Daily Globe.

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THE WEEKLY GLOBE.

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ST. PAUL, TUESDAY, AUGUST 2, 1881.

MR. SCHURZ says he doesn't propose to go to Germany as minister plenipotentiary from the United States. Germany is to be congratulated.

OF Edwin M. Stanton the Cincinnati *Gazette* now says: "The true character of our 'great war minister' was little known to the general public. That he was capable of doing acts of gross injustice was pretty well known, and it passed for firmness, but some letters to Buchanan, never published till after the latter died, revealed a great capacity for duplicity in his character." A public man cannot be properly judged until years have passed after his demise. The infamous record of Edwin M. Stanton, culminating in his self-assassination, should consign him to eternal infamy. No man of character should be permitted to pronounce his name without disgrace.

THE death of Mrs. Hamlin, wife of Bishop Hamlin, after whom the college adjoining this city is named, has caused a profound feeling of sorrow in this city, where the lady was long and favorably known. She was born in New York September 29, 1801, and consequently was 80 years of age. The deceased had a wide reputation for piety and benevolence, and her death corresponded with her life. Before her marriage to Bishop Hamlin, in 1835, she was the widow of a Mr. Trusdell. She went to Evanston sixteen years ago, shortly after the death of her husband, and has since been a leading member of the Methodist Episcopal church there. During her last years, unable to attend divine services, she held meetings for the promotion of holiness in her parlors each Sunday afternoon, at which the distinguished and the lowly alike were to be found. Her death is a blow to the church, which recognized in her the embodiment of all its teachings and its purity.

THE TAX LAW.

As a matter of information to the public we reproduce the tax law of last winter under which the so-called forfeited land sale is to be made. It may well be termed a cut-throat law, and one which is far from creditable to the statute book.

It appears to have been devised for the especial purpose of enabling a lot of pine land speculators to pay the State tax alone and escape the local taxation. To give this class a bonanza in the way of escaping taxation it became necessary to make the law general and rob and oppress many who have been legitimately unfortunate in their delinquencies. It accordingly robs the local governments in the counties where the pine lands are listed and robs the unfortunate in other counties. It is double barrelled robbery under color of law.

In section 4 it will be seen that the law recognizes the contingency of a larger sum being paid than the amount due, in which case the former owner of the forfeited land may imagine he is to secure the surplus. This will prove all imagination, however, as by reading section 8 it will be found that this surplus is "distributed to the several funds." Shylock only demanded the pound of flesh called for by the bond, but this measure is worse than Sylock. It not only commits robbery, but makes the outrage a matter of speculation. Such legislation is clearly against public policy and a discredit to the State. It will be strange if it is not overthrown by the courts.

CONKLING'S OVERTHROW.

There is a general rejoicing in all parts of the country at the overthrow of Conkling. It is regarded generally as the overthrow of bossism in politics. Perhaps it is, but the indications point in a different direction. Conkling has been the "boss" in New York politics for many years. He has not gone into the details of the business, but has issued his commands, and they have been obeyed. But after Conkling who? Or what? The latter inquiry is perhaps the most apposite.

Conkling has been the governor of New York politics for nearly a score of years. It cannot be said in truth that he has administered his trust dishonestly. He has used no dishonorable means to maintain his supremacy, but has stood firmly upon his own merits and the presumed merits of the party to which he belonged. He was a leader of whom any party should be proud. The Republican party has discarded him. That organization may succeed in carrying elections without his aid, but the probabilities are that it will fail.

When a man has attained the prominence that has been given to Mr. Conkling in political life, it is nonsense to presume that he will relinquish his station. However much Mr. Conkling may desire to quit the arena of political life, he cannot do so. He will be drawn into it, whether he wills it or otherwise. But he will not support a party for which he has done so much and for which so little return has been made. This is simply human nature. For the future it may be safely reckoned that Roscoe Conkling will not be one of the foremost advocates of the Republican cause as he has been in the past. He may not take the opposite course, and it is to be hoped he will not, but if he remains quiet—occupying the position of armed neutrality—we may look out for squalls.

THE BOND QUESTION.

Close of Attorney General Hahn's Argument—The Amendment of 1860 Valid—Not in Violation of the United States Constitution — A Learned Argument, With Numerous and Long Readings from Standard Authorities.

At the sitting of the supreme court yesterday afternoon, Attorney General Hahn resumed his argument, in opening the case for the State on the hearing, by the supreme court, of the application for a writ of prohibition directed to the bond tribunal or commission, by presenting as follows the proposition that the act under which the commission is organized, is unconstitutional, because, in conflict with the anti-bond amendment of 1860, to the State constitution. The attorney general said:

If it is claimed that all the positions we have heretofore assumed are erroneous, then we say the act is clearly and palpably unconstitutional as being in conflict with section 2, article 9 of the constitution, which provides: "But no law levying a tax or making other provisions for the payment of interest or principal of the bonds denominated 'Minnesota State railroad bonds,' shall take effect or be in force until such law shall have been submitted to a vote of the people of the State, and adopted by a majority of the electors of the State voting upon the same."

The act in question does make provision for the payment of interest and principal of said bonds; but the same has not been submitted to the people of the State and has not been adopted by a majority of the electors as required by said constitutional provision; nor does said act, save in one contingency, propose to submit the provisions thereof to the people of the State. [See sections 2 and 5.]

THE CONSTITUTIONAL AMENDMENT.

It will undoubtedly be claimed that this constitutional amendment is inoperative and void, because it is in conflict with that part of section 10, article 1, of the constitution of the United States, which prohibits the passage of any law "impairing the obligation of contracts."

In our opinion it clearly is not open to any such objection, and for two very potent and, to our minds, unanswerable reasons.

But, as preliminary to the examination of this question, which is one of the most important and momentous propositions which can be presented for investigation and decision to any tribunal, it may not be inappropriate to call the attention of the court to the views of eminent jurists with reference to the manner in which such a grave and serious question should be dealt with.

Just here I desire to say, in order to save time and trouble, that we do not claim or urge that these are not contracts made by a State, within the scope of the constitutional inhibition contained in section 10, article 1. We propose to show that the amendment to the constitution of 1860 does not so come within such scope. I make this statement here, as I said, to save time and dispute hereafter.

