-tenants as would sever the co-tenantry and be deemed in law equivalent in its effects to a loss or destruction of the property itself.

Wilson and Gibb, vs. Reed, 3 Johns, 177.
White vs. Osborn, 21 Wend., 75.
Weld vs. Oliver, 21 Pick., 559.

There was some evidence tending to show a sale in this case, and enough, perhaps, to justify the court in declining to withhold the question of a conversion from the jury. But the ruling contained in the instructions which were given to the effect "that the acts of the defendant" if so found "in claiming to own the entire property, refusing to deliver it to the plaintiffs when they demanded it, at the same time asserting ownership over it and an entire ownership in the property," as testified to by the plaintiffs, were sufficient to justify the jury in finding a conversion was clearly erroneous. The only demand proved or attempted to be was for the whole property as the sole and exclusive property of the plaintiffs. In making it they recognized no interest whatever in the defendant, as co-tenant or otherwise. His refusal to comply with such a demand, though put upon the ground of an exclusive ownership in himself, cannot be regarded as a repudiation of any of their rights as co-tenants to the joint use and occupancy of the property owned in common, for no such rights were claimed or asserted. The demand and refusal therefore accompanied, though the latter may have been with a claim of sole ownership in the defendant, furnished no evidence whatever of a conversion, and the jury should have been so instructed.

Swartwout vs. Evans, 37 Ills., 442; Bill vs. Shrive, 14 Ills., 462; Gilbert vs. Dickerson, 7 Wend., 449.

Upon the pleadings the value of the property alleged to have been converted, stands admitted, and hence it is unnecessary to inquire into the correctness of the rulings upon the admissibility of the evidence upon that question. Neither is it deemed important to consider any of the other points made on the argument. The order appealed from is reversed and new trial granted.

CORNELL, Judge.

GLOBELETS.

Lobsters in Maine are protected by law between the 15th of July and 15th of September.

During the past winter a New Hampshire woman has cut and piled twenty-three cords of wood.

Ex-Congressman Snow, of Indiana, is building a palatial residence near Indianapolis. It is said to be a nice house.

Admiral Gore Jones, of the British navy, has reached Long Branch. As a pleasure Gore Jones is to be remembered.

The wife of an ex-Congressman and daughter of a former United States Senator now makes an honest living selling milk at Washington.

A pencil case, said to have been given by Lork Nelson to Lady Hamilton, and no very costly gift either, brought $100 at auction in London.

Herr Strousberg, the ex-railroad king of Germany, has offered his creditors three cents on the dollar. Their claims amount to $16,000,000.

"Dr." Morton, the Cincinnati grave robber, openly promenades the streets of that city daily. Where is the indignation that abounded so much a few weeks ago?

Rabbi Wise, of Cincinnati, who disowned his daughter because she married a Christian, has relented and invited his daughter to return. He has been and still is Wise.

Calvin Anderson, a negro of Bellbuckle, Tennessee, was the wrong man for a lynching party to attack. He killed the man who carried the rope, and wounded two others.

General Grant once used the palette and brush. Be painted a number of pictures, one of which is now preserved in the library of ex-Secretary Borie, of Philadelphia.

The beer-sellers of Cincinnati are having portraits of Murat Halsted substituted for those of Gambrinus in front of their doors, in testimony of his efficiency in the anti-water crusade.

General Butler's nephew, Col. Geo. H. Butler, got on a spree in Washington last Friday, and, taking a kloptomaniac turn, stole a suit of clothes. The partiality for spoons is not a family one.

There are over 25,000 flouring mills in the United States, giving employment to 60,000 men. These mills turn out annually 50,000,000 barrels of flour. Who says America is not the flower of the world?

Some one wrote to Horace Greeley inquiring if guano was good to put on potatoes. He said it might do for those whose taste had become vitiated with tobacco and rum, but he preferred gravy and butter.

The London *Times* publishes an official paragraph denying that Lord Dufferin has consented to prolong his term of office as Governor General of Canada, and announcing that he will leave Canada in September.

Baltimore belles, when they go bathing at Atlantic City, consider it the correct thing to be accompanied by pet Newfoundland dogs. Other breeds of puppies watch them from the beach and comment on the little ducks.

Lord Beaconsfield has a considerable collection of portraits of his friends, the latest addition to which is the portrait of Sir Nathaniel de Rothschild, painted by Mrs. Jopling and presented to the premier by Sir Nathaniel himself.

After a sharp, quick thunder-storm in Bragoria county, Texas, search was made for Willie Jamison, a young man of nineteen years. He was found sitting astride his horse, but dead, with two holes forked by lightning in his skull.

The Jewish women are beginning to be tainted with woman's rights notions. They ask that the benediction, "Blessed art Thou, O Eternal, our God, that Thou hast not made me a woman," be expunged from the Jewish ritual.

"It lies between Boston and Chicago," says the *Post* of the city first named. We don't know what "it" refers to, but we bet on Chicago.—*Chicago Times.* We meant as to which furnished the meanest quality of liquor.—*Boston Post.*

Mayne Reid is surprising England with a breed of black sheep with white faces and b