

ERNA THE CITY

For good health and economy drink good Coffee... Hoffman House Robal Blend... Golden Rio and Santos... Fine Teas... Minarda... Strawberries... Tomatoes... Olives... Green Gages... Bartlett Pears... BUTTER... Maple Syrup... Beef, Iron and Wine... Dill Pickles... Biju Wash Boards... Nelsen's Gelatine... Prunes... Soup... Good Rice... Pearl Tapioca... Scrubbing Brushes... Broom... Parlor Matches... Hominy... Peerless Market... Hamburg Steak... Chuck Steak... Rolled Rib Roast... Pot Roast... Thick Boiling Beef... Leg Mutton... Leg Lamb... Pork Chops... Pork Loins and Roast... Pork Shoulder... Suet Cured Ham... California Ham... Dressed Chickens... Milk Lamb cheap.

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TOWN TALK

Picture for wedding presents. Beard Art Co., 624 Nicollet. Subscribe for all magazines, papers, etc., and get your binding done at Century News Store, 3 Third street, S. near Hennepin av. Flowers for funerals and all other purposes shipped to all parts of the Northwest. Mendall, florist, 57 Sixth street. There will be a meeting of the United Veterans and Sons of Veterans' League at Alexander's hall, to-morrow, at 8 p. m. Business of importance is to come up. Pupils from the different colored Sunday schools of the twin cities will take part in an essay contest, Tuesday evening, in the Bethesda Baptist church, on Eighth street. A gold medal will be awarded to the successful pupil. J. O. Donahue and J. H. Ellis, the local representatives of the Fraternal Order of Eagles, which held its annual convention in San Francisco, yesterday afternoon. The Grand Aerie session will be held in this city, the first week in June, 1902. Monday, of the Murray Institute, took a party up the way, Anoka way, yesterday, to participate in the launching of his new naphtha launch, with which he expects to ply commerce on the river and its tributaries this summer. The launch is constructed primarily for outing purposes.

THE WEATHER

Minnesota—Fair to-night and Saturday; cooler in northeast portion to-night; variable winds. Wisconsin—Generally fair to-night and Saturday; brisk northwest winds. North and South Dakota—Minnesota—Generally fair to-night and Saturday; variable winds.

WEATHER CONDITIONS

Dry weather continues in Minnesota and North Dakota, but there have been rains in Montana and western South Dakota, at Lake Michigan points and in eastern and southern portions of the country, and rain was falling this morning at Chicago. The barometer remains 2.30 inches at Montgomery, 1.06 at Shreveport and 68 of an inch at Rapid City and Miles City. The pressure is low east of Lake Superior in the west, and high on the north Pacific coast.

MAXIMUM TEMPERATURES

Maximum temperature for the past twenty-four hours: Upper Mississippi Valley—Minneapolis... 70 La Crosse... 68 Davenport... 69 St. Louis... 72 Lake Region—Port Arthur... 72 Buffalo... 62 Detroit... 68 St. Paul... 68 Marquette... 68 Escanaba... 64 Green Bay... 64 Milwaukee... 62 Chicago... 62 Duluth... 62 Houghton... 72 Northwest Territory—Winnipeg... 68 Missouri Valley—Missouri City... 72 Omaha... 72 Huron... 72 Moorhead... 72 Bismarck... 74 Williston... 62 Ohio Valley and Tennessee—Cincinnati... 74 Memphis... 68 Knoxville... 69 Pittsburgh... 68 Cincinnati... 69 Atlantic Coast—Boston... 64 New York... 64 Washington... 72 Charleston... 78 Jacksonville... 84 Gulf States—Montgomery... 84 New Orleans... 82 Shreveport... 80 Galveston... 73 Rocky Mountain—Denver... 68 Helena... 64 Helena... 78 North Platte... 72 Denver... 68 Dodge City... 68 Oklahoma... 70 Abilene... 69 El Paso... 74 Santa Fe... 66 Pacific—Spokane... 68 Portland... 68 Winnemucca... 68 San Francisco... 64 Los Angeles... 68

FOR LOVE OF THE CITY

Chicago's Awful Example—Easy Lessons in the Gentle Art of Hat Wearing. The high hat, known in common parlance as "the plug," and marked down in the history of English fashions as the "chitney pot," is gradually becoming a greater favorite with Minneapolis men. Hatters notice an increased sale for the first time in years.

ICE HOUSE FIRE

One Does Much Damage and Suffocates Four Horses. The ice-house belonging to W. R. Batchelder, 2819 Fifteenth avenue S, was destroyed by fire yesterday afternoon. Four horses in an adjoining stable were suffocated in their stalls. Owing to the high wind the fire spread rapidly to neighboring buildings causing slight damage to the barns and small structures in the block. Mr. Batchelder estimates his loss at \$1,000, with small insurance. J. O'Brien, 2806 Fifteenth avenue, suffered a loss of \$700. The origin of the fire is not known but it is thought to have been caused by the carelessness of small boys smoking cigars. Batchelder's barn.