"No court," said that great judge, Chief Justice Shaw, in 16 Pickering, 95, "should ever delcare a statute void unless the nullity and invalidity of the act are placed in their judgment beyond reasonable doubt."

"A reasonable doubt must be solved in favor of the legislative action and the act be sustained," says Judge Cooley, Const. Limit., p. 220.

"The question whether a law be void for its repugnancy to the constitution is at all times a question of much delicacy, which ought seldom, if ever, to be decided in the affirmative in a doubtful case. * * It is not on slight implication and vague conjecture that the legislature is to be pronounced to have transcended its power and its acts to be considered void. The opposition between the constitution and the law should be such that the judge feels a clear and strong conviction of their incompatibility with each other." Marshall, C. J., in Fletcher vs Peck, 6 Couch, 128.

"It is but a decent respect," say the court in Ogden vs. Saunders, 12 Wheaton, 270, "due to the wisdom, the integrity, and the patriotism of the legislative body by which any law is passed, to presume in favor of its validity until its violation of the constitution is proved beyond all reasonable doubt."

Surely the same caution, the same presumption, should be exercised and entertained and the same degree of inconsistency should be demanded when we come to consider a clause in the organic law itself.

First. We say that this constitutional amendment is valid because the obligation of the contract, claimed to have been made between the State and the holders of the railroad bonds under consideration, was not and is not such an obligation as was designed to be protected by, or is in fact included in, the inhibition of the constitution of the United States.

THE OBLIGATION OF CONTRACTS.

As will be seen, this section 10 of article 1, protects the *obligation* of the contract.

It therefore becomes necessary on the very threshhold of this investigation to ascertain and determine what is to be understood—what is the true construction of the words, "obligation or the contract."

"The *term* obligation," says the supreme court of Kentucky, in Blair vs. Williams, 4 Little, 36, "whether we construe its etymology or its general acceptation in our own language, will be found to signify a ligament or tie—something which binds or obliges us to do some act. It is derived immediately from the latin substantive *obligatia* which is from the verb *obligare*, to tie, to bind, to oblige. * * * The obligation of a contract, therefore, is and can be nothing else but that which obliges a person to perform his contract or to repair the injury done by a failure to perform it."

But there are two kinds of obligations under which every person rests, with reference to the various duties which may be imposed upon him, perfect and imperfect, or as Pothier puts it, civil and natural. The imperfect or natural (or, as it is sometimes put, moral) obligation is one which cannot be enforced by action, but which is binding on the party who makes it in conscience and according to natural justice. Pothier, 103, 191 and 195. 2 Bouvier 252.

A perfect or civil obligation is one which has a binding operation in law and which gives to the obligee a right of enforcing it in a court of justice. Blair vs. Williams, 4 Little, Ky., 39.

Is it then a perfect or imperfect, or as Pothier puts it, the civil or natural obligation, or both, which is protected by this constitutional provision and to which of these two classes does the contract under consideration belong?

First—It is the perfect or civil and not the imperfect or natural obligation that is meant. It is the legal obligation which "consists in the remedy given by law to enforce its performance or to make compensation for the failure to perform it." Pomeroy on the court, secs. 588, 590, 592, 594, 596 and 597. Blair vs. Williams, 4 Little, Ky., 36 to 41. Lapsly vs. Brashiors, 4 Little, Ky., 53 to 57. 2 Story on the Const., 253, sec. 1392. Dartmouth College vs. Woodward, 4 Wheat., 620. Ogden vs. Saunders, 12 Wheat., 316. Bronson vs. Kissie, 1 Howard, 316. McCracken vs. Howard, 2 Howard, 612. Curran vs. Ark., 15 Howard, 319. Van Hoffman vs. Quincy, 4 Wol., 552. Walker vs. Whetbird, 16 Wol., 318 Edwards vs. Kearzey, 96 U. S., 600, Railroad Co. vs. Tenn., 101, U. S., 339. Railroad Co. vs. Alabama, 101 U. S, 335. Louisiana vs. New Orleans, 102 U. S., 206. Blam vs. State, 39 Ala., 355. Wood vs. Wood, 14 Rich., S. C., 154. State vs. Carver, 13 Rich., S. C., 308.

SOME OF THE CITATIONS.

The means of enforcement are absolutely inseparable from the perfect or legal obligation of a contract. "This is the break of its vital existence. Without it the contract, as such, in the view of the law, ceases to be and falls into the class of those imperfect obligations, as they are termed, which depends for their fulfillment upon the will and concurrence of those upon whom they rest." Edvards vs. Kearzey, 96 U. S., 600.

"The legal obligation of a contract consists in the legal remedy for enforcing it." Lapsley vs. Bustiors, et al., 4 Little, 47. Edwards vs. Kearzey, 96 U. S, 60.

"It is the part of the municipal law which protects the right and the obligation by which it enforces and maintains it. It is the protection which the clause of the constitution now in question mainly intended to secure, and it would be unjust to the memory of the distinguished men who framed it to suppose that it was designed to protect a mere barren and abstract right without practical operation upon the business of life." Bronson vs. Keasie, 1 How, 316.

"What actual obligation is there in law to perform one's contract, if the law provides no means for compelling the performance? * * And when such compulsion is withdrawn the legal obligation ceases to exist." Wood vs. Wood, 14 Rich., S. C., 157.

"The provision of the constitution never has been understood to embrace other contracts than those which respect property or some object of value, and confer rights which may be asserted in a court of justice." Dartmouth College vs Woodward, 4 Wheat., 629.

"It is a law which impairs the obligation of contracts, and not the contracts themselves, which is interdicted. * * What is it, then, which constitutes the obligation of a contract? * * It is the law which binds the parties to perform their agreements. * * * It cannot for a moment be conceded that the mere moral law is intended, since the obligation which that implies is altogether of the imperfect kind which the parties to it are free to go by or not, as they please." Ogden vs. Saunders, 12 Wheat., 257.

"The word obligation in its origin imports compulsion—the tying or binding one against or irrespective of his consent. The obligation that which, by a force stronger than his dissenting inclination, or his repelling interest, constrains his will or ties him to the performance of his promise, whether he continue willing or not, and but for which he would in many instances refuse such performance, is the creature exclusively of law. The contract is the occasion but it is not the efficient cause of obligation. When the promise has been made if the law commands its performance, and makes the command effectual by methods of actual compulsion, it is the combination of these—the command and the constraining force, which constitutes the obligations of the contract—the compulsory efficiency which the law annexes to it." Wood vs. Wood, 14 Rich., S. C. 154.

"The remedy which is protected by the contract clause of the constitution is something more than the privilege of having a claim adjudicated * * The constitution preserves only such remedies as are required to enforce a contract. Railroad Co. vs. Tenn., 101 U. S., 339.

AN IMPERFECT OBLIGATION.

Second—The contract under consideration belongs to the class of imperfect obligations, and is therefore not protected by this clause of the constitution. There are and were no means of enforcing the performance of its conditions.

"Whenever there is a legal right there is also a legal remedy by suit or action at law whenever that right is invaded." 3 Blackstone, 23.

"Those who deal in the bonds and obligations of a sovereign State are aware that they must rely altogether on the sense of justice and good faith of the State." Bank of Washington vs. State of Ark., 20 How, 532. Beers vs. State of Ark., 20 How., 527.

The "faith and credit of the State" is what was "pledged." No particular fund was provided for the payment of these bonds. No officer or officers amenable to the compulsion of the courts or any other person or power, were charged with the fulfillment of these obligations.

A JUDGMENT NOT A REMEDY.

At this point the chief justice suggested to the attorney general the proposition that another State should hold some of the bonds and sue on them.

The Attorney General—The court would not oblige the State to pay. There would be no means of enforcing a judgment and therefore the judgment would not be a remedy.

The Chief Justice—Suppose this State should sue some private person on a contract and he set up some of the bonds as a counter claim. Could the court allow the counter-claim?

The Attoney General—If it could I don't see how it could give the right of enforcement. If the bonds could be collected that way, why have not these gentlemen acted upon it.

The Chief Justice—Suppose the State to make a contract with an individual to convey a specifiic piece of land. Would not this be a contract which could not be impaired?

The Attorney General—If there were judicial means of enforcing the contract, it would be protected by the constitution. But if there were not such means it would be void of obligation or remedy.

The attorney general then continued his argument as follows:

THE BONDHOLDER'S REMEDY.

Second—It will not be pretended that the constitutional amendment under consideration interfered or professed to interfere with the contract made, or claimed to have been made, by the issuance of the bonds in question, by any direct assault, by changing or attempting to change the agreements or stipulations contained in those instruments. The charge is that the obligation of the contract has been violated by a substantial interference with some supposed or assumed remedy that the bondholders had against the State. This position we deem untenable for two reasons:

First—Because they never had any remedy to be interfered with, and

Second—Because the supposed interference is not with the so-called remedy, but only with the procedure by which that remedy is to be made available, and in the tribunal to which the application for such remedy is to be made.

First—They never had any remedy to be interferred with.

And right here, as in all discussions, it is well, before proceeding, to have a clear understanding of terms used. What is meant by remedy in a legal sense, for in that sense only could it be claimed to be used in the constitution of the United States.

"Remedy," says Bouvier, (vol. 2, 436,) "is the means employed to enforce a right or redress an injury."

"Judicial means of enforcing a right or redressing a wrong." 2 Abbott's Law Dist., 407.

"Remedies in their widest sense are either the final means by which to maintain and defend primary rights, and enforce primary duties, or they are the final equivalents given to an injured person in the place of his original primary rights, which have been broken, and of the original primary duties towards him, which have been unperformed." Pomeroy's Rem. and Remd. Rights, p. 2.

"Included within the general or remedial right which forms part of the obligation of every contract, and therefore the following elements, each and all necessary to its efficacy and perfection. 1. The right to bring an action against the defaulting party as soon after the breach as is permitted by the ordinary procedure of the courts. 2. The right to obtain a judgment or decree as soon as possible, according to the ordinary mode of proceeding in the court where the action is pending. 3. The right to enforce this judgment as soon and as efficiently as is allowed by the same general methods of practice. Pomeroy's Const. Law, 398.

"For the breach of a contract under our system of jurisprudence, I know of but two forms remedial right, viz: First—The remedial right of to a specific performance and, second, the right to be paid such an amount of pecuniary damage as shall be a compensation for the injury caused by the failure of the defaulting party to do exactly what he promised to do. Both of thes species of remedial rights must be pursued by the aid of the courts. Pomeroy Court Law 397.

The bondholders never had anything that possessed a solitary element necessary to constitute a remedy. The very fact that it was deemed necessary to create this extraordinary tribunal and submit to it this question is a sufficient guarantee that the gentlemen themselves realized that they had no remedy. If remedy they had, it has not and cannot be taken away. Why don't they prove it? Hursaber vs. Borden, 5 Cal., 288. Sharp vs. Contra, Costa county, 34 Cal., 290.

In Railroad Co. vs. Iowa, 101 U. S., 339, two of the essential elements of a legal remedy existed, viz.: 1. The right to owe the State and 2, the right to obtain a judgment; but the third, viz., the right to enforce the judgment was lacking. The supreme court says there was no remedy because there was no means provided for making such judgment effectual. In the case at bar not a single one of these three necessary elements existed. There was no right to sue; therefore no judgment could be obtained. From the lack of these it necessarily follows that no enforcement of a judgment could be made, Joy vs. Thompson, 2 Doug., 78.

Second—The amendment did not interfere or profess to interfere with the so-called remedy which they had. What was that remedy? Simply and solely to have a law enacted making some provision for the payment of these bonds. This amendment does not prevent or prohibit the enactment of any such law. It only regulates the mode of procedure by which such a law is to be enacted. A constitutional provision that any such bill be read five times instead of three, should have a two-third vote instead of a majority, could with equal propriety be said to interfere with the remedy. A constitutional amendment reducing the legislative assembly to one body or increasing it to three would be equally objectionable: and yet it seems to us no such objection would be entertained. The recent biennial sessions amendment (and the sessions might have been made every four or six years) must be invalid if their claim is correct, because it prevents these bondholders from applying to the legislature as often as they would have but for that amendment.

HON. DANIEL BUCK TO ARGUE NEXT.

In concluding his arumument at this point, Attorney General Hahn presented his opinion of the great importance of the case as his excuse for having occupied so much of the time of the court. At his request Mr. Wilson then read a long lot of authorities cited regarding proceedures by writs of prohibition and the range of discussion which might probably be allowed on an application for such a writ. The attorney general then announced that his associate counsel, Mr. Buck, would present one point for the State on which he (the attorney general) had not prepared himself, and the court then adjourned to 9 a. m. to-day, at which hour Mr. Buck will be heard.

THE COURTS.

Supreme Court—April Term.

The State of Minnesota, plaintiff, vs. Edward Lawler, defendant:

Syllabus—If in impanelling a jury a challenge by the defendant to a juror for disqualification is erroneously disallowed, and the defendant afterwards challenges the juror peremptorily, and a jury is obtained without the defendant having exhausted his peremptory challenges, the error in disallowing the challenge is without prejudice.

Plans and diagrams of premises which are the scene of transactions under investigation, made for the purpose of the trial, may be referred to by the witnesses to explain and render more easily intelligible their testimony, and are proper for the consideration of the jury, so far as they are shown to be correct, not as independent testimony, but in connection with other evidence to enable the jury to understand and apply such evidence.

On the trial of the defendant, on an indictment for the murder of James Malone, the *corpus delecti* having been proven and testimony introduced tending to convict the defendant with the commission of the crime, and, it appearing that shortly before the homicide, Malone had committed an assault upon a woman who was in defendant's company,

Held, That evidence that the defendant and this woman sustained the relation to each other of paramour, was properly admitted as tending in some degree to show a motive for the defendant to commit the crime.

A witness for the State having stated that her testimony on the trial of another party for the same murder (which was different from that given on this trial) was knowingly false, and was given under the threat and fear of personal violence from the defendant, and another, if she testified otherwise;

Held, That an offer by the defendant to prove by a justice of the peace that shortly before the former trial he and the county attorney assured the witness officially that she would be protected in telling the truth, was properly overruled, as having no legitimate tendency to disprove duress arising from threats of actual violence, and not from the fear of legal proceedings.

A witness called to contradict another witness, by showing contradictory statements made out of court, may be himself contradicted in like manner. Whether a witness is an accomplice in the commission of the crime for which the defendant is on trial, is a question for the jury and not for the court.

In order to a conviction upon the testimony of an accomplice, the corroborating evidence is sufficient, if independently of the testimony of the accomplice, it tends in some degree to establish the guilt of the accused, and it need not be sufficiently weighty or full, as standing alone to make it a *prima facie* case.

Judgment affirmed and ordered carried in execution. CLARK, J.

James Acheson and Isabella J. Acheson, appellants vs. Roscoe G. Chase, respondent.

Syllabus—Usury is the taking of a greater rate of interest for the loan or forbearance of money, goods or things in action than is allowed by law.

C. made A. his agent to loan money at A's discretion (land security to be taken in C's name) at the lawful rate of interest, then 12 per cent., but C. was to pay A. nothing for his services to him in and about making loans, but he authorized him to collect of the borrower a reasonable compensation for such services. A made a loan to the plaintiff of $500 upon plaintiff's note and mortgage for that sum, drawing 12 per cent interest and received of plaintiff $50 cash as a pure bonus i. e., a gratuity, or partly as such bonus and partly as a reasonable compensation for his services to C. in and about making the loan. C. never authorized the taking of any bonus, or ratified or sanctioned it by receiving any part of it, or any benefit from it, either directly or indirectly, or otherwise.

Held, That so far as the $50 was a bonus, in whole or in part, it was wholly the unauthorized act of A., and that the taking of it was not usury on the part of C.

Held, Also, that so far as any part of the $50 was a reasonable compensation for the services of A. to C., in and about making the loan, the taking of it was not usury, though it was authorized by C.

Judgment affirmed. BERRY, J.

Municipal Court.

[Before Judge Burr.]

James Sullivan; drunk. Fine of $5. Paid.

Chas. Harkens drunk. Fine of $5. Paid.

M. Sellers; drunk. Fine of $5. Paid.

W. Rooney; drunk. Fine of $5. Paid.

J. Larson; drunk. Sent to jail for five days.

N. A. Barnard, drunk. Sent to jail for five days.

R. Elliker; drunk. Sent to jail for five days.

M. Clarkin; drunk. Sent out of city.

J. H. Emery; drunk and disorderly. Fine of $25. Paid.

R. Lewis; discharging fire-arms. Sent to jail for ten days.

Chas. Hogan; disorderly conduct. Continued to August 2.

George Sweeney; disorderly conduct. Continued to August 2.

P. Griffin: disorderly conduct. Continued to August 2.

P. Nolan; drunk and disorderly. Fine of $10. Paid.

J. Slattery; drunk and disorderly. Fine of $10. Paid.

D. Rowley; drunk and disorderly. Fine of $20. Paid.

F. Bohn; drunk and disorderly. Fine of $10. Paid.

A. Kallas; assault and battery. Fine of $10. Paid.

Jack O'Brien; threatening to commit an assault. Bond of $250 given to keep the peace.

E. Hefferman; violating city ordinance. Cost of $11 Paid.

M. Barton; assault and battery. Sent to jail for thirty days.

B. Zohn; assault and battery. Fine of $25. Paid.

A. Simons: using abusive and obscene language. Bail of $29 forfeited and case continued to August 3.

Joe Simons; using abusive and obscene language. Continued to August 2.

Fannie Shefferd, keeping house of ill-fame. Fine of $50. Paid.

Emma Lee; keeping house of ill-fame. Fine of $50 Paid.

Pauline Bell; keeping house of ill-fame. Fine of $50 Paid.

Nellie Otis; keeping house of ill-fame. Fine of $50. Paid.

Kittie Smith; keeping house of ill-fame. Fine of $50 Paid.

Clara Morton; keeping house of ill-fame. Fine of $50. Paid.

Kittie France; keeping house of ill-fame. Fine of $50 Paid.

Lou Davis; keeping house of ill-fame. Fine of $50. Paid.

Lillie Davis; keeping house of ill-fame. Fine of $50. Paid.

J. C. McCarthy; assault and battery. Dismissed.

Probate Court.

[Before Judge O'Gorman.]

In the matter of the estate of Hermann Harff, deceased. Leave granted to administratrix to sell real estate at private sale.

In the matter of the estate of Benjamin Ogle Taloe Executor's accounts examined and allowed and estate assigned to the devisee.

In the matter of the estate of Ellen Barlow. Hearing adjourned to August 29.

To the Editor of the Globe.

In my reply to Rev. Mr. Smith, published in the SUNDAY GLOBE, a few misprints occurred, which you will please allow me to correct. Referring to the quotation from Cardinal Manning, now grown familiar, in which an important clause was suppressed by Mr. Smith, I am made to say: "The passage stood in his printed lecture as complete without quotation marks." Unhappily it stood 'with quotation marks." I said: "The excuse might be admissible;" the word *admissable* would hardly convey my meaning. The Latin quotation from Bellarmine should be quoted 1° and 2° instead of "20," and the English translation should be: "That the pope cannot err in morals good or bad *per se* is proved," first (ex sanctitate ecclesia) Secondly, because, etc., JOHN IRELAND.

Bishop Haven Dying.

PORTLAND, Ore., Aug. 1.—Bishop E. O. Haven, of the Methodist Episcopal church, is lying dangerously ill in this city, and is not expected to recover.

New York Postoffice.

Wm. H. Ware, Esq., assistant general superintendent Third Division Mailing and Distributing department, New York postoffice, in writing concerning St. Jacobs oil, says: The reports from the several superintendents and clerks who have used the Oil agree in praising it highly. It has been found efficacious in cuts, burns, soreness and stiffness of the joints and muscles, and affords a ready relief for rheumatic complaints.

PRELIMINARY STATEMENT BY THE COMMISSIONER OF STATISTICS.

STATE OF MINNESOTA, DEPARTMENT OF STATE, BUREAU OF STATISTICS, ST. PAUL, Aug. 1, 1881.

To the Newspapers of the State:

According to law I hereby present the following statements of the acreage and yield of the principal cereals of the State for the year 1880, and also the acreage for 1881, as compiled by me from official returns made to this bureau.

The total acreage of wheat for 1880, as given in the table below, is 2,960,073 acres, and the acreage of the same cereal for 1881 is 2,960,678 acres, showing an increase of only 6 5 acres.

The crop for 1880 is reported to be 39,371,799 bushels, which gives an average yield per acre for the State of 13.30 bushels.

The average yield per acre for the State of the other principal cereals was, for 1880: Oats, 33 49 bushels; Corn, 31.07 bushels; Barley, 23.21 bushels. And the increase in acreage for 1881 is: Oats, 8.06 per cent.; Corn, 12 62 per cent., and Barley 71 24 per cent.

In regard to this year's wheat crop, the reports differ considerably. Storms and floods have done more or less damage in different localities; and the chinch bugs have spread over a much larger area and have caused some injury. On the whole, however, the latest reports are quite favorable, especially from the northern part of the State, and the prospects are now, that the State will produce a fair crop of wheat, while the other cereals promise more than average results. Very respectfully,

F. S. CHRISTENSEN,

Assistant Secretary of State and Commissioner of Statistics.

COUNTIES.	WHEAT. Acres, 1880.	WHEAT. Bush. 1880.	WHEAT. Yield per acre. Bush.	WHEAT. Acres, 1881.	OATS. Acres, 1880.	OATS. Bush., 1880.	OATS. Yield per acre. Bush.	OATS. Acres, 1881.	CORN. Acres, 1880.	CORN. Bush., 1880.	CORN. Yield per acre. Bush.	CORN. Acres, 1881.	BARLEY. Acres, 1880.	BARLEY. Bush., 1880.	BARLEY. Yield per acre. Bush.	BARLEY. Acres, 1881.
Anoka	8,445	113,285	13.41	9,461	2,130	54,952	25.80	2,339	3,437	102,425	29.81	4,190	26	424	16.30	11
Becker	15,421	230,654	14.95	18,900	5,022	187,477	37.33	5,708	80	2,040	25.50	115	504	13,681	27.14	787
Benton	6,238	88,126	14.12	7,727	1,510	45,684	29.63	2,023	775	17,829	23.00	1,028	41	828	20.19	130
Big Stone	13,478	182,003	13.50	17,000	3,966	126,911	32.09	5,400	875	19,250	22.00	1,500	383	9,575	25.00	500
Blue Earth	93,623	1,258,076	13.43	88,883	21,067	758,454	36.00	20,919	19,872	626,944	31.54	19,346	1,913	44,147	23.02	2,058
Brown	51,524	704,652	13.67	50,132	12,686	501,116	39.50	12,746	9,168	242,345	26.43	7,679	1,448	43,469	30.02	2,130
Carver	34,008	733,062	21.56	36,331	5,928	274,147	46.25	6,125	6,338	270,730	42.71	6,860	907	25,563	28.18	1,084
Chippewa	29,923	406,383	13.50	35,429	7,519	250,995	33.35	7,465	2,113	56,532	26.75	2,247	512	15,360	30.00	1,051
Chisago	9,055	123,284	13.61	9,576	2,696	90,907	33.72	3,424	1,269	34,701	27.34	1,550	127	2,545	20.04	171
Clay	28,444	479,833	16.87	37,707	6,966	234,399	33.64	10,205	58	879	15.16	78	476	10,950	23.00	805
Cottonwood	26,809	235,596	8.78	19,650	8,833	272,296	30.80	8,728	5,835	139,977	23.98	4,206	1,839	26,671	14.50	2,636
Dakota	115,197	1,439,469	12.49	114,495	23,398	774,309	33.08	23,978	13,417	449,969	33.53	13,719	2,439	65,670	26.92	4,481
Dodge	85,074	818,735	9.62	82,634	18,350	545,099	29.56	20,446	9,258	286,843	30.97	12,463	5,379	127,174	23.62	8,976
Douglas	28,807	459,120	15.94	32,252	6,409	232,239	36.23	7,250	817	26,765	32.76	1,192	423	9,836	23.23	876
Faribault	57,299	655,339	11.43	46,625	17,577	670,035	39.25	16,714	15,065	498,295	32.74	13,023	1,288	29,761	23.10	1,236
Fillmore	138,844	1,079,851	776	107,287	34,914	946,521	27.11	40,592	27,394	926,314	33.81	40,056	10,474	212,983	20.33	19,478
Freeborn	111,461	1,444,527	12.96	105,824	24,091	750,650	31.16	23,592	15,456	541,226	35.01	20,302	2,263	53,547	23.66	3,410
Goodhue	191,373	2,740,962	14.32	191,942	34,756	1,150,648	33.11	32,380	15,901	572,953	36.03	21,125	12,830	348,197	27.14	20,997
Grant	18,969	273,693	14.42	22,663	4,705	136,318	28.97	5,212	99	2,363	23.86	194	354	7,274	20.54	659
Hennepin	49,260	876,163	17.79	51,959	10,914	421,357	38.60	11,866	16,287	565,688	34.74	17,114	149	4,559	30.60	202
Houston	51,779	500,886	9.67	42,952	14,750	446,255	30.28	15,972	21,752	682,501	31.38	26,509	3,128	63,348	20.54	4,770
Isanti	10,894	124,795	11.46	12,592	2,228	59,626	26.76	2,721	2,032	41,084	20.21	2,573	44	826	18.77	28
Jackson	11,593	121,368	10.47	8,544	6,672	224,426	33.63	5,792	5,408	126,734	23.43	3,981	1,039	29,992	28.09	1,390
Kanabec	363	3,124	8.61	815	165	4,511	27.34	319	32	1,183	36.97	52	12	203	16.91	12
Kandiyohi	62,100	999,639	16.09	70,503	12,996	500,052	38.47	15,439	2,601	87,735	33.73	3,189	619	17,604	28.43	865
Kittson	792	15,131	19.10	4,241	495	14,324	28.85	2,057				11	91	2,472	27.16	139
Lac Qui Parle	27,348	433,154	15.84	36,725	5,063	173,178	34.20	6,904	2,270	42,428	18.69	2,523	371	8,478	22.85	889
Lake					23	435	18.91	16					3	44	14.66	2
Le Sueur	36,614	670,791	18.32	39,379	12,674	401,554	31.68	13,701	17,664	690,533	39.09	19,096	1,124	31,381	27.92	1,321
Lincoln	11,880	184,953	15.56	16,572	2,524	77,935	30.87	2,908	943	15,484	16.41	804	805	10,939	13.57	1,132
Lyons	36,983	468,904	12.67	38,006	8,616	292,729	33.97	9,460	4,010	91,911	22.92	3,754	1,425	37,757	26.49	1,881
McLeod	40,778	684,256	16.78	43,269	8,824	395,197	44.56	10,538	4,847	179,114	36.94	5,397	526	14,436	27.44	734
Marshal	1,121	17,367	15.49	4,603	333	7,367	22.12	1,337				7	23	491	21.34	65
Martin	11,068	102,650	9.05	10,148	10,208	318,843	31.24	9,869	12,270	311,608	25.39	10,328	1,394	26,675	19.13	1,367
Meeker	39,368	662,267	16.78	44,700	8,588	328,802	38.29	8,800	3,202	101,486	31.69	3,787	372	9,580	25.76	375
Mille Lacs	1,000	13,521	13.52	982	508	11,278	22.20	598	672	17,028	25.34	717	15	226	15.06	19
Morrison	14,576	259,016	17.77	19,454	3,878	132,700	34.22	5,019	1,210	39,893	32.96	1,602	140	4,106	29.32	410
Mower	105,754	915,715	8.65	83,589	25,548	573,009	22.43	27,598	9,840	223,441	22.66	17,179	7,268	127,350	17.52	13,028
Murray	12,417	126,630	10.19	10,044	4,542	137,809	30.34	4,387	2,697	55,869	20.71	1,765	727	19,307	26.55	1,225
Nicollet	58,095	866,943	14.09	58,577	11,417	467,034	40.90	13,286	6,611	229,317	34.69	6,818	901	30,115	33.42	915
Nobles	13,703	156,536	11.42	11,698	6,771	185,452	28.89	5,515	6,710	147,603	21.98	3,458	648	15,733	24.28	1,243
Olmsted	134,923	1,167,531	9.65	109,752	28,337	874,964	30.87	30,140	16,249	491,042	30.22	23,574	15,638	343,969	21.99	29,761
Otter Tail	67,877	1,200,117	17.68	78,491	16,194	596,165	36.81	19,489	1,954	49,392	25.28	2,167	940	23,184	21.66	1,745
Pine	234	2,836	12.12	232	98	2,810	28.67	202	52	2,134	41.01	78	4	56	14.00	28
Pipe Stone	6,979	98,849	14.16	9,600	3,909	92,228	23.59	2,965	1,162	21,543	18.53	916	421	10,226	24.29	1,061
Polk	63,135	1,035,428	16.40	80,748	14,331	470,270	32.81	18,881	6	120	20.00	18	688	18,785	27.30	2,324
Pope	36,128	616,879	17.07	43,861	8,704	259,081	29.76	10,285	689	17,843	25.89	1,085	470	12,164	25.88	972
Ramsey	8,318	128,254	15.41	9,092	2,242	87,081	38.84	2,599	1,331	55,900	41.98	1,786	144	4,795	33.29	281
Redwood	36,320	444,757	12.24	31,707	11,418	309,453	27.10	11,531	5,622	147,297	26.20	4,395	1,624	39,892	24.56	2,918
Renville	69,823	949,091	13.59	78,611	15,794	584,597	37.01	17,740	6,110	172,642	28.25	6,029	1,540	41,358	26.85	1,871
Rice	74,084	1,130,256	15.25	74,549	12,843	563,788	43.89	13,977	11,079	390,956	35.28	12,425	1,450	23,175	15.98	739
Rock	32,958	449,500	13.63	26,870	10,986	319,674	29.09	8,998	10,330	283,250	27.42	6,660	1,630	38,868	23.81	2,261
Scott	37,743	673,585	17.85	40,597	6,118	239,560	39.15	6,341	6,841	237,194	34.67	7,351	286	8,191	28.64	393
Sherburne	10,127	143,910	14.21	13,679	1,846	51,781	27.05	2,843	4,646	98,399	21.18	5,780	22	472	21.45	36
Sibley	48,686	781,524	16.05	51,378	11,480	474,031	41.29	12,275	6,723	188,096	27.97	6,796	974	27,655	28.39	1,172
Stearns	75,453	1,111,680	14.73	79,316	18,027	607,835	33.72	20,338	6,883	178,938	25.99	8,829	559	13,236	23.67	1,004
Steele	69,977	969,549	13.85	68,376	12,320	462,167	37.51	11,698	8,526	295,362	34.64	10,262	661	16,062	24.29	1,257
Stevens	38,249	478,656	12.51	40,660	10,609	291,928	27.51	12,070	356	8,552	24.02	598	873	12,411	14.23	1,974
St. Louis	41	399	9.72	32	89	1,035	11.63	111					20	181	9.05	22
Swift	45,878	529,720	11.54	49,747	9,644	289,751	30.04	10,900	1,428	34,770	24.34	1,618	782	16,966	21.69	1,342
Todd	11,062	164,111	14.83	12,357	2,607	89,182	34.19	3,418	857	22,918	26.74	1,076	110	2,422	22.01	227
Traverse	4,855	71,245	14.67	10,077	1,272	38,265	30.08	2,313	376	5,673	15.09	558	109	3,045	27.93	140
Wabasha	101,497	1,159,935	11.42	91,905	17,966	560,792	31.21	19,232	14,081	419,635	29.80	18,280	11,040	237,107	21.48	21,455
Wadena	4,324	76,499	17.69	6,574	814	28,232	34.68	1,412	310	8,319	26.83	398	70	1,978	28.25	100
Waseca	70,793	1,023,070	14.45	63,572	12,299	543,009	44.15	11,362	8,533	287,139	33.65	9,600	680	17,208	25.30	945
Washington	46,724	726,380	14.91	46,880	9,104	345,906	37.99	10,207	7,114	264,396	37.15	8,022	2,283	68,782	30.12	3,768
Watonwan	19,522	199,801	10.23	15,544	8,905	286,722	32.19	7,642	7,273	202,958	27.90	5,628	807	18,157	22.49	1,028
Wilkin	9,871	144,424	10.23	17,838	2,608	82,525	31.61	5,188	33	744	22.54	87	138	3,541	25.59	449
Winona	100,682	1,096,017	10.89	88,251	19,573	650,430	33.22	22,308	13,524	423,238	31.29	18,345	9,409	224,857	23.89	19,126
Wright	39,075	702,869	17.98	40,243	6,606	261,368	40.02	6,491	9,814	305,517	31.13	9,439	323	10,337	32.00	425
Yellow Medicine	31,257	424,438	13.57	37,650	5,795	224,234	38.69	6,655	2,320	60,174	21.62	2,808	366	8,974	24.51	677
Totals	2,960,073	39,371,799	13.30	2,960,678	682,831	22,868,790	33.49	737,907	422,507	13,128,264	31.07	475,847	118,511	2,751,418	23.21	202.94

LEGALIZED ROBBERY.

The Tax Law by Which People Will Lose Their Property.

AN ACT to enforce the payment of taxes which become delinquent in and prior to the year eighteen hundred and seventy-nine.

Be it enacted by the Legislature of the State of Minnesota:

Section 1. At the time of making the list of delinquent taxes for the present year, as required by section 70 of the general tax law, the auditor of each county shall make out and append to such delinquent list a list of all taxes upon real estate in the county which appear to have become delinquent in the year 1879, or any prior year or years, and have not been satisfied by payment, redemption, or sale of the real estate to actual purchasers. Such list shall include all taxes upon any real estate which may have been at any tax sale struck off to, or declared to be forfeited to the State, whether such sale or forfeiture was valid or invalid; and it shall also contain a description of each piece or parcel of land upon which such taxes shall not have been paid or satisfied as aforesaid, and opposite such description the name of the owner to whom assessed, if known, and if unknown shall so state, and the amount of taxes, principal and interest, due thereon, according to the provisions of this act.

Sec. 2. The same procedings shall be had with reference to advertisement, judgment and sale of the property described in such forfeited lists, as are required by the general tax law for advertisement, judgment and sale of property described in the regular delinquent list, but separate tax judgment and copy tax judgment books shall be provided for the forfeited lists.

Sec. 3. Any person having an interest in any tract or parcel of real estate included in such forfeited list may redeem the same at any time before the sale thereof, as hereinafter provided, by paying into the county treasury the original amount of taxes due thereon, with ten per cent. per annum interest on the amount during the time said taxes have been delinquent, together with all costs of proceedings herein described.

Sec. 4. The sale herein provided for shall be made by the county auditor at his office immediately following the delinquent sale in September, and shall be absolute and final. The auditor shall sell such forfeited property at public vendue, each piece or parcel separately in the order described on the copy judgment book and by the description therein. In offering such property for sale, he shall state the amount of taxes, interest and costs due thereon, as herein before provided for redemption thereof, and he shall first offer each piece or parcel to the highest bidder therefor, but if no bidder shall offer to pay such amount due, or more, he shall then offer the same to the bidder that will pay the highest sum less than the amount or taxes, interest and costs due. The county treasurer shall attend at the sale and receive all money paid thereon.

Sec. 5. The auditor shall execute to the purchaser of any piece or parcel of property at such sale a certificate, which may be substantially in the following form:

I, , auditor of the county of , do hereby certify that, at the sale of forfeited lands pursuant to real estate tax judgment entered in the district court in the county of , on the day of , 18 , in proceedings to enforce payment of taxes upon real estate delinquent in the year 1879, and for prior years, for the county of , which said sale was held at , in said county of , on the day of , the following described piece or parcel of land, situate in said county of , State of Minnesota, to-wit: was offered for sale to the highest bidder, and at said sale I did sell the said piece or parcel of land to , for the sum of dollars, that being the highest sum bid therefor, and he having paid said sum, I do therefore, in consideration thereof and pursuant to the statute in such case made and provided, convey the said piece or parcel of land in fee simple to said , his heirs and assigns forever.

Witness my hand and official seal this day of 18 .

County Auditor.

Such certificate shall pass to the purchaser the estate therein described, without any other act or deed whatever, and may be recorded as deeds of real estate, and the record of such certificate shall have the same force and effect as evidence or otherwise, as the records of deeds of real estate. If any purchaser shall purchase at said sale morethan one piece or parcel of land, all of the pieces or parcels so purchased may be included in the same certificate.

Sec. 6. Said certificate or a copy of the record thereof shall be prima facie evidence that the title to the tract or tracts of land therein mentioned is in the person named in said certificate.

Sec. 7. When any piece or parcel of land shall be sold, the purchaser shall be entitled to immediate possession of the piece or parcel purchased by him, and if on demand and presentation of the certificate of sale, the person in possession of the piece or parcel refuse or neglect to deliver such possession, such person may be proceeded against as a person holding over the termination of his estate, which proceeding may be instituted and prosecuted under the provisions of chapter 84 of the general statutes; and the judgment and sale herein provided for shall not be set aside, unless the action in which the validity of the judgmant or sale shall be called into question, or the defense to any action alleging its invalidity be brought within nine months from the date of said sale; except that in case any tract or parcel shall be included in any such judgment when such taxes shall have been paid, or such property was exempt from taxation, that said judgment and sale shall be void, upon proof at any time that such taxes have been paid or such property was exempt.

Sec. 8. The proceeds of such sale shall be distributed to the several funds for which the taxes were levied, except in cases where the property may be sold for less than the original amount of such taxes, when the State tax shall be first satisfied, and the remainder, if any, shall be apportioned to the other funds pro rata, and in no case shall any piece or parcel be sold for any sum less than the amount of State tax due thereon.

Sec. 9. All pieces or parcels of land remaining unsold at such sale shall thereafter be stricken from the tax lists, and shall be subsequently sold, as provided by section 101 of the general tax law.

Sec. 10. This act shall take effect and be in force from and after its passage.

Approved March 7, 1881.

The following is section 101 of the general tax law alluded to above:

Sec. 101. All pieces or parcels of real property bid in for the State under the provisions of this act, and not redeemed within two years from the date of sale, shall become the absolute property of the State, and may be disposed of by the county auditor, at public or private sale as the auditor of state may direct, subject to such rules and restrictions as he may prescribe. All tracts or lots becoming so forfeited to the State, shall be stricken from the tax lists, and shall not be assessed or taxed until sold to an actual purchaser. The county auditor shall, when required by the auditor of state, make out and transmit to him a list of all forfeited lands and lots, showing the date of forfeiture, assessed valuation, amount of taxes, penalties, interest and costs, due on each description of property, and no tract or lot shall be sold for less than the amount so shown to be due thereon, unless such amount exceeds the actual value of the property, in which case it may be sold for such sum as it will bring at public or private sale. Any person having an interest in or lien upon any piece or parcel of forfeited land, may redeem the same at any time after forfeiture, and before sale thereof, by paying the amount due thereon.

Butchers' Strike, New York City.

NEW YORK, July 31.—The butchers of this city struck yesterday morning for an increase of wages. There was no time for argument as orders must be filled and no way except by agreeing to the terms of the men. The bosses were rendered helpless from the fact that the deserters refused to work with any but union men. In all the houses on the East side, with a single exception, enough of the men were put to work to fill out the orders of the day, but with no other agreement than they should be paid according to their demands.

HARTMAN'S MISSION.

What the Noted Nihilist Has to Say of Affairs in Russia and the Object of His Visit to America.

NEW YORK, July 31.—Leo Hartman, nihilist, says his presence here is a desire to gain the sympathy of the American people for those struggling for liberty in Russia. "We wish to show that a change of government is necessary. Sympathy once aroused will have influence on the conservative element in Russia as well as encourage the revolutionary party. Before coming here I judged from the tone of the newspapers published in this country that the people were little acquainted with nihilism, much less in fact than in England. It has been said I intended to form a nihilist organization here. This is false. It is reported that Geneva has been a nihilist center in Europe."

"Have you any fear of extradition?"

"Not the least," replied the nihilist, laughing. "The question was never raised in England at all while I was there. It was only on my arrival here that it was raised for the first time. An attempt might be made to kidnap me. What we wish is a general congress elected by the people to frame a constitution; in a word, a constitutional government. If there is no change of policy, the czar will die. If his successor pursues a similar policy he will be killed, and soon. The misery of the people is increasing daily, and the spirit of revolt is increasing with the weight of their burdens. In Russia there is no middle class, and consequently oppression of the government falls directly on the working classes. It is a struggle between them and the government. You see, therefore, to gain liberty you must practically annihilate the governmet.

Rescued from Death.

The following statement from William J Coughlin of Summerville, Mass., is so remarkable that we beg to ask for it the attention of our readers. He says: "In the fall of 1876 I was taken with a violent bleeding of the lungs followed by a severe cough. I soon began to lose my appetite and flesh. I was so weak at one time that I could not leave my bed. In the summer of 1877 I was admitted to the city hospital. While there the doctors said I had a hole in my left lung as big as a half dollar. I expended over a hundred dollars in doctors and medicines. I was so far gone at one time a report went around that I was dead. I gave up hope, but a friend told me of Dr. William Hall's Balsam for the Lungs. I laughed at my friends, thinking that my case was incurable, but I got a bottle to satisfy them, when, to my surprise and gratification, I commenced to feel better. My hope, once dead, began to revive, and to-day I feel in better spirit than I have the past three years.

I write this hoping you will publish it, so that every one afflicted with Diseased Lungs will be induced to take Dr. Wm. Hall's Balsam for the Lungs, and be convinced that consumption can be cured. I have taken two bottles, and can positively say that it has done more good than all the other medicines I have taken since my sickness. My cough has almost entirely disappeared, and I shall soon be able to go to work. Sold by all druggists.

Health and Happiness.

It seems strange that anyone will suffer from the many derangements brought on by any impure condition of the blood, when Scovill's Blood and Liver Syrup will restore perfect health to the physiccal organization. It is indeed a strengthening syrup, pleasant to take, and has proven itself to be the best blood purifier ever discovered, effectually curing Scrofula, Syphilitic disorders, Weakness of the Kidneys, all Nervous disorders and Debility. It corrects indigestion. It makes the old feel young, and the young feel gay; and will invariably drive out of the system the many ills that human flesh is heir too. A single bottle will prove to you its merits as a health renewer, for it acts like a charm, especially when the complaint is of an exhaustive nature, having a tendency to lessen the natural vigor of the brain and nervous system.