

CITY NEWS

WEATHER NOW AND THEN

Maximum Temperature To-day 72 Degrees; a Year Ago 75 Degrees.

They Want Van Sant—G. R. Zickler, postmaster at Hutchinson, Minn., is in town on his way north to visit northern points of the state.

Zabrah Patrol Leaves—Minneapolis will be well represented at the twenty-eighth annual meeting of the Imperial College of City members of Zabrah Patrol.

Andrew Conway, 1617 Bryant avenue N., died last night at 9 p. m., from paralysis after a short illness.

Mrs. Mary A. Cole, widow of the late Benjamin M. Cole, died June 23, at the age of 81 years.

James W. Munson died at Santa Cruz, Cal., on May 22, at the age of 55 years.

Beet Sugar Clash

The Strong Position Now Held by the Insurgents.

THE PRESIDENT'S POSITION

Northwestern Senators Say That He Is Not So Insistent as Represented.

From The Journal Bureau, Room 45, Post Building, Washington.

Washington, June 3.—Within the next few days the Cuban situation in congress should become reasonably clear.

To-day nobody can tell what the outcome will be.

Everything will depend upon the policy pursued by Senators Aldrich and Platt and their New England colleagues.

If that policy is to be radical and if they try to force the passage of a straight reciprocity bill there will be trouble and a prolonged struggle with the outcome in doubt.

On the other hand they see the situation as the insurgents think they should see it and accordingly, there will be no trouble.

Congress will pass a 20 per cent Cuban rebate bill, and the members will go home by July 1.

It is significant that both sides say they are Cuba's friends and want to do for her all that is possible.

The differences are as to the ways and means.

In a connection with the reciprocity say, on the authority of two prominent northwestern insurgent senators who have talked with the president recently, that the president is not nearly so insistent on reciprocity with Cuba as the reciprocity members in the senate and house are willing to make the country believe.

These two senators declare, in more emphatic terms than the original reciprocity bill, in that it ignores the immigration laws and has a five-year limit.

All insurgents agree that the postponement of Cuban legislation will hasten the general tariff revision.

Every state convention thus far held in the west, beginning with Ohio, has been for revision.

These declarations will have an important influence on the campaign this year and may change the sentiment in congress.

As it is believed it is believed it will be possible to take up the work.

Meanwhile, however, the insurgents say it shall not be taken up by an attack on the sugar, as this is the only agricultural product which has protection.

One thing that embarrasses the situation from the standpoint of the reciprocity senators, who are also opposing tariff changes, is the knowledge that the senate would probably vote for any general tariff amendments and precipitate the revision this session should the opening offer itself.

Whether this danger can be obviated by a caucus is uncertain.

The insurgents will stoutly resist any caucus that will tie their hands.

—W. W. Jermann.

From the Best Makers

Have we carefully selected the most serviceable—the most artistic goods—bringing reputation and custom in

Fine Furniture, New Rugs, Draperies, Lace Curtains.

Reupholstering

Artistically, handsomely, serviceably, reasonably.

Moore & Scriver,

627 NICOLLET.

BARS RUN 24 HOURS

Many Saloons Didn't Close at All Last Night.

WAS THERE A TIP FROM MAYOR?

Ames Says Not, but the Late Hours Were General—Detectives Tied Up.

This is to be a wide-open week in Minneapolis and the saloons won't close unless the proprietors so desire.

Last night the saloons did not close at the usual hour, with the exception of a few where there were no customers.

Side doors, and in some instances, front doors, were open until daylight.

The saloonkeepers seem to have received the impression that the mayor would suspend the city ordinance governing all liquor sales.

The saloonkeepers had been informed that they might keep open all night, and he emphatically denied that such was the case.

When asked if he would have them keep open as usual, he replied curtly that it was nobody's business whether he did or not.

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BLAME THE DRIVER

Ice Barons Say Drivers Have Made Unwarranted Statements.

HOUSEHOLDERS ARE PROTESTING

The Small Cakes Now Delivered Melt Quickly and Drivers Won't Sell More.

Consumers of ice who have protested against the meager 25-pound daily cake, have been told by delivery men and drivers, that or nothing.

According to the drivers, there was an agreement that customers who stopped service with one company on account of the small cake would not be taken over by another.

The refusal to sell from the wagon for cash has also been consistently lived up to by the drivers.

Proprietors of the ice companies say the drivers have taken this stand on their own initiative, with the idea of thereby strengthening their union.

As one of the drivers of the Cedar Lake Ice company was known to have made representations regarding an agreement of companies not to take each other's patrons, an explanation was sought this morning from President of the drivers' union.

Mr. Chute said: "It's up to the drivers' union. At a meeting last Saturday evening they passed a resolution by which they agreed to expel from the union any driver who sells from the wagon hereafter.

It has been a long-standing agreement between the ice companies and drivers that the about not sell from the wagon, but it has never been lived up to before this year.

The companies, of course, are glad to see this agreement lived up to, but we are not in sympathy with the drivers' taking such an arbitrary stand as will prevent them from taking orders for extra ice.

I told the president of the union myself that I thought it was a mistake to antagonize consumers in any such way. In a letter to me this morning he says that it is absolutely necessary to the life of the union that such an iron-clad agreement should be lived up to in order to respect the wishes of the companies.

Consumers understand well enough that all they need do, if they wish to change ice companies, is to call up the telephone and business with headquarters.

If they want more ice for daily delivery than twenty-five pounds all they have to do is to notify the company and buy a coupon book.

Heretofore when our teamster would refuse to sell direct from the wagon, another teamster, anxious to increase the custom of his particular company, would take the order.

This demoralized the business and weakened the union, because it was constantly breaking its agreement with us.

This refusal of the drivers to sell from the wagon is causing loud complaint as the daily allowance of ice is about half what it has been in past years, and a hot dog will deplete the refrigerator.

Householders are protesting against the drivers' taking this stand, and are aware of the coupon book plan, have protested vigorously to the drivers without avail.

At the close of the season, about June 15, the Syndicate Opera-house company will take out a permit for repairs on the Lyceum theater.

The changes will necessitate the expenditure of about \$3,000. The house will be thoroughly overhauled, the stage entrance will be changed, additional exits by way of the strip of land just acquired by the left of the theater will be provided and much rewiring and other improvements necessitated by the turning over of the playhouse to a stock company as is now contemplated will be made.

Lac Stafford states that these small changes are the only ones contemplated. L. N. Scott has gone east and Mr. Stafford will go to-night.

TO DISCUSS IT AGAIN

ICE DRIVERS MEET TO-MORROW

It Is Not Certain That They Will Enforce the Bakery Boycott.

Few new developments took place to-day in the bakers' strike, and no change was noted in the attitude of the ice wagon drivers, who have announced they will not deliver ice to the customers of non-union bakers.

The ice dealers are severely provoked by the action of their men, who maintain that in view of the big concessions made by the ice companies this year, the men are making a poor return in seeking to drag their employers into a controversy which does not concern them.

The dealers insist that they will not yield an inch, and that if their drivers will not deliver to their customers, they will hire men who will carry out the employers' instructions. Said one dealer to-day: "You can say to the public that all our patrons will be served as they have been in the past. There is no need for any alarm on this point. We pledge our faith to see that our part of the bargain with our patrons is lived up to."

So far no formal action has been taken by the members of the ice dealers' association. The dealers say that they will take no official notice of the act of the drivers until they have been formally notified by the grand jury.

He explained that he had been delayed in order that he might consult an attorney. He is asked whether he is not ready to sign \$10, and he will now testify before the grand jury.

The J. N. Bearnes Case.

W. O. Braggins, referee in the disbarment proceedings against J. N. Bearnes, will take testimony on the charges made against Mr. Bearnes to-day in the bar association rooms at the courthouse.

THE B. C. R. & N. LEASE

Due to Be Announced Within a Few Days.

It is expected that the Rock Island will announce a lease to the Burlington, Cedar Rapids & Northern road within a few days.

New directors will be elected at the annual meeting of the Rock Island in Chicago to-morrow, and it is expected that the resolution favoring a long lease of the Burlington, Cedar Rapids & Northern will be passed.

On Thursday the annual meeting of the Burlington, Cedar Rapids & Northern will be held at Cedar Rapids and the majority of the stock which is controlled by the Rock Island will be cast in favor of the lease.

The annual meeting of the Burlington, Cedar Rapids & Northern was adjourned on Wednesday of last week in order to give the Rock Island stockholders and directors time to get.

A long lease of the Burlington, Cedar Rapids & Northern practically means its end as an independent railway.

32d District's Affidavit.

The legislative combination in the thirty-second district formally entered the field by filing affidavits with the secretary of state.

The district is divided into three parts, and Kanabec counties, and the three candidates who filed to-day are L. H. McKelvey of Pine City for the senate, J. B. Bove of Lindstrom, and John L. Olsson of North Branch for the house.

THE AMES DEMURRER

The Arguments Upon It Taken Up Before Judge Simpson.

SOME FINE POINTS ARE MADE

The Word "Draft" Objected To as Vague—Ames' Acquaintance With Crooks.

Colonel Fred W. Ames, flanked by his attorneys, Victor J. Welch and Frank Hubachek, appeared before Judge Simpson this morning armed for an attack on the indictment against the chief of police for receiving a bribe.

The demurrer in-approached a week ago was argued for an hour, as Judge Simpson was then occupied with the Leidschmidt manslaughter case, the argument was continued until to-morrow morning at 9 o'clock.

Assistant County Attorney A. J. Smith, who drew the indictment, could not be present, as he had much to prepare for the Gardner trial, but the interesting features were looked after by Wirt Wilson, of the County Attorney's office.

It was held that a great number of things demur to, but his principal points may be roughly stated as follows:

First, it is not the duty of a police officer to arrest a person who is not a member of the city and the status, to make an arrest on such a state of facts as are alleged in the indictment.

No warrant had been issued against Ames, and four alleged confederates had not had any complaint made by the man alleged to have been gilded (Roman Mies).

Secondly, it is not alleged that the men, Edward Howard, Henderson and Crossman, were within the jurisdiction of the police officers after the swindle had occurred.

Third, it being assumed that the indictment was drawn in accordance with section 536, the defense contends that this section does not apply to a police officer, but there are ordinances of the city and sections of the penal code which make it a misdemeanor for an officer to compound a felony and also to permit an escape.

The object in making a latter contention is to show that the indictment charges a felony when as a matter of fact, under the state of facts alleged, only a misdemeanor should be charged.

Some of the points are of a technical and legal nature, and some of the facts are very minute. He objected in one place to the absence of the word "corruptly" although Ames had admitted that he had received the same amount.

He insisted that the term "draft" had no technical or legal significance and was but a generic term. It was not money and it was not a misdemeanor if it was property of some description.

Nowhere in the indictment, argued Mr. Welch, was it alleged that Superintendent Ames had violated any law or that he imposed any duty upon him any more than did the knowledge that certain other men were gamblers and were carrying on a gambling game.

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