MUST PAY R. SAGE

Supreme Court Decides Dakota Land Grant Cases.

RIPARIAN RIGHTS SUIT WON

It Involved a Dispute With the Backus-Brooks Co. of Minneapolis—Other Decisions.

The supreme court to-day reversed the Hennepin county court in the case of Nelson H. Rowan, appellant, vs. Backus-Brooks company, respondent. The lower court, counsel for Reeves appealing.

Reeves owns or leases ten acres on the river shore above Minneapolis with a water frontage of 230 feet. In 1885 the Northern Mill company leased from Reeves the right to drive piling, string booms and store logs in the river in front of his premises, paying him an annual rent. In 1899 the Backus-Brooks company succeeded to the property of the Northern Mill company and paid rent till 1899, when it refused to pay, but kept on occupying the shallow water with piling and logs. Reeves sued for damages and for a perpetual injunction. The court held the evidence did not show damages, other than the general public sustains. The supreme court reverses the order dismissing the action and says:

The plaintiff as a riparian proprietor has, in addition to rights in common with the public, certain exclusive rights in and to his river frontage and cannot be deprived of these except by due process of law. A public corporation authorized to condemn his shore rights might, by making just compensation, secure the private riparian defendant's interest, upon exercising by main street. But it simply a private corporation and can acquire none of plaintiff's property rights, except by contract with him.

The plaintiff's rights as proprietor of land abutting on the river are exclusive, and if substantially interfered with he is entitled to recover damages.

Cases are cited to show that the owner has a right of access to the channel of one river, and to maintain wharfs, piers, and to occupy the bed of the stream to that point. The case is remanded to the lower court with the instruction that the plaintiff be allowed to amend his complaint to show that he is entitled to compensation and to an injunction. The above syllabus follows:

The syllabus. Nelson H. Rowan, appellant, vs. Backus-Brooks company, respondent. First—The rule of law as to the rights of a riparian owner to the use of the water between his shore line and the navigable channel of a river, is that he has a right of access to the channel of one river, and to maintain wharfs, piers, and to occupy the bed of the stream to that point. The case is remanded to the lower court with the instruction that the plaintiff be allowed to amend his complaint to show that he is entitled to compensation and to an injunction. The above syllabus follows:

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The syllabus. Nelson H. Rowan, appellant, vs. Backus-Brooks company, respondent. First—The rule of law as to the rights of a riparian owner to the use of the water between his shore line and the navigable channel of a river, is that he has a right of access to the channel of one river, and to maintain wharfs, piers, and to occupy the bed of the stream to that point. The case is remanded to the lower court with the instruction that the plaintiff be allowed to amend his complaint to show that he is entitled to compensation and to an injunction. The above syllabus follows:

The syllabus. Nelson H. Rowan, appellant, vs. Backus-Brooks company, respondent. First—The rule of law as to the rights of a riparian owner to the use of the water between his shore line and the navigable channel of a river, is that he has a right of access to the channel of one river, and to maintain wharfs, piers, and to occupy the bed of the stream to that point. The case is remanded to the lower court with the instruction that the plaintiff be allowed to amend his complaint to show that he is entitled to compensation and to an injunction. The above syllabus follows:

STEARNS COUNTY

American Electric Company, a corporation, appellant, vs. E. E. Clark, as receiver of Benton Power and Traction Company, and C. M. Hig, respondents. The rule applied that this court will not reverse an order granting a new trial unless the evidence is manifestly and palpably in favor of the verdict. Per curiam.

BLUE EARTH COUNTY

Atella P. Smith et al, appellants, vs. George T. Barr et al, respondents. An action to set aside a sale of real estate by an administrator on the ground of defects in the sale proceedings and of fraud in making the sale, held: First—Where administrator is licensed to sell the land of his intestate by a probate court having jurisdiction of the settlement of the estate and which appointed him, it is immaterial in an action to set aside the sale, whether there was or was not a proper petition for the license.

Second—All of the essentials of a valid sale required by general statutes, 1894, paragraphs 1 and 2, were substantially complied with in this case.

Third—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Fourth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Fifth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Sixth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Seventh—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Eighth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Ninth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Tenth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Eleventh—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Twelfth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Thirteenth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Fourteenth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Fifteenth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Sixteenth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Seventeenth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Eighteenth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Nineteenth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Twentieth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Twenty-first—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Twenty-second—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Twenty-third—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.

Twenty-fourth—That the findings of the trial court, to the effect that there was no fraud in making the sale is sustained by the evidence.