THE COURTS.

Supreme Court.

William Loucks, respondent, vs. The Chicago, Milwaukee & St. Paul Railway Company, appellant.

Syllabus—The plaintiff, driving upon a public street across a railroad track, was struck by a train of cars, the approach of which he did not discover until immediately before he drove his horses across the track. The view of the track in both directions was partially obstructed. The evidence going to show that the plaintiff was mindful of the danger and watchful, according to his reasonable judgment, to avoid it: that at the time when he might first have seen or heard the train, he had reason to suppose that no train was coming from that direction, while his attention to the track in the opposite direction was more apparently necessary; that the cars were even close at hand, running at a high rate of speed, and he in a place where he could not safely turn his horses, nor hold them before the passing train, it is considered negligence was not conclusively imputable to the plaintiff by the law, but that it was for the jury to determine whether the plaintiff was negligent.

To run a locomotive and train of cars which cannot be readily stopped, at a high rate of speed and without any signal by bell, whistle or otherwise, across a much traveled public street in a village where the crossing is dangerous to travelers by reaaon of obstructions concealing the approach of trains, no excuse appearing for the omission to give signal of its approach, is negligence although there exists no statutory requirement respecting the giving of such signals.

One who is called upon to exercise care to to avoid danger from the acts of others may in regulating his own conduct, have regard to the probable or apprehended conduct of such other persons; and to the presumption that they will act with reasonable caution and not with culpable negligence.

The court instructed the jury to disregard the opinions of expert witnesses, based upon hypothetical statements of facts, if the jury should find the hypotheses to be not in accordance with the facts. *Held* no error.

The plaintiff having been a farmer for many years, and engaged in carrying on a farm, was competent to testify as to the value of his own labor. It was a proper subject for the opinion of witnesses.

The question of granting a new trial because of the conduct of counsel considered as being within the discretion of the trial court.

The order refusing a new trial is affirmed.

DICKENSON, J.

DISSENTING OPINION.

I dissent. It is clear that this crossing is to one coming from the north very danger ous, requiring unusual care and watchfulness to avoid trains crossing either from the east or west. This is so from buildings on each side of the street, near the rock cutting off a view of the track during part of the time when approaching it. It is clear also that plaintiff was perfectly familiar with it, as he was in the habit of crossing at it frequently, and he must be supposed to have known the degree of care necessary to avoid trains.

It may be assumed though it is hard to believed that as he came along Main street he looked to the west until the intervening buildings prevented his seeing the track and saw no train. He may have thought he could calculate how long a train would take to reach the crossing from the furthest southwest at which he could see one on the track up to the time he came to the buildings and how long it would take him at the rate he was driving to pass the crossing. That, however, was not a sure precaution. Such calculations were liable to mislead either from a train approaching more rapidly than he took into account on his team going more slowly than he supposed, too liable to mislead, to be permanently relied upon to the neglect of means that with absolute certainty would apprise him of a train coming from the west when he came to a point forty feet from the track, he had only to look towards the west and he would have seen the train and avoided the accident.

To say that one approaches such a crossing with due care when he relies solely on a precaution which the best observation and reflection would have shown him might not be entirely safe when he knows there is an infaliable means to avoid danger requiring no time nor effort and so obvious that ninety-nine men in a hundred would have instinctively, involuntarily as it were resorted to it compounds, as appears to me all notions of care in approaching such a danger. I do not overlook the fact that as he approached greater attention was required toward the *east than the west* but the turning of his attention from the *east* to the west for a half-second would have showed him the danger when forty feet from the track. I think he was grossly negligent.

GILFILLAN, C. J.

James Tolbert appellant, vs. Hiram T. Horton and George C. Sherman respondents.

Syllabus—The owner of personal property mortgaged it to the plaintiff, with intent to defraud creditors, the morteage being also privy to the fraud.

The mortgagor reclaimed possession of the property and subsequently executed to the defendant, who was his creditor, a second mortgage upon the property, in which the existence of the prior mortgage was recited.

In a contest between these mortgagees, claiming under their respective mortgages;

Held, First—The junior mortgagee by reason of the recital in his mortgage is to be conclusively deemed to have had actual notice of the prior mortgage.

Second—As a simple creditor of the mortgagor, not having by legal process acquired a lien upon or property in the mortgaged chattels, and not seeking relief in aid of any legal process against the property, the defendant (junior mortgagee) cannot attac: tne prior mortgage for fraud; hor is his right as a creditor to assail the prior mortgage for fraud strengthened by the fact that he is a subsequent mortgagee.

Third—The statute which provides that every mortgage, where the possession remains in the mortgagor, shall be void, as against creditors, and as against subsequent purchasers and mortgagees in good faith, unless it appears to have been executed in good faith, does not apply nor have the effect to avoid a mortgage, as to a subsequent mortgagee, who took his mortgage with actual notice of the prior incumbrance.

Judgment reversed. DICKINSON, J.

DISSENTING OPINION.

I do not think that the term "in good faith" as applied in this statute to a subsequeut purchaser or mortgagee includes the element of want of notice of the prior mortgage; or which is the same thing, I do not think that the fact of such notice renders the subsequent purchaser or mortgagee, a purchaser or mortgagee in bad faith.

