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COMMENTS ON THE LEGISLATURE.

The state press has varying comments upon the legislature. Some of the comments are "mediocre," "unimportant," "unsatisfactory" and of similar import.

The appropriation demands have been met, and fairly well met. The different institutions have been provided for as well as financial conditions would permit.

There was no especial demand for retaliatory or retributive legislation against corporations. The state is not suffering especially from injustices.

There was not much to do in the matter of prohibitory legislation. All of the ground, except the removal of the appetite and demand for liquors, has been already pretty well covered.

A legislature can do well by the things it refrains from doing. And in refraining from radical legislation the legislature just adjourned did pretty well.

If there had been any public crisis, the recent legislature would have met it carefully and with credit.

There was no crisis or emergency and the legislature did what the average man does through his lifetime in doing its duty as it saw it, and disposing of its business as it believes best.

In commenting upon the investigation of the office of the state superintendent of the Pembina Express states its belief that "as a general rule every dollar of state money paid in for any purpose whatever should be paid to the state treasurer and no money paid out until passed upon by a board of audit."

A Great Scheme. Herbert Heavey, weighing 235 pounds, decided to reduce electrically. He wrapped a coil of copper wire round his waist, connected it with the telephone apparatus and, sure enough, began at once to grow lighter at the rate of several pounds a minute.

Then suddenly the telephone bell rang. "Is that Herbert Heavey?" a gruff voice asked. "Yes," was the reply. "Well, this is the exchange," snapped the voice. "Will you please stop frying scrapple with the telephone wires? Our office is all full of nasty fat."—Exchange.

Winter. In winter nature ceases from her labors and prepares for the great change. The wind sweeps through the great forest with a sound like the blast of a trumpet. The dry leaves whirl in eddies through the air.

Bloozes and Blouses. "Where will I find the bloozes?" asked the woman who had just returned from London. "De bloozes," exclaimed the elevator man, staring pop eyed and vague.

When a Woman Goes to Bed Mad. When a man comes home at night his wife pours forth a recital in a milli stream of all that has happened all day. Then she gets a hook, puts on her bait and begins to fish to find out what he has done all day, and she never catches a thing.

Might Be Worse. The fashion a man has of keeping his hands in his pockets is perhaps not elegant, but it is not morally culpable, as is the practice of putting his hands in the pockets of some one else.—London Judy.

Praying Time. A five-year-old boy on hearing grace asked for the first time at breakfast gravely remarked, "I only say my prayers at night. That is the dangerous time."—Life.

Corruption will never want a pretense.—Cetra.

In the Supreme Court

Filed March 12, 1909.

John Schanase, Respondent, vs. Sam Goetz, Appellant.

1. It is competent to show on the cross examination of a witness, for the purpose of discrediting him or lessening the weight of his testimony, that he has been arrested and convicted of a crime.

2. A subject entered into in direct examination may be further inquired into and exhausted on cross examination.

3. A party who, on cross examination, inquires if the witness has not been engaged in an unlawful occupation, on being answered in the negative, is precluded from showing by other witnesses that the witness so testifying testified falsely, when the purpose of the questions relating to his occupation was to impeach or discredit him as a witness.

4. In this case the evidence as to the nature of the assault and the injuries inflicted by the appellant upon the respondent was conflicting. Impeaching testimony tending to show that one of the appellant's witnesses testified falsely as to his having been engaged in an unlawful occupation, and was admitted over objection.

Held: That under the circumstances; this court cannot assume that the admission of such impeaching testimony was without prejudice to appellant, as the effect thereof may have been a controlling influence with the jury in determining the extent of the injury or the damages inflicted.

(Syllabus by the court.) Action for damages of a personal assault. Appeal from an order of the district court of McHenry county denying a new trial. Hon. E. B. Goss, J.

Reversed. Christianson & Weber for appellants. John O. Hanchett for respondent. Opinion by Spaulding, J. All concur.

Poirier Mfg. Co., Respondent, vs. A. R. Kitts, Appellant.

1. A conditional sale is a sale in which the transfer of the title in the thing sold to the purchaser or his retention of it, is made to depend upon the performance of some condition.

2. Contract examined and held to be a conditional sale contract, and not an agency contract.

3. The vendor, on breach of the terms of the conditional sale contract by the vendee, may elect to recover possession of the property or waive his title and sue for the value or selling price, but he can not do both.

4. The supreme court will not consider, as a ground for a reversal of the judgment of the trial court and its order denying a new trial, a point not raised in the trial court.

5. An offer to rescind a contract of sale on the ground of a breach of warranty, coupled with conditions as to payment of freight and storage, and to return only a portion of the property purchased, is not such an unconditional offer to rescind as can be sustained to defeat an action for the purchase price.

6. The facts disclosed in the record in this case show an affirmation of the contract by the appellant.

Appeal from district court of Cass county. Hon. C. A. Pollock, J.

Action by Poirier Mfg. Co. against A. R. Kitts Judgment for plaintiff and defendant appeals.

Affirmed. Townley & Frankberg and Sam baugh & Fowler for appellant. Turner & Wright for respondent. Opinion by Spaulding, J. All concur.

Elizabeth Comford, Respondent, vs. Great Northern Railway Company, et al. Appellants.

1. The grant of right of way and station ground upon public lands of the United States to railroad companies under the provisions of the act of March 3, 1875, c. 152, 18 Stat. U. S. 482, becomes operative only when a railroad company specifically indicated as a grantee by compliance

with section 1 of this act, has definitely located its right of way station grounds adjacent thereto. Such definite location may be made either by acts of the railroad company which operate as unmistakable evidence of appropriation, such as the construction of its railroad, station buildings and other appurtenances, or by filing with the register of the land office of the district where the land is located a profile of its line of route and station grounds approved by the secretary of the interior, in compliance with section 4 of the act.

2. Actual construction of a railroad definitely locates only a right of way extending to a distance of 100 feet on each side of the central line of track. Definite location of station grounds outside of and adjacent to such right of way must be made, if at all, by other and further acts of the railroad company which operate as unmistakable notice to an intending settler of an appropriation by the railroad company of certain grounds for such purposes.

3. The rights of an entryman under the homestead law who settles upon the public lands prior to the time that a railroad company has filed with the register of the land office for the district where the land is located a profile on which is shown a selection of a part of this land outside of and adjacent to its right of way as station grounds, are superior to those of the railroad company, unless prior to his settlement the railroad company has done acts that operate as unmistakable evidence and notice of an intention on the part of the railroad company to appropriate a portion of said land to its uses for station grounds.

4. The placing of structures appurtenant to a station within the limits of the right of way of a railroad is not of itself evidence of appropriation of any land for station uses outside of the right of way. (Syllabus by the court.) Appeal from district court of Ward county. Goss, J.

Action by Elizabeth Comford against Great Northern Railway company et al to determine adverse claims to real estate. A decree was entered in plaintiff's favor, and defendant appeals. Decree affirmed. Arthur Le Sueur and Murphy & Duggan for appellants. Palda & Burke and Dudley Nash for respondent. Opinion by Ellsworth, J. All concur.

Charles G. Larson, Appellant, vs. Frank Newman, Administrator, et al. Respondents.

1. A land owner made a contract in writing with S. & Co., land agents, authorizing them to sell a piece of land on terms stated in the contract. Afterwards the firm of S. & Co. dissolved. S. continuing the business, made a contract to sell the land to plaintiff on terms somewhat different from those authorized in the agency contract, and signed the land owner's name thereto by himself as agent. In an action to compel the land owner to specifically perform the contract. Held: That whatever authority was conferred upon S. & Co. by the agency contract was terminated upon the dissolution of the co-partnership, and S. had no further power under that contract.

2. The sale by an agent on any other terms and conditions than those authorized by the principal is not binding on the latter.

3. Evidence insufficient to show a ratification by the principal of the contract of sale by S. to plaintiff. (Syllabus by the court.) Appeal from the district court of Ward county. Hon. E. B. Goss, J. Johnson & Nestos and Skulason & Burntress for appellant. Palda & Burke for respondent (Engerud, Holt & Frame of counsel). Judgment modified and affirmed. Opinion by Carmody, J. All concur.

Hopeful News. The Soubrette—Are you aware, Mr. Beaton, that the ghost hasn't walked in three weeks?

Mr. Beaton—Quite aware, Miss Twinkle; but I assure you the shade is suffering only from frost-bite and is not afflicted, as you seem to think, with locomotor ataxia.—Puck.

Hawk and Weasel Fight. A chicken hawk picked up a weasel near Spring Grove, Pa., and the two had a fight in midair, the result being that the hawk was dead when its body reached the ground, and the weasel expired a few minutes later.

No Objection. Mistress—I am sorry to trouble you, Bridget, but my husband wants to breakfast to-morrow at 5:30.

Cook—Oh, it won't be any trouble at all, mum, if he don't knock nothin' over whole cookin' it an' wake me up.—Judge.

Wisdom. "I observe that you always speak courteously even of your political enemies." "Yes," answered the practical man. "You never can tell when a new deal may cause you to need their friendship."

SUPERSTITIONS.

They Find a Place in the Minds of Even Great Men.

A man more absolutely governed by pure reason than Lord Macaulay could not well be found. But in his diary he refers to an after dinner talk about the feeling which Johnson had of thinking oneself bound to touch a particular rail or post and to tread in the middle of a paving stone, and he adds, "I certainly have this very strongly." In one of his Hibbert lectures Max Muller said to the students: "Many of you, I suspect, carry a hairy gunny with a hole in it for luck. I am not ashamed to own that I have done so myself for many years."

Charles Dickens refused to lie down unless his bed were placed due north and south. He gave notice of the rule before arriving at a friend's house or hotel, but a compass was always handy in his baggage to make sure. Miss Justin McCarthy has told how Parnell gravely checked her stirring coffee "the wrong way" and insisted that she should take another cup. A gentleman of Portrush sent Lord Roberts an old horseshoe when things looked ill in South Africa. Gratefully acknowledging it, the general added that he would keep this horseshoe in company "with one I picked up the day I entered the Orange Free State and another I found at Paardeburg the day before General Cronje surrendered."—Fall Mall Gazette.

BLUE EYED BABIES.

They Are the Favorites For Adoption Out of Orphan Asylums.

"Every baby who expects to be adopted out of an orphan asylum ought to make it a point of being born with blue eyes," said an asylum director. "That precaution will insure him a maximum of home comforts with a minimum of endeavor. There is no doubt that in an institution of this kind blue eyed babies up for adoption are more popular than the dark eyed youngsters. The brown eyed, black eyed or gray eyed girl or boy may be just as pretty, just as amiable, just as likely to achieve future eminence as the blue eyed child, but it is hard to make benevolent auxiliaries of the stark believe so. In their opinion blue eyes indicate special virtues."

"I know he will turn out to be an honest, reliable little fellow because he is blue eyed." Officer—You say the chauffeur sounded his horn just as the machine struck the man? Witness—Yes, sir. Officer—Was the victim killed instantly? Witness—So instantly, sir, that he must have heard the echo of that horn in the next world.

His Objection.

The Bachelor—Marriage is a game of chance. The Married Man—And you have conscientious scruples against gambling? The Bachelor—Not exactly, but I have against drawing a booby prize.—Philadelphia Record.

Very Forman.

"Could youse give dat gent at de gate a small handout, mum?" "Why doesn't he ask for himself?" "Oh, it's up to me to do dat. I'm his social secretary."—Louisville Courier-Journal.

Peace hath higher tests of manhood than battle ever knew.—Whittier.

WHALE STOLE THEIR LINE.

The Monster Also Made Away With a Good Harpoon.

Up among the torn bergs of the Arctic a monster whale is cruising about with a harpoon embedded in his thick back and something less than half a mile of stout hempen rope trailing after him.

The crew of the steam whaler Thrasher, which returned Sunday night from an eight months' cruise in the icy north, declare that "Mister Whale got all that was coming to him."

"He got away from us," muttered the mate, spitting viciously into the scuppers, "but we will get him next season. It was good rope we used, and he'll get tangled up on something so we will be one whale to the good when we get back there."

"He was a bad one though. You see Silva, the boat steerer, slung the hook into him when we were in open water between two big bergs. Or he goes with the stick in his back, and the rope went out like a man tumbling from the loft. He ducked and dived until one tub of rope was gone, and he did the same with another. He was making for the nearest floe and when he reached it he spit a lot of water into the air and took a deep dive. The edge of the ice cut the rope like a knife and he was off for good, with 2,000 feet of the Thrasher's line and a good harpoon with him."

B-4-U-BUY

Shoes

GO SEE

Busch

He's the Fellow

That's got the goods and will treat you right. Good Shoes are the only kind Busch sells.

Advertisement for C. M. DAHL shoes. Features an image of a dog and text: 'A BROKEN SIZE assortment of Men's Shoes now on sale at this store at very liberal price reductions. The assortment includes some of Florsheim's and other brands, which we are not now buying, therefore are closing them out at cut prices. A new supply of Dr. Reed's Cushion Shoes just received—several styles and all sizes. They are the easiest of all and need no breaking in. C. M. DAHL BISMARCK, NORTH DAKOTA'