

COUNTY COMMISSIONERS.

The Regular Meeting Yesterday—A Dispute with the Auditor—Assessor Beaumont's Claim—Resignation of Abstract Clerk Oliver—Monthly Reports of Officers.

The County Commissioners of Ramsey county held their regular monthly meeting yesterday morning. Those present were Mayor Rice, ex-officio chairman; Messrs Quinn, Wiley, Ames, Pottgieser, Kreh and Schurmeier.

A WORD FROM THE AUDITOR. At a former meeting the Auditor sent in a communication to the Board giving his reasons for not complying with a resolution of the Board, requiring him to draw a warrant to take up a note previously paid by the county treasurer without authority of law.

MR. BEAUMONT'S ASSISTANTS. Mr. Beaumont, assessor for the county, appeared before the board and asked to be allowed \$9,453, claiming that he had advanced that sum in the payment of assistants from his own salary, which should have been paid by the county.

RESIGNS. A communication from John B. Olivier, resigning as abstract clerk, was read by the auditor.

UPON MOTION OF COMMISSIONER POTTGIESER a committee of three was appointed to wait upon Mr. Olivier to see if his resignation was peremptory, for which purpose a recess of ten minutes was taken.

UPON REASSEMBLING THE committee reported the resignation positive, to take effect the 15th inst., and the same was accepted. Commissioner Pottgieser nominated Mr. J. O. Vervais, and Commissioner Wiley, Mr. Charles Passavant, for the position.

REPORTS OF OFFICERS. Reports of officers were submitted as follows: Auditor—Receipts..... \$500 00 Disbursements..... 150 00 Balance..... \$350 00 Abstract clerk—Receipts..... \$878 40 Uncollected..... 860 10 Total..... \$1,258 00 Disbursements..... 422 00 Balance..... \$766 50

BOARD OF CONTROL. A discussion ensued upon a motion of Commissioner Kreh, appropriating \$800 for the month of May, resulting in the adoption of a resolution appropriating \$438.44 in addition to \$800 previously appropriated, and also limiting the expenditure for the current month to \$800.

THANKS TO MAYOR RICE. The following resolution by Mr. Puinn was adopted:

Resolved, That the thanks of this board are hereby tendered to our chairman, the Honorable Edmund Rice, for the able and courteous manner in which he has presided over our deliberations during the last two years, and the aid and counsel we have received from him in the discharge of our duties.

MISCELLANEOUS. Sheriff O'Gorman reported the names of persons selling liquor in the county without licenses, and the matter was referred to the county attorney.

Petitions were presented from New Canada, Mounds View, Reserve and Rose towns, asking appropriations for roads. Mr. Pottgieser from the committee on roads and bridges reported that at a conference with the railroad companies, they had agreed to build an iron bridge across the tracks on University avenue provided the county build the approaches. Report accepted.

THE MAY TERM.

The Grand Jury not on Hand at the Criminal Court—The Criminal Cases on the Docket.

The district court for Ramsey county met yesterday morning. On calling the grand jury it was found that some of the members were not present. The Court therefore dismissed them till this morning and ordered a venire for five more persons to serve as members of the grand jury, returnable at 10 a. m. to-day. The Court then proceeded to call the civil calendar after which it took a recess till 2 o'clock, when it met again and adjourned without doing anything important till 10 a. m. to-day.

THE CRIMINAL CASES.

The calendar is pretty well cleaned up as to criminal cases. There are usually about two hundred cases per year, but now there is hardly a baker's dozen on the list for this term, as follows:

W. H. Mansfield and R. S. Paine, charged with a false pretense in getting money from a man named Hanson, at the depot, on the usual swindling game. Mansfield forfeited his bail, and Hanson is a lumberman. As he is now in the lumber camp it will be difficult to reach him and more difficult to get him here as a witness.

Daniel Hopkins and Daniel Meighan, accused of assault and being armed with a deadly weapon.

Mary J. France, keeping house of ill fame; bail forfeited.

Pauline Bell, keeping house of ill fame; bail forfeited.

George Morgan, keeping a gambling house.

Jennie Bateson, keeping house of ill fame; bail forfeited.

W. D. Smith and J. Hamilton, charged with burglary. Smith is dead. Hamilton broke jail and was arrested by a sheriff in Michigan, where he is now held.

I. F. Stoddard, five indictments charging with forgery.

Maurice H. Roane and Joe Cunliff, charged with robbery.

M. Koch, A. Wheelan, John Shanley and John Corrigan, robbery.

R. A. First, charged with obtaining money under false pretenses; three indictments.

Henry Wilson, Harry Randolph and William Finnegan, charged with larceny. The criminal cases will be taken up week after next.

"Rough on Rats." "Rough on Bats." Clears out rats, mice, roaches, bed-bugs, flies, ants, moles, chipmunks, gophers, etc.

THE COURTS.

Supreme Court.

The twentieth day's session opened with all the justices present, and the following business was transacted:

Andrew J. Smith, respondent, vs. Daniel A. Park, Cornelia Park, et al., appellants. Argued by counsel for both parties and submitted.

Agatha Klein, appellant, vs. the St. Paul, Minneapolis & Manitoba Railway Company, respondent. Argued by counsel for both and submitted.

Adjourned to 9:30 a. m. Wednesday. DECISIONS RENDERED.

Syllabus—Jacob H. Kling, respondent, vs. E. D. Child, appellant.

It is only the defendant whose property has been attached to whom section 157, chapter 6, general statutes of 1878, gives the right to procure the discharge of the attachment upon executing a bond to the plaintiff in the writ. A stranger to the suit, although he has an interest in the attached property, has not this right. But the order of attaching the writ of attachment was not void but merely voidable and the plaintiff such order vacated the lien of the plaintiff in the writ upon the attached premises was discharged, and, at least against such intermediate holder was not required, in order to save his rights, to offer or attempt to redeem within the limit fixed by statute after his attachment was discharged.

In a suit by such attaching creditor against such stranger by whose unauthorized acts he has been thus deprived of the privilege of redeeming the attached premises within the statutory period, asking to be still allowed to redeem, it is not necessary that the complaint allege a tender or contain an offer to pay the amount due. If it state facts showing that the plaintiff had a statutory right of redemption and that he was wrongfully deprived of it by the unlawful acts of defendant, it states a cause of action.

Order affirmed. MITCHELL, J.

Syllabus—Harvey E. Jones, appellant, vs. Cyrus King, respondent.

This action was brought to recover \$26.60 for board furnished by plaintiff to respondent. The answer admitted the furnishing of the board and its value as alleged in the complaint, but alleged by way of defense that it was furnished under an express contract between plaintiff and one W. T. W. and not defendant was to pay for it and that plaintiff was to furnish it on W's account and pay for it.

Held—That the verdict was sufficient to sustain the judgment. That it fully responded to the issue made by the pleadings and can be made sufficiently certain by reference to the record.

The question of value not being in issue and the amount of plaintiff's recovery being stated in the pleadings and following the conclusion of law defendant or W, was liable. The jury found the following verdict: "We, the jury find for the plaintiff," upon which the court entered judgment for plaintiff for \$26.60.

Held—That the verdict was sufficient to sustain the judgment. That it fully responded to the issue made by the pleadings and can be made sufficiently certain by reference to the record.

The question of value not being in issue and the amount of plaintiff's recovery being stated in the pleadings and following the conclusion of law defendant or W, was liable. The jury found the following verdict: "We, the jury find for the plaintiff," upon which the court entered judgment for plaintiff for \$26.60.

Syllabus—In the matter of the appropriation and condemnation of so much of block four, in Harmon's addition, as lies between Hawthorn and Linden avenues and Twelfth and Thirteenth streets, in the city of Minneapolis, etc., the city of Minneapolis, respondent, vs. Mary J. Wilkin, appellant.

In proceedings under chapter 10, of the charter of the city of Minneapolis (chapter 76, special laws of 1881), to condemn private property for the purposes of a public park, whereupon appeal to the district court, re-appraisal is had by a new commission appointed by the court, the value of the property must be assessed with reference to its condition and value at the date of the original report of the commission appointed by the city council, and the land owned is entitled to interest on this new award from the date of the filing of such original report.

Cause remanded with directions to the court below to modify the order. Ordered accordingly. MITCHELL, J.

Syllabus—Rush B. Wheeler, appellant, vs. Orlando C. Merriam, respondent.

The provisions of section 15, chapter 75, general statutes of 1878, commonly known as the "occupying claimant act," apply only to improvements made on land under color of title in fee. Hence the occupant is not entitled to compensation for improvements made before he acquired such color of title.

A grantee does not occupy a better position in regard to improvements made by his grantor, than the latter himself occupies. Hence to entitle him to recover for such improvements he must show that his grantor was within the provisions of the statute when he made the improvements.

A quit claim deed purporting to revise, release and convey all the grantor's interest in and to the premises and containing the following: "Intending hereby to convey only my title to said land required by the purchase of the same for taxes for the year 1864 and previous years," is sufficient to constitute "color of title in fee."

Held by the court that the title conveyed is only a tax title and not of itself charge the grantee with actual notice of the infirmities in such title, although appearing of record.

AMERICAN PORK.

How it Has Come Into Disrepute in Germany—Suggestions for a Remedy.

New York, May 1.—The committee of importers of pork products at Hamburg writes the chamber of commerce here that a pamphlet by T. Brett, of New York, is mainly responsible for the prohibition of the importation of American bacon, and says the chamber should make it publicly known that the pamphlet should be considered a mere stroke of business enterprise and no importance whatever must be paid to its remarks.

The committee adds: "Some remarks of the New York Staats Zeitung with reference to American pork, to the effect that dead hogs are used for the manufacture of lard, and that the product of hogs used for merchantable purposes is called 'Lard A 1,' have done the greatest harm, and contributed towards establishing a prejudice against American hog products with some members of our government who, without any experience of the matter, take a theoretical view of it, and seem to think the public may be led to believe this lard is also for the same purpose, and everybody acquainted with the trade knows it is impossible. Nevertheless we would recommend that for this name be substituted another, perhaps 'Refuse A 1,' which would render a misunderstanding of that kind impossible. Any term that does not contain the word 'Lard' would suit this purpose. In order to secure a repeal of the prohibition of importance, your government should take the trouble of making the necessary investigations which would establish the following facts:

First.—That no diseased hogs, or dead hogs, are used for the export trade.

Second.—That the examination of goods when shipped is a very strict one, so much so only fully cured and wholesome meat can pass it. When the opinion of our leading men has changed again in favor of importation, such investigations can only have a beneficial influence on the whole trade in American products in general. At the same time they certainly will prove the best means of removing the existing prejudice, and securing a repeal of the prohibition lately issued. It is, however, evident that measures of this kind, every effort in this direction, can be of benefit only when backed by your government, and if upon such official examinations prohibition appears to be based on false assertions, a repeal of the prohibition ought to be obtained.

AARON BURR'S PISTOLS.

A Formidable Pair of Weapons, with One of which Hamilton was Killed.

Louisville Courier-Journal.

Some weeks ago I ran across perhaps the most famous and fatal firearms on this continent, the superb dueling pistols of Aaron Burr. They are a bone-breaking pair of the finest caliber, and the property of Capt. Brent Hopkins of this city. One of these pistols killed the gall that killed Alexander Hamilton at Weehawken.

The weapons have surely a blood-stained history. They have been used with fatal effect in eleven duels. Among the sanguinary combats Pettie, of Virginia, killed Biddle on Bloody Island near St. Louis; Edward Towns, of Virginia, killed a Frenchman near New Orleans; Capt. Sam. Goode Hopkins killed a Spanish courier near Madrid, Mo.; Hugh Brent killed a man from Georgia on Diamond Island, below New Orleans, Ky. They were used several times in Virginia, twice in South Carolina, and more than once in Kentucky with deadly effect.

English Professional Beauties.

The English professional beauties seem to bring bad luck to their husbands, no matter how many shekels they may stow away in their own purses. Everyone knows of the story of poor Mr. Langtry and his ruined fortunes, and now comes another claimant for royal sympathies. Mr. Langtry's wife, Mrs. Langtry, has been seen in America with her husband, Mr. Mackintosh's creditors in New York, and give up the hope of seeing him, they had the satisfaction of hearing from him. He has sent them his schedule in bankruptcy.

An Iowa Romance.

[Missouri Valley La. Letter.] A case of romance in real life to a small degree, and another proof of woman's devotion, was transpired here. Three years ago Richard Crockett, a young man of 25, left England to seek his fortune in this country, leaving behind him Miss Ethel Etheridge, to whom he was engaged, the marriage to take place as soon as he had provided a home. Coming West, he soon established himself in business in Missouri Valley Ia. Six weeks ago he wrote to his betrothed, and last week there came to him a cablegram that "she was coming." A few days more and another ship was seen at the wharf, and he had arrived safely in America with his bride, and with his property.

Lapham Not to be Outdone by a Quack. [Jackson (Mich.) Star.] Among the arrivals at the Hibbard House was the Hon. E. G. Lapham, United States Senator from New York, who comes here to look after some real estate investments that he has in Leoni, four miles east of the city.

Said he to a reporter in an animated tone: "The first solid satisfaction I ever got in Michigan came about a year ago. In the spring of 1881 I was taken sick with bilious fever at Tecumseh, and a doctor from Adrian came and poured calomel into me until I was nearly dead. Finally Dr. Spaulding of Sylvania came, and stayed by me until he cured me. Well, this fellow, whose name I can't recall, pre-

vented a bill of \$68 for nine visits at the rate of \$7 a visit. I paid him in money on the wild-cat bank of Clinton, and the day after I paid him the bank busted. That's the first real satisfaction I have experienced in Michigan, and I recall it with pleasure, for he salivated me dreadfully!" and the Senator laughed heartily.

BROTHER LUMLEY'S WISDOM.

In No Hasten to Don Mourning for a Missing Club Member.

A letter from Pekin, Ill., announced that Brother, Douglas Lumley, a member of the Lime-Kiln Club in good standing at the place, had suddenly turned up missing, and was supposed to have met with foul play. The Secretary of the club was instructed to open a correspondence and ascertain:

1. If Brother Lumley's books balanced.

2. If he had any funds in charge belonging to any club, organization or estate.

"When a person am suddenly missing in this day and age," added the President, "it don't follow that we must rush into mourning." We will wait a little. If it can be shown that Brother Lumley had no particular reason for desiring a change of climate just at this time, we will cheerfully look upon him as havin' tumbled in to der ribber or squinted down a gun bar'l to see if it wa' loaded."

The Committee on Finance reported that they had carefully examined the several plans and drawings submitted by various individuals for a new Pottgieser Hall, and had been compelled to reject each and all. Some showed a too expensive building, others were at fault in style. Only one plan had anything to recommend it. That was the one submitted by Samuel Shin, which provided for a hall with three elevators, thirteen fire escapes, a balcony from which to see cirrus processions and Turkish divans all around the lodge room. The committee were ordered to advertise for other plans and make another report in June.

The Profits of Authors.

[Letter to the London Spectator.] Mr. Kegan Paul, in his article in the Fortnightly Review on "The Production of Life of Books," tells us many things of interest for the first time, writers of books, in themselves no inconsiderable public, and in the second, readers generally. He devotes one paragraph to the payment of authors, or rather to the methods of payment. On this subject I should like, with your leave, to say something which shall be, in part, drawn from my experience. Mr. Paul, as I have said, condemns the system of "half profit." It is, he says, "misleading and unsatisfactory."

He is not content upon the publisher a great amount of trouble and labor, apart from the long delay which it involves, if it does not cause, has no reason to love it. An account of items which there are no possible means of checking is an obvious absurdity. It is only natural to vaguely suspect the charges which it is impossible to verify. Are these prices for printing, for paper, for binding, real or nominal, as nominal as the "publishing price" of a book? And this charge for advertising, how is it made up? Is not the news allowed a considerable "commission" of which the publisher is not the author gets the benefit? Why should I be doubted, as I remember I once was, with a "share of trade dinner," or with "trade expenses," snidely the concern of the publisher only? The "royalty" system which Mr. Paul advocates has the merit of simplicity and economy of trouble. The publisher has only, as regards the author, to keep an account of the copies sold. Payment might be made, I suppose, within a short time of a certain number having been reached in the case of a first edition, or within a stipulated time after the publication of a second or subsequent edition. My own experience of the royalty system has been perfectly satisfactory.

But either the "half profit" or the "royalty" system is to be chosen, rather than the "sale of copyright." Mr. Paul prefers this for a certain class of books, as, for instance, for the "ordinary novel." Possibly he is right, though what may seem at the time to be an "ordinary" novel may turn out in the end to be something very extraordinary. If "Jane Eyre" or the "Scenes of Clerical Life" had been sold for a lump sum the arrangement would not have been by any means "good for the author," to use Mr. Paul's expression. My own experience on this point is so striking that I give it in some detail, though I cannot hope that experience will avail much, in the face of necessity.

Something like a quarter of a century ago, I published a volume which achieved a considerable success, and still holds its ground. My name was then unknown, and I had to pay the publisher a certain sum by way of guarantee against loss. Four years afterward I sold the copyright, receiving for it and for other work done, just as much as I had advanced, the advance being repaid at the same time. I was very poor in those days; I wanted very much to get into the United States, and on a day when we were all wearying for fresh air, came the check. I had not asked for it; it was offered by the publisher. I do not blame him; he took the legitimate advantage which every trader takes of his own means and the workman's wants. But it was a good bargain for him, and a bad one for me. I know this is a certainty, because I have since published a precisely similar volume, which had about the same measure of success.

Of this I have retained the copyright, and I receive for it annually nearly as much as I got for the fee simple of the other. I can give, again from my own experience, another instance to the same effect. Some years ago I wrote or compiled sundry small books. Other gentlemen who were associated with me did the same. They sold their copyrights for, say, £20 a piece. (I do not give the true figures, not wishing my good friend, the publisher, to identify them, but I guarantee their proportional accuracy.) I, however, and I now annually receive for some of these volumes more than the total sum paid to my colleagues, while in one case the income has amounted to nearly three times as much. Let me say, then, to my brother authors, with all possible emphasis, don't sell your copyright.

Lawyer Bigelow's Fee.

A Washington dispatch of the 27th inst. says: Dry Bed's men through the chancery, to day filed an answer to the chancery suit brought against her by Jonathan G. Bigelow for fees amounting to \$23,500 for legal services to her husband, Sergt. John A. Mason. She admits that Bigelow appeared as her husband's counsel, but asserts that he did so voluntarily, and for his "sole benefit and glorification." The following was also filed with her answer: "A Washington dispatch of the 27th inst. says: Dry Bed's men through the chancery, to day filed an answer to the chancery suit brought against her by Jonathan G. Bigelow for fees amounting to \$23,500 for legal services to her husband, Sergt. John A. Mason. She admits that Bigelow appeared as her husband's counsel, but asserts that he did so voluntarily, and for his "sole benefit and glorification." 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