It seems to me that the term "in good faith" as here asked has the same meaning when applied to subsequent, as when applied to the prior mortgagee; that it means one who has purchased the property, or taken a mortgage upon it fairly, and for a valuable consideration, without any fraudulent intent on his own part, and without being cognizant of or implicated in any fraudulent or dishonest intent on part of the vendor or mortgagor—that is, who neither committing nor participating in any fraud, pays a fair price, or takes a mortgage to secure an honest debt.

It is important to notice the last clause of the section, which "unless it appears that such mortgage was executed in good faith and not for the purpose of defrauding any creditor" and which I do not find in the statute of any other state. The opinion of the court gives no intimation as to what meaning they would put upon this or what force they would give it. But if the construction they place upon the expression "in good faith," as applied to a subsequent purchaser or mortgagee, be correct this clause is without force or meaning, for if want of notice be essential to good faith there never could be a subsequent purchaser or mortgagee in good faith when the prior mortgage was filed, for the filing is notice to all the world. Again, if the term "in good faith," as here used, implies want of notice why add "and unless the mortgage" or "a true copy thereof is filed."

No doubt under most circumstances the expression "purchaser in good faith" implies want of notice of prior conveyances, but not always or necessarily so. This depends on the nature of the case and the object of the statute. You cannot in every case inject into a atatute which uses the term "purchaser in good faith" the additional term without notice. Saunders vs. McAffee, 42 Ga., 250; Thornton vs. Beedsal, 46 Ala., 73.

"Good faith" is the opposite of "bad faith."

"Bad faith" implies fraud or wrong motive.

Under new registration laws, the essence and sole object of which is to give notice, of course, a person cannot be a purchaser in good faith who has *actual* notice of a prior conveyance, for he has all that the statute was designed to give him. This has been often so held, even under recording acts, which do not contain the expression "in good faith." So too in equity a party will not be deemed a purchaser in good faith who buys without notice of prior equities.

Cases of this kind have little or no application to the present case. Notice of a prior conveyance will not render a subsequent purchaser a purchaser in bad faith, unless the act of purchasing with such notice would be a wrong or fraud upon the prior vender.

Our statute on chattel mortgages *is not a mere registry law* as seems to be often assumed. It is a statute declaring certain mortgages void as to certain persons unless certain things exist or are affirmatively made to appear.

Its object is not merely to give notice to subsequent purchasers or to protect those who purchase without notice of prior mortgages, as would be the case if it were a mere registration act.

How in view of the provisions of this act can it be said to be a case of bad faith or a lack of good faith to a prior mortgagee to take a conveyance of property found in possession of the mortgagor, simply because the party has notice of another mortgage which the law decloses presumptively void and conclusively so unless the holder can make certain things appear.

It seems to me that the object of the statute was to authorize all persons who for an honest and fair purpose have occasion to deal with the property to do so on the assumption that any existing mortgage is presumptively void, and conclusively so unless the holder affirmatively proves its bona fides. There is nothing novel in this. In many states such as Massachusetts, Maine, Illinois, Missouri and Wisconsin, chattel mortgages are declared void as against subsequent purchaser with or without notice, unless possession of the property has been delivered or the mortgage filed.

I concede that under common law rules defendant would not be in any better position than his grantor to attack plaintiff's morgages for only he who had a prior right could have done so. But under this statute the rule is different, and under it actual notice in part of a subsequent mortgagee of a prior mortgage does not relieve the latter of the burden of making it to affirmatively appear that his mortgage was executed in good faith, whenever he has permitted the possession of the property to remain in the mortgagor.

In short the term "in good faith" as here applied to the subsequent purchaser or mortgagee does not include want of notice of the prior mortgage, For this reason I am of opinion that the judgment should be affirmed. MITCHELL, J.

Adam Fritz, appellant, vs. A. R. McGill, administrator of the estate of John B. Phillips, deceased, respondent.

Syllabus—The complaint in this action was so framed that it did not disclose whether it was intended to charge the defendant in a representative capacity, as administrator of an estate, or personally.

Before the trial, in deciding a motion for judgment on the pleadings the court construed the action as being against the defendant as administrator, and declared this as its construction.

The plaintiff merely excepting to the decision of the court, proceeded to trial, without indicating his election to prosecute the action against the defendant personally and without offering any amendment to ease the equivocal character of the complaint.

Held, that the plaintiff should not afterwards be heard to say that the action was against the defendant personally.

The mere delivery of property to one who is the administrator of an estate, the estate not being entitled to it, does not make the estate responsible for such property to the person entitled to it, it not appearing that the property was treated or used as assets of the estate or that the estate received any benefit from it.

Representations of freedom from incumbrance made without fraud, during the negotiations for the sale of real property, are merged in the deed of conveyance by which the sale is consummated.

For the fraudulent representations of an administrator the estate is not responsible in damages.

The order refusing a new trial is affirmed.

DICKINSON, J.

Steven Warner, appellant vs. M. L. Lackerly, respondent.

Opinion—We have carefully considered plaintiff's petition for a reargument in this case, and under the rule laid down in Derby & Day vs. Gallop, 5 Minn. 119, we find no ground for granting the motion.

We are of opinion, however, that plaintiff is correct in saying that the rule "that a new trial will not be granted in an action for defamation because a verdict for defendant should have been for plaintiff, for nominal damages," should not be extended to cases "where some rule of law has been violated in the admission or rejection of evidence or in expounding the law to the jury."

It follows that we probably misapplied the rule. But it is unnecessary to invoke this rