THE RAILWAYS.

THE ANNUAL MEETING OF THE READING RAILROAD.

of \$12,000,000 to be Negotiated-Traffic on the Northern Pacific-A Souvenir to Mrs. Villard-Railway Elections-Items Here and There.

PHILADELPHIA, Jan. 14.-The annual meeting of the stockholders of the Philadelphia & Reading Railroad company was balance of \$57,634 applicable to the payment of interest on deferred bonds, the net profits of both the railroad and coal son, Brooklyn. Pittsburg and Western company are \$15,385,842, out of which all road: President, Jas. Collery. The old ecmpany are \$15,385,842, out of which all rentals and interest accounts have been met, leaving the surplus stated above made to the building of a road by the Baltimore & Ohio from Baltimore to Philadelphia with general passenger agent of the New York, which it is expected the Reading will make West Shore & Buffalo Railway company, connection via the Schuylkill river, east and west side roads recently incorporated. The reports speak of the great increase in the anthracite coal production and predicts that before long the demand will be equal to the producing power of the entire report says, grows out of the new avenues of traffic opened with the Philadelphia & Reading road. The report closes with a recommendation for the creation of a collateral trust loan

of \$12,000,000 at 5 per ceut. the floating debt, off mortgage bonds income purchase outright 50,000 shares of Jersey Central stock. The report adds that the trust loan will not increase the floating fixed charges. Mr. Antelo offered a series gagements recommended with various offered a resolution in favor of adjourning might report intelligently on the question of the dividend. Agreed to.

The officers elected were, president, Geo. Delkleim; managers, J. B. Lippincott, Henry Lewis, J. M. Williamson, Edward C. Knight, Jos. B. Altemas, Loring A. Robertson; treasurer, Wm. A. Church; secretary, Albert W. Foster.

Mr. Gowen said he had received a large number of proxies in reference to the question of declaring a dividend, a large number in favor of dividends, and unless large number of proxies with contrary instructions, and quite a number leaving the question entirely to his own judgment. He though the interval allowed by the adoption of the resolution for adjournment to the 28th inst. would afford ample time for the examination of the managers'

vote intelligently.

Mr. Hardness had read a letter from Gowen the importance of his remaining at judgment creditors. the head of the Philadelphia & Reading Railway company. Mr. Hardness there fore on behalf of the meeting presented series of resolutions unqualifiedly endors ing Gowen's administration and exonerating him from all blame for the late finan cial embarrassment of the company, which the resolutions recited was due for the purpose of double tracking the line to the fact that the stockholders in the emergency preceding the receivership de clined to take Gowen's advice. The meeting received the resolutions with much approval.

Mr. Gowen objected to any action on the resolution-said he could not consent to an action complimentary to him at a mee !ing at which he had proxies aggregating nearly 400,000 shares. A compliment from business men would be cherished highly by him, and the letters would be allowed to go on record, if only to show in the resolution.

The following resolution was introduced by Gowen for action on the 28th inst.

Resolved, That it is the opinion of the shareholders, that on the successful issue of the collateral trust loan, referred to in the managers for the purpose of retiring outstanding income mortgage bonds and paying the floating debt of the company their lines. and paying the balance of the purchase money due on 50,000 shares of the Central Railway company of New Jersey, a stock dividend of twenty-one per cent., representing arrears due, be made in cash on preferred stock of the company, and a dividend of three per cent./cash be made on common stock of the company.

The ticket submitted by the director was unanimously elected, receiving 391,-100 votes, representing the same number

Shipments on the Northern Pacific. promulgated by the Northern Pacific:

The following circular has just been NORTHEBN PACIFO RAILBOAD Co., EASTERN DIVISION, TRAFFIO DEPARTMENT. St. PAUL, Minn., Jan. 12, 1884.

Notice is hereby given, that on and after the above date, and until otherwise ordered, all shipments of freight destined to points on the Fargo & Southwester railway, west of Lisbon, should be billed to pleasure or convenience of the company. When shipments are offered, therefore for transportation to Marshall, Verons or La Moure, Dak., agents are requested to notify shippers or other interested parties, that the goods are received, subject to the above conditions, and that this company will not be responsible for non-delivery of same beyond Lisbon, if, upon arrival at that point, service upon arrival at that point, service upon this part of the branch line—was appoint

has for any reason been discontinued. J. M. HANNAFORD, Asst. Supt. of Freight Traffic. JOHN MUIR, Supt. of Traffic.

A Souvenir for Mr. Villard.

The New Haven Clock company just completed a clock for H. L. Bridgman, the case of which was made from a piece of the last tie of the Northern Pacific railroad, which was laid in the Rocky mountains last September. The clock was designed for a present to ex-President Villard and was sent to him on Monday. northeast corner of Cook county, thence The rough, irregular piece of wood had been polished into a neat block before the work of ornamentation was begun. It was tine, Ia. then placed on a silver base with gold rim and bars to represent a vard. On one side of the case was a small bear on the other 49 East Third street, 10 o'clock this morning.

an elk. Across the front were the words Blessed be the tie that binds," and on the I was the quotation Finis coronat opus. miniature gold engine surmounted the ase standing on a slightly projecting platform. "To Henry Villard from Henry L. Bridgman" was the inscription on the back of the clock. The value of it is about \$100.

Railroad Election.

PITTSBURG, Jan. 14 .- The annual meet ing of the railroads with headquarters here was held to-day, and the elections resulted An Excellent Financial Showing-A Loan as follows: New York, Pittsburg & Chicago road-President, James S. Nemley, Pittsburg. Directors, W. S. Murnee, D. Lord. Jr., Thomas Simpson, New York; Charles Siedler, Jersey City; Hon. J. S. Robinson, Kenton, O.; Henry Cassell, Fredrickton, Ohio; Jas. S. Negley, Jr.; W. R. Riddle, Wm. E. Schmerts, N. A. Carroll, V. C. Rollins, Pittsburg, J. F. Mansfield, Cannelton, Newcastle, Pa. The Newcastle and held this afternoon. President Gowan read Salamanca road: President, James S. his annual report. It shows a surplus of \$2. Negley. Directors, Thomas P. Simpson. 137,232, allowing 7 per cent on preferred H. S. Murnee, H. K. Schwelk, New York, and 6 per cent on common stock, with a H. E. Collins, Hon. W. F. Aull, H. T. Halance of \$57 634 applicable to the pay-

board of directors were re-elected.

The West Shore. New York, Jan. 14.-Henry Monett, general passenger agent of the New York, defines its position with reference to the Trunk line's pool and the lines west of Chicago as follows: This company is selling western tickets and until the present complications between the joint executive committees and the Chicago lines are settled desires to pursue the time honored practice of giving all lines west of Chicago the benefit of a uniform rate. adhering to the lowest rate announced by the joint executive committee in connection with the particular lines. The West Shore has just entered the field for through traffic, is not cutting rates, but simply applying to all railways alike the lowest figures adopted by the trunk line commissioners. debt, but on the contrary will reduce the The West Shore company is not in the slightest degree responsible for the existof resolutions accepting and adopting the ing trouble, and declines to antagonize its report, endorsing the contracts and en- connections west of Chicago that have shown a disposition to do business with it, companies, the projects of construction and in fact are already sending considerand the proposed collateral transit loan of able traffic over the West Shore line to \$12,000,000 and thanking the managers for their conduct of the affairs of the company. Adopted, Mr. Gowen West Shore is now a through line, has good connections and must necessarily the meeting till the 28th inst., to enable protect its interests by maintaining friend the stockholders in the meantime to ex- ly business relations with western lines reamine the report of the managers that they gardless of the effect such act may have in might report intelligently on the question the contention between trunk lines east and west of Chicago.

Differences Settled.

NEW YORK, Jan. 14 .- It is announced today at Commissioner Fink's office that the negotiations with the western roads which have been fighting the trunk lines will probably result in the restoration of harmonious relations on the basis of the circular letter of December 10, issued by Comotherwise instructed he should consider it Alton and Rock Island roads will formally his duty to vote for it, at the same time he agree to morrow to the propositions subas also bound to say he had received a
mitted them, and an adjustment of the present differences will be followed immediately by the restoration of the former rates on east bound pussenger traffic.

Suit Dismissed. Sr. Louis, Jan. 14-Judge Thayer of report and enable every stockholder to the circuit court, in the case of Nelson and others vs. the Pacific railroad and Missouri Pacific railroad, sustained the demurrer prominent corporations and citizens of and dismissed the bill. The suit was to New York, and a petition from a still set aside the forclosure of the third mortlarger number of individuals and com- gage on the Pacific railroad to C. C. Garpanies of Philadelphia urging upon rison in favor of plaintiffs who were

ST. THOMAS, Ont., Jan. 14 .- As soon as the weather permits, construction trains will be placed on the Canada Southern wife is to be tried in the same manuer as throughout the ensuing year.

Rail Notes.

Mr. Hannaford, of the Northern Pacific road, is expected back to-day.

J. J. Hill, president of the St. Paul & Manitoba road, has gone to New York. · Superintendent Kimberly, of the Minnesota division of the Northern Pacific road, is in St Pan!

A meeting is to be held at the union later years that he had not been turned depot at 3 p. m., this afternoon to revise out. Mr. Hardness accordingly withdrew the St. Paul and Minneapolis rate sheet. General Alexander, general traffic manager, and Mr. Warren, assistant general

passenger agent of the St. Paul & Mani-toba road, have gone to Chicago. A meeting between the representatives the report of the managers just read and of the Northern Pacific and Union Pacific realized, the proceeds thereof be used by railroads was held at the Grand Pacific hotel, Chicago, Saturday, and they agreed upon rates to and from common points on

Local passenger agents, parties to the Kansas City agreement, have decided to in that sense where the continue to abide by that agreement after slanderous charge is not made in direct the withdrawal of the Hannibal road, provided the Hannibal does not inaugurate a out in rates.

There was no trouble on any of the roads yesterday and the trains were all on time. On the northern division of the St. Paul & Manitoba road around Crookston and north of that point and on the Northern Pacific it was very cold.

Eighteen Indian girls and boys from the White Earth reservation, under the care and direction of Rev. Mr. Gilfillan, passed through St. Paul yesterday on their way Ten of them were girls who were on their way to Philadelphia, and eight were boys on their way to Peoria.

Judge McCrary has appointed W. R. Woodard receiver of the Texas & St. Louis railroad, of which he is now general manager. The road is in default on interest on that point only, at the regular rates, de- the bonded debt, and suit is instituted in livery at destination to be subject to the the United States circuit court in Missouri to foreclose by order of a majority of the bo d'iolders.

Commissioner Midgley returned to Chicago Saturday from the Missouri river rate meeting, held at Louisville Friday. He says all rates from Missouri river points to New Orleans and the south were restored and will go into effect Jan. 15. A -one from each initial line-was appointed to see that the rates are strictly maintained.

Articles of incorporation were filed Saturday, at Springfield, Ill., in the secretary of state's office for a new railroad, viz.: The New York, Rock Island & Omaha railway, with a capital of \$3,000,000. The principal office will be in Chicago. The ncorporators are Joseph S. Reynolds, Edgar Terhune Holden and Josiah Browne. of Chicago; Joseph M. Davis, of New York; and George W. Bagley, of Coldwater, Mich. The road will commence at the east line of Illinois, within five miles of the

Fine fur garments at auction, at Kavanagh's,

running to a point on the Mississippi river

in Rock Island county, opposite Musca-

THE COURTS.

U. S. Circuit Court.

[Before Judge Nelson.] C. Aultman & Co. vs. Peter Thompson, motion for a new trial; submitted. David Borton vs. St. Paul, Minneapolis & Manitoba Railroad company; appeal

Supreme Court.

Peter J. Martin respondent, vs. the North

Star Iron works, appellant. Syllabus-Defendant negligently piled quantity of smoke stacks and other material near the M. E. Railway company. A train of cars coming along one of the cars caught one of the stacks, pushed it against a tower in which the plaintiff was stationed in his employment of signaling trains and he was injured.

Held, That whether so piling the smoke stacks, etc., was an act of negligence as to plaintiff was under the circumstances a question for the jury.

That so far as defendant is concerned negligence in law is not to be attributed to either the railroad company or to the plaintiff merely because knowing of the langer to passing trains from the fire of smoke stacks, etc., the former continued to run its trains and the latter continued in his employment of signaling trains. Order affirmed, GILFILLAN C. J.

DISSENTING OPINION.

In view of the undisputed fact that the railroad knew that their smoke stacks were in dangerous proximity to its track, I think it was guilty of negligence in running its trains without first having these obstructions removed. But still the neg ligence of defendant in placing these ob structions so near the track was the proximate cause of plaintiff's injury, although it would not have occurred the succeeding negligence of the railroad company. It was simply a case of the concurrent or successive negligence of two persons combined together resulting in an injury to a third person, for which he may recover damages from the one guilty of the first wrong notwithstanding the ceeding negligence of the other united in producing the injury.

Illidge vs. Goodwin, 5th Cor. & P. 170; Byne vs. Wilson, 15, I. R. C. L. 32; Pastine vs. Adams 49, Col. 87; Ricker vs. Freeman, 50, N. H. 420.

Burrows vs. Gas Co., L. R. 5, Exch. 67;

On this ground I concur in the decision of the case. MITCHELL, J.

William Mahr, respondent, vs. the Winone & St. Peter Railroad company, apel-

Syllabus-Rule of liability of a railroad company for failing to fence its road, stated in Nelson vs. Chicago, Milwaukee & St. Paul Railway company, 30 Minn., 74 followed.

Where it is evident that the party applying for a new trial will not be benefited by it it may be denied, though there was error in the first trial. Oder affirmed. GILFILLAN, C. J.

Eleonora Knoblock, respondent, vs. The Chicago, Milwaukee & St. Paul Railway company, appellant.

Syllabus-To justify the courts in declaring a city ordinance limiting the rate of speed of railroad trains and engines within the city void, as in restraint of trade, its unreasonableness, or want of necessity as a police regulation, must be clear, manifest, undoubted, so as to be an abuse of discretion on the part of the

Facts considered are held not sufficient to justify declaring the ordinance void. Judgment affirmed. GILFILLAN, C. J.

Oscar H. Comfort, appellant, vs. James L. Sprague and Angelina M. Sprague, re-

spondents. Syllabus-Where a hustand employs an attorney to bring a suit in the names of himself and wife in respect to her separate property, the question of the husband's authority to act in so doing for his pleying the attorney, but the jury may consider the situation and relation of the parties in determining whether the husband acted as agent for the wife, or for

both, or in his own sole behalf. Evidence considered and held it should have been submitted to the jury. Order reversed. GILFILLAN, C. J.

Magdalena Blakeman, defendant, vs. William Blakeman, appellant.

Syllabus-In an action for slander if the application or meaning of the words is ambiguous, or, the sense in which they were used is uncertain, but they are ca pable of the defamatory measuring charged it is for the jury to determine upon all the circumstances, whether they were applied to the plaintiff, and whether used in the defamatory sense alleged.

Where the slanderous words contain a phraze or word in a foreign language, which in common parlance among the people who speak that language has a meaning somewhat different from its definition by lexicographers, it is competent to prove that it is commonly used and understeed by them in that sense where the

terms, but by equivocal expressions, insiduations and gestures it is competent for witnesses who heard and saw them to state what they understood by them and to'whom they understood them to be applied.

The circumstances under which a leading question may be put to a witness is a matter resting in the sound discretion of the court, and not a matter which can be assigned for error, at least not unless there has been a gross abuse of discretion. This is also true as to the extent to which cross examination will be allowed on purely collateral matter for the purpose of showing the interest or

feeling of the witness.

In an action for slander the verdict will not be set aside on the ground of excessive damages, especially by an appellate court, unless the case be such as to furnish evidence of prejudice partially or corruption on part of the jury.

MITCHELL, J.

Chas. H. Petsch, respondent, vs. E. H. Biggs, appellant.

Syllabus-Where a tenancy from month to month commences on the first day a notice served a month before the day named in it requiring the tenant to quit on the last day of the month is sufficient.

The municipal court of St. Paul has the same power and jurisdiction in proceedings under chapter 84, general statute 1878, as a justice of the peace, and the mode of proceeding must be the same.

In such proceedings matters requiring affirmative equitable relief in order to constitute a defense are not proper in the answar for the justice cannot try such matters; the defendant must go to the district No. 4, Seventh street sewer, Warne & Stockton, \$1,190; No. 1, St. Peter street court for such relief. The insertion of such matters in the an-

swer is no ground for certifying the case to the district court. And it is the same in the municipal

An agreement for lessing void under the statute of frauds though there have been part performance by the tenant, is, without decree of a competent court enforcing it, no defence in proceeding under chapter

Judgment affirmed. GILFILLAN, C. J.

The Minneapolis Mill Company, respondent, vs. J. B. Bassett, appellant.

Syllabus-Defendant, with the consent of plaintiff, given upon his agreement to remove the same by a specified time, de-posited earth in the Mississippi river opposite the abutting land of plaintiff, and between its land and the centre of the riv er, and failed to remove it by the time specified to plaintiff's detriment.

Held, That plaintiff cannot complain that the earth so deposited constitutes a Also. That the facts make no case for

the court to decree specific performance of the agreement to remove the earth so deposited, the only remedy being an action for damages.

Judgment reversed. GILFILLAN C. J.

COURT CASES.

[Before Judge Brill.] Mchaud & Co. vs. Detifsen & Co., continued to next general term. Adjourned to 10 a. m. to-day.

SPECIAL TERM. [Before Judge Brill.] Re-assessment for opening Dakota avenue; order for judgment denied. D. Schulte vs. P. H. Thornton, et al.; motion on pleading for judgment.

Probate Court.

[Before Judge McGrorty.] Estate of Adam Gotzian, deceased; separate bonds of executors filed and approved; letters issued and notice given to creditors.

Estate of W. L. Mintzer, deceased; hearing on claims; adjourned for one week.

Municipal Court. [Before Judge Burr.] Albert Rosenberg and Almina Cressey, drunkenness; sentence suspended.

Fred Lungenhauser, larceny; continued to the 16th inst. Peter J. Oberst, embezzlement; continned to the 19th inst. Charles Johnson, disorderly; fine of \$10

paid. James McLain, same; committed for ten days. John Callen and James Bennett, lar

eny; continued to the 15th inst. Mrs. Dunbar, disorderly: same. Henry Cornick, same; dismissed. Charles Regan, larceny; committed for

sixty days. Carl Winsel, assault; fine of \$10 paid

MONDAY'S MISDEME ANORS.

A Good Day for Business in the Police Court-Some of the Most Noted Cases. "The fact is, Elmira," said hizzoner to

that venerable old ruin, Mrs. Cressy, as she bobbed up in the ball pen yesterday morning, "you are not a woman of your word; that at certain stages of water you have a fondness for the flowing bowl there which I am sorry to say you don't seem to St. Paul sufficient to enable steamers and be able to overcome." Elmira assured his worship that if given another chance she would leave the city and quit drinking. It was decided to give her another show and sentence was suspended.

Chas. Johnson and Joseph McLain, a couple of tough young citizens were up on the charge of disorderly conduct. They had been on a terrible debauch last Sunday and after guzzling the forty rod fluid lighting dispensed in a Seventh street joint, they got to fighting over several cigars. They were fined \$10 each and Mc-Lain went up for ten days the other fellow paying his fine. The friends of Mc-Lain swore out a warrant yesterday after-noon for the arrest of J. Dousky, the saloon keeper, on the charge of selling lianor to minors.

The case of the city against Chas. Ryan came up on a continuance. Ryan is the Chicago youth, who was arrested upon the charge of stealing a satchel from the union depot. He tried hard to prove an alibi, but the evidence for the prosecution crushed him and he went up for sixty days.

The case of Peter Oberst, collector for Powers, Durkee & Co., charged with embezzling \$54, was continued until the 19th

John Cullen and James Bennett, sus- phia, pected in being concerned in the theft of more, an overcoat and sealskin cap, will have a

hearing to-day.

Fred. Lungenhauser, formerly a collector for E. A. Watson, was arraigned on the charge of appropriating \$5.50 belonging to his employer. The hearing will take place to-morrow.

Mrs. Danbar, a colored lady of questionable repute, was arraigned on the charge of disorderly conduct. The examination will take place to-day.

The case of Henry Cornick, presented

some very peculiar features. He was ar rested on the charge of passing himself off as a police officer for the purpose of bulldozing Mrs. Dalfs, a lone lorne widow who resides on Rosabel street. The testimony in the case was highly racy and sen sational, but the salient points so immoral as to make its publication unfit for refined ears. The woman is a feeble minded creature and no doubt she has been fearfully imposed upon by a crowd of young raffians who infest Rosabel street. The def indant called a witness who swore positively that he was not present when the outrage took place, and while this compromised the character of the witness, i resulted in the discharge of Cornick. Carl Winsel and his sen reside togethe

and the former was before the court yester day for assaulting a woman who called on his son's wife. He was fined \$10.

BOARD OF PUBLIC WOLKS.

Several Assessments Confirmed—A Bid Re jected-Specification Approved, etc. At the regular meeting yestesday afternoon all were present but Mr. President, and the following business was transacted: The following assessments were confirmed: Construction of sewer on St. Peter street from Martin street to Summit avenue; grading Mackubin street from University avenue to Charles street.

Specifications for grading Fillmore street from State to Water street were approved and the clerk ordered to advertise fer bids. P. V. Dwyer's bond as plumber was ac-

cepted, a license having been granted him. The bid of H. J. Farnwell of \$11,900 for grading Fillmore avedue, was rejected. Specifications for grading Fillmore avenue from State street to proposed levee were ordered referred to engineer for amendment.

The engineer was instructed to report as to the accuracy of sidewalk assessments in front of lots 7 and 18, Brown's sub-dirision of east half of block 13, extension of Brown & Ramsey's addition.

The first assessment notice was ordered given on Walnut street sewer, from Oak street to pleasant avenue, and Donglas street sewer, from Ramsey street to Seventh street. The following estimates were allowed:

sewer, Daniel Mullen, \$2,312; No. 8, Western avenue sewer. Doherty & Doherty, \$826.20; No. 3, Pleasant avenue grading, Ramsey street to south city limits, James Murnane, \$1,530; No. 2, Rice street grading, Morton & Terry, \$1,827.50; No. 2, Sherman street grading, M. O'Toole, \$985, Adjourned to meet Wednesday, Jan. 16, at 7:30 a. m., to go out on a tour of inspection of Seventh street, and other im-

The Regular Meeting of the Directors Yes terday-Retaliatory Measures Against Germany and France-The West St. Paul Levee-Our Banking Capital.

The board of directors of the chamber of commerce held a regular meeting yesterday morning.

RELIEF FOR THE STILLWATER SUFFERERS. Mr. William B. Birge, of Stillwater, appeared before the board, and on invitation, explained about the large number of peo- Dale, Foss & Patter-ple that were thrown out of employment in that city by the recent fire, and what

concluded with a request for assistance. RETALIATORY MEASURES. Dr. Day offered the following resolu-

had been done to meet the exigency, and John Reed 23

Resolved, That, in the judgment of this chamber, it is the duty of the senators and representatives in this state in congress to support all suitable retaliatory legislation against those foreign countries which prohibit the importation of our meats

and other food products. Dr. Day supported the resolution by a short, but pretty strong argument in favor of it. The great point made by him was that foreign countries like France and Germany were prohibiting the admission of certain American products. He thought the time had come for us to retaliate by not allowing certain articles man-ufactured in those countries to be brought into the United States. the course of his remarks he made the statement that \$800,000 were annually expended by America for German dolls. D. R. Noyes apparently misunderstood the doctor and wanted to know if he was not mistaken about the Americans paying so much for foreign dogs. This made it necessary to explain about the small amount, of merriment.

THE LEVEE AT WEST ST. PAUL.

The following letter was read and referred to a special committee consisting of the city engineer, Capt. Bell and Mr. Mc-

ST PAUL, Jan. 14, 1884.-Hon. John B. Sanborn, President of the St. Paul Chamber of Commerce-Dear Sir: Permit me to call your attention to the communication of the secretary of war, addressed to Hon. C. D. O'Brien, mayor of the city, in response to a resolution of the common council relative to the \$15,000 appropriat ed by congress for improving the navigation of the Mississippi river at its westerly bank in St. Paul, and particularly tha part of Maj. MacKenzie's report wherein he says "there is now no channel in West St. Paul," whereas it is well known a channel at West is barges to navigate the same, and discharge their freight on the west bank. This has often been done. And when it is considered that the very object of the appropriation asked for and granted by congress is to improve this very channel on the west bank of the river, I would respectfully suggest that the chamber of commerce take some action in the matter, so as to secure the appropriation and its expenditure for the object intended, as well as remove the false and mistaken idea that there is no channel on the west bank of the river at this point. Yours very respectfully, JAS. STARKEY.

THE VILLARD RECEPTION BOSK.

Mr. McClung, from the special committee, made a report, the substance of which was that certain statistics had been prepared to be inserted in book. These statistics had been brought down to the 6th of January, 1884. These statistics, among other things, give the banking capital of a large number of the principal cities in the United States, and these show that St. Paul stands tenth in the list, and that the national banking capital of St. an absolute cure. Sold at 50 cents. Paul is more than that of all the rest of the state including Minneapolis. cities that have more banking capital than St. Paul are New York, Boston, Philadel-

Chicago, Pittsburg, Balti-Cincinnati, Cleveland and St. Louis. In regard to the other

ities St. Paul stands at the	head of the	1
ist as follows:		
Cities. No of Banks.	Resources.	1 1
0—St. Paul 5	\$16,935,000	+
1—New Orleans 7	16,040,934	í
2—Albany 7	15,074,754	1
3—Louisville 9	14,517,043	1
4—Detroit 5	13,561,914	8
5-Milwaukee 3	7,263,781	0
6Washington 5	4,975,361	
7 Que Francisco 1	4 101 582	

FURTHER TIME ALLOWED. The committees on levee, on the quarter master's building, and on the Villard reso

THE WATER BOARD.

Opening of Bids for Iron Pipe and for the Aqueduct-Other Matters Pertaining to the Water Supply.

A regular meeting of the board of water commissioners was held yesterday afteruoon. Mayor O'Brien presided, and there were present Messrs. Boardman, Kelly, Griggs, Supt. Overton, Engineer Rundlett and Secretary Caulfield.

Judge of Probate.
O'Brien & Wilson, Attorneys for Josephine Got Bills were examined and allowed for the zian, executrix. HARVEY OFFICER, Attorney for William Middleton, month of December amounting to \$13,065. a majority of the bills were for work on TATE OF MINNESOTA, COUNTY OF RAMSEY the new extensions. The grist also in- S. In Probate Court, special term, January
 14, 1884.
 In the matter of the estate of James Iglehart, decluded February interest on bonds.

Bids were opened for cast iron pipe and

Shickle, Harrison & Co, of St. Louis & Lake shore Foundry.

Dennis Long, Louisville, Ky.

Barney & Kilby, Sandusky, Ohio

A. H. McNeal, Birmington, N. J.

Cinsinnati & Newport Iron company. 8 58: 8886 35 6: 85 E 100. 75881 85 8 8 8 E 25: 2500 85 84 82 85 In 105: 086 788888 8888888 190 190 95 1: 8: 888

The bid of Shickle Harrison was accepted. The bond will be submitted at a sub sequent meeting. The bid aggregates The secretary reported that he had paid

TATE OF MINNESOTA, COUNTY OF RAMSEY

—ss.
The State of Minnesota, to R. B. Vessey, defendant:
You are hereby summoned to be and appear before the undersigned, one of the Justices of the Peace in and for said county, on the fifth day of February, 1884, at 10 o'clock in the forencon, at my office, at No. 6 West Third street, in the city of St. Paul. in said county, to answer to James H. Brown in a civil action.

Should you fail to appear at the time and place aforesaid, judgment will be rendered agaiest you upon the evidence adduced by said Jarses a. Prown for such sum as he shall show itmself entitled to, Given under my hand this 7th day of January, A. D. 1884.

E. H. WOOD, \$22,000 collections for January, to the city treasury.

The bid of Bingham & Morgan, of Buffalo, for cast iron valve boxes was ac-Bids for a gate house at Vadnais lake

were opened as follows: J. J. Palmer, jan8-tue-8w

\$3,965; P. Nash, \$4,000; V. D. Simar. \$2,789; J. T. Young, \$4,368. Awarded to V. D. Simar.

The secretary was authorized to advertise for 100 tons of pig lead.

of the rules.

Sandy lake.

J J Palmer 241/4

Awarded to V. D. Simar.

to connect with the works.

Awarded to Con Casey

at \$4 per foot.

Adjourned.

The engineer was authorized to pur-

Plats 5 and 6 of the right of way were

per ton.

The "Globe" Caned.

The GLOBE acknowledges with many

thanks an elegant cane from the Sandwich

Islands, which was delivered by Mr. J.

Shaw, of the islands, who is on a visit to

this country. Accompanying the cane was

a graceful note from Dr. Hagan, formerly

of St. Paul, who went to Honolulu some

two years ago. It was the doctor's original

intention to make his absence from St.

Paul only temporary and many friends here

will be glad to welcome him home again.

Please accept me, and I will not only defend

you, if skillfully wielded, from all physical at-

tacks from your enemies, but will support you

Seal skin sacques at auction, this morning, at

The Chicago train on the Omaha road,

which arrived at 2:25 p. m. yesterday,

train was stopped and the train men ran

back to the scene of the accident, but there'

learned from his companion. It was an

occurrence concerning which no possible blame can attach to the railroad authori-

Fine fur garments at auction, at Kavanagh's,

49 East Third street, 10 o'clock this mo ning.

Carse of Life.

As we come to them they are received, borne

Notice to Creditors.

Dated this 11th day of January, A. D. 1884.

Notice to Creditors.

State of Minnesota, County of Ramsey—ss. In Pre-bate Court, special term, January 14, 1884. In the matter of the estate of Adam Gotzian, de-

ceased. Notice is hereby given that the Judge of Probate

Notice is hereby given that the Judge of Probate of the County of Ramsey, will upon the third Monday of the months of February, March, April, May and June, A. D., 1884, at ten o'clock a. m., receive, hear, examine, and adjust all claims and demands of all persons against said deceased, and that six months from and after the data hereof have been allowed and limited for creditors to present their claims against said estate, at the expiration of which time all claims not presented or not proven to its satisfaction shall be forever barred, unless for good cause shown further time be allowed.

be allowed.

By the Court,

[L.S.] WM. B. McGRORTY,

Index of Probate

And it is further ordered, that notice theres? be

Dounty.

By the Court,
[L.s.] Judge of Prebate.

Attest: Frank Resher, Jr., Clerk.

A. R. Capehant, Attorney for Administrator.

jan15-tue-4w

STATE OF MINNESOTA, COUNTY OF RAMSEY

The state of Minnesota to Frank Beilke, defendant:

The state of Minnesota to Frank Belike, defendant:
You are hereby summoned to be and appear before the undersigned, one of the Justices of the
Feace in and for said county, on the fifth day of
february, 1884, at 10 o'clock in the forencon, at my
office, No. 6 West Third street, in the city of Saint
Paul, in said county, to answer to Jeremiah C.
MoCarthy in a civil action.
Sheuld you fail to appear at the time and place
aforesaid, judgment will be rendered against you
upon the evidence adduced by said Jeremiah C.
McCarthy for such sum as he shall show himself
entitled to.

entitled to.

Given under my hand this seventh day of January A. D. 1884.

TATE OF MINNESOTA, COUNTY OF RAMSEY

executor.

Probate Court.

Killed on a Trestle.

M. HAGAN.

The following is the presentation note:

To the Editor of the Globe, St. Paul, Minn.

Honolulu, Nov. 15, 1883.

Kavanagh's, 49 East Third street.

...........65

for 1884 were submitted as follows:

chase poles for a telephone along the line

A committee consisting of the president, engineer, secretar; attorney and superintendent were appointed to amend several Bids were opened for grading the right of way for the 30-inch pipe, from Missis

among other things, that Patrick Brady, late of said county, on the 3d day of January A. D. 1884, at 84. Paul, in said county, died intestate, and being an inhabitant of this county at the time of his death, leaving goods, chattels, and estate within this county, and that the said petitioners are the bother and sister of said deceased, and praying that administration of said estate be to Thomas Brady granted. It is ordered, that said petition be heard before the judge of this court, on Thursday, the 31st day of January, A. D. 1884, at ten o'clock, a. m., at the Probate office, in said county.

Ordered further, that notice thereof be given to the heirs of said deceased, and to all persons interested by publishing a copy of this order for three successive weeks prior to said day of hearing in the Dairy Globe, a newspaper printed and published at Saint Paul in said county.

By the Court, sippi street to the end of the acqueduct at Excavation Ditching Lumber per cubic yd. per yard, per 1,000 (Cents) (Cents) M. son & Bartlett..27.25 27.25 \$25.00 \$25 00

LEGAL.

CTATE OF MINNESOTA, COUNTY OF RAMSEY

By the Court,
[L. s.] WM. B. McGRORTY

Judge of P. Attest: Frank Robert, Jr., Clerk. F. G. Ingersoll, Attorney for petitioner

The contract for tunneling the bill in

Little Canada was awarded to F. A. Ryan rendants:
You and each of you are hereby summoned and required to answer the complaint of the plaintiff in the above entitled action, which is on file in the office of the clerk of the said court, at his office at St. Paul, Ramsey county, Minnesota, and to serve a copy of your answer to said complaint on the subscriber, at his office, in the city of Saint Paul, in the county of Ramsey, Minnesota, within twenty days after the service of this summons upon you, exclusive of the day of such service, and, if you fall to answer the said complaint within the time Bids for hauling pipe and all teaming Low service, High service exclusive of the day of such service, and, if you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will trke judgment against you and each of you for the sum of four hundred and eighty-three (483) dollars and interest at the rate of seven per cent. per annum, from October 18, 1883, besides the costs and disbursements of this action.

Dated St. Paul, November 20, A, D. 1883.

WARREN H. MEAD,
deci8-tue-7w Plaintiff's Attorney, St. Paul, Minn. Seal skin sacques at auction, this morning, at Kavanagh's, 49 East Third street.

CTATE OF MINNESOTA, COUNTY OF RAMSEY, O—ss. District Court, Second Judicial District.
William Parsons and Thomas Foster, co-partners,
doing business under the firm name of Parsons
& Foster, plaintiffs, against John Paulson, Gustave Paulson and Carl Peterson, doing business
as Paulson, Peterson & Co., defendants.

The State of Minnesota to the above named defend-

The State of Minnesota to the above named defendants:
You, and each of you, are hereby summoned and required to answer the complaint of the plaintiff in the above entitled action, which is on filed in the office of the clerk of said court at his office at Saint Paul, Ramsey county, Minnesota, and to serve a copy of your answer to said complaint on the subscriber, at his office in the city of Saint Paul, in the county of Ramsey, Minnesota, within twenty days after the service of this summons upon you, exclusive of the day of such service; and, if you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will take judgment against you and each of you for the sum of one hundred and three and 10-100 (103.10) dollars, and interest thereon from and since January 1st, 1883, besides the costs and disbursements of this action.

Betad Novamber 28th, A. D. 1882 in your declining years. I am composed of wood from a coccanut tree and ivory from the tusk of a walrus. With compliments of

Dated November 28th, A. D., 1883, WARREN H. MEAD, Plaintiff's attorney, St. Paul, Monn. decl8-tnes-7w

STATE OF MINNESOTA, COUNTY OF RAMSEY, -ss. In Probate Court, Special Term, Decem-ber SI, 1883. In the matter of the estate of Michael Mueller,

killed a man between two and three o'clock Monday morning between Madison and deceased.

On reading and filing the petition of Magdalena
Berabach, executrix of the estate of Michael
Mueller, deceased, representing among other
things, that she has fully administered said estate, Mendota. Two men were walking across a trestle about ten feet high when the train

deceased:

It is ordered, that said account be examined and was of course nothing to be done but to care for the remains. The deceased was a Norwegian, whose name could not be given to all persons interested, by publishing a copy of this order for three successive weeks prior to said day of hearing, in the DAILY GLOER, a newspaper printed and published at Saint Paul, in said

By the Court, WM. B. McGRORTY [L. s.] Judge of Probate Attest: Frank Bobert Jr., Clerk. janl-tues-4w

Mortgage Sale.

Default having been made in the conditions of certain mortgage executed and delivered by Charles H. Gertie and Hannah Gertie, his wife, to with and passed over with no more than a thought, if we are in the enjoyment of health, Charles H. Gertie and Hannah Gertie, his wife, to Ottille Pasel, dated July 24th, 1883, and recorded in the office of the Register of Deeds for Ramsey county, Minnesota, on the 25th day of July, 1883, at 330 o'clock p.m., is Book 81 of Mortgages, on page 24s, by which mortgage the said Charles H. Gertie and Hannah Gertie, his wife, granted, burgained, sold, and conveyed to the said Ottille Pasel her heirs and assigns forever, all that certain tract or parcel of land lying in the said county of Ramsey, described as follows, to-wit: Lot number twenty-three (23) in Stinson's subdivision of block number eighty (80) of Lymsn Dayton's addition to but if suffering with piles or skin diseases of any kind they magnify a hundred fold. A. R. Wilkes, B. and E. Zimmerman, and E. Stierle. the druggists, have Dr. Bozanko's Pile Remedy sey, described as follows, to-wit: Lot number twenty-three (23) in Stinson's subdivision of block number eighty (80) of Lyman Dayton's addition to St. Paul, according to the plat thereof duly recorded ed in the office of Register of Deeds in and for said Exmsey county, together with all the hereditaments and appurtenances thereunto belonging or in anywise apperiaining, conditioned to secure the payment of three hundred and forty dollars (\$340.00) and interest, according to the conditions of seven promissory notes for said sum of three hundred and forty dollars, the first of said notes being for the sum of forty dollars, being of even date with said mortgage, trawing eight per cent interest, and due August 1st, 1883; and which amount is the first installment due on said mortgage.

And, whereas, there is claimed to be due, and there is due, on said note and mortgage, at the date of this notice, the sum of thirty and 80-100 dollars for principal and interest. And, whereas, said mortgage provides for and secures the payment of twenty-five dollars for attorney's fees in case of foreclosure; and whereas, no proceedings at law have been had or instituted to collect the said debt secured by said mortgage or any part thereof.

Now, therefore, notice is hereby given that by virtue of a power of sale in said mortgage contained, and of the statute in such case made and provided, the said mortgage will be foreclosed by a sale of the mortgaged premises, therein described, at public auction, to the highest bidder for cash, at the front door of the Old Court House in the city of \$1. Paul in said county of Ramsey, on Saturday, the 9th day of February, A. D. 1884, at 10 o'telock In the matter of the estate of Henry Damgerfield, deceased: Notice is hereby given to all persons having claims Notice is hereby given to all persons having claims and demands against the estate of Henry Damgerfield, late of the county of Alexandria, State of Virginia, deceased, that the judge of probate of said county, will hear, examine, and adjust claims and demands against said estate, at his office in St. Paul, in said county, on the first Monday of the month of, May, A. D. 1884, at 10 o'clock a, m.; and that six months from the 11th day of Jacuary, A. D. 1884, have been limited and allowed by said probate court for creditors to present their claims.

JOSEPH S. SEWALL,
Administrator of the estate of Henry Damgerfield,
deceased. jan15-tue-5w

the front door of the Ola Court noise in the city of St. Paul in said county of Ramsey, on Saturday, the 9th day of February, A. D. 1834, at 10 o'clock a.m., to satisfy the amount which shall then be due on said mortgage for principal and interest together with said attorney's fees and costs and overcomes of sale and forcedonus.

expenses of sale and foreclosure.

Dated St. Paul, Minn., Dec. 18, 1883.

GTTILIE PASEL, Mortgagee.

J. J. MULLEN, Atty for mortgagee, St. Paul, Minn., dec18-tues-7w

Mortgage Foreclosure Sale of Real Estate.

Notice is hereby given, that by reason of non-payment, default has been made in the conditions of a certain mortgage containing a power of sale made by Orlando B. Turrell. mortgagor, to John J. In the matter of the estate of James Iglehart, deceased.
On reading and filing the petition of Harwood
Iglehart, administrator of the estate of James
Iglehart, deceased, representing among either
things, that he has fully administered said cetate,
and praying that at time and place be fixed for examining and allowing his account of his assistitration, and for the assignment of the recidure of said
estate be the person entitled thereto by law;
It is ordered, that said account be examined, and
petition heard, by the judge of this court, on Thursday, the 7th day of February, A. D. 1834, at
ten welche a, m., at the prepate office, in said
county.

And it is further ordered, that notice the reach be

on a certain maregage containing a power of same made by Orlando B. Turrell. mortgager, to John J. Pearson, mortgagee, and assigned by said John J. Pearson to George H. Roberts.

Said mortgage is dated the 26th day of May, A. D. 1876 and was on the 29th day of August, A. D. 1876, at 12:15 o'clock p. m., duly recorded in the office of the register of deeds of the county of Ramsey in the state of Minnesota, m book 44 of mortgages at page 168, etc. Said assignment is dated the 3d day of July, A. D. 1883, and was on the 7th day of July, A. D. 1883, and was on the 7th day of July, A. D. 1883, and was on the 7th day of July, A. D. 1883, and was on the 7th day of July recorded in the said office of register of deeds of said county of Ramsey in book H of assignments at page 343.

The real estate embraced in, and conveyed by said mortgage is described as follows, to-wit: state in said county of Ramsey and state of Minnesota, and being lots number seventeen (17) and eighteen (18) of block twesty-nine (29) in Rice & Irvine's addition to St. Paul, according to the recorded plat thereof; together with all of the hereditaments and appurtenances thereto belonging, or in anywise appertaining.

and appurtenances thereto belonging, or in anywise appertaining.

The amount which is now at the date of this notice due and claimed to be due on said mortgage is the sum of \$5,714.50, the same being for purchase money of said real estate, besides the sum of \$109 attorney's fees, as stipulated in said mortgage to be paid. And whereas no suit at law, or otherwise, has been had, or commenced, to recover the money or any part thereof, secured by said mortgage;

Notice, therefore, is hereby given, that on the 31st day of January, A. D. 1884, at 10 o'clock a. m., at the south front door of the county jail building, Notice, therefore, is hereby given, that on the slst day of January. A. D. 1884, at 10 o'clock a. m., at the south front door of the county jail building, in the city of St. Paul in said county of Ramsey, the above described mortgaged real estate will be sold by the sheriff of said county at public vendue, in separate parcels to foreclose and pay or satisfy the said mortgage with interest and costs and expenses of sale.

The separate parcels in which said mortgaged premises will be sold as aforesaid, are described as follows, to wit:

First—The middle one-third of said lots 17 and 18, being thus a lot fronting fity feet in width on Sherman street and extending in depth one hundred and twenty feet back from Sherman street and across said lots 17 and 18.

Second—The southeasterly one-third of said lots 17 and 18, being thus a lot fronting fity feet in width on Sherman street, and in depth extending one hundred and twenty feet along Exchange street and across said lots 17 and 18.

Third—The northwesterly one-third of said lots 17 and 18, and thus being a lot fifty feet in width fronting on Sherman street, and extending in depth one hundred and twenty feet across said lots 17 and 18.

Third—The northwesterly one-third of said lots 17 and 18, and thus being a lot fifty feet in width fronting on Sherman street, and extending in depth one hundred and twenty feet across said lots 17 and 18, and along the line of lot 4 in said block 29.

Dated December 18th, 1883.

Dated December 18th, 1883. GEORGE H. ROBERTS

Assignee of said Mortgage.
W. K. Gaston, Attorney for said Assignee, St.
dec18 tues-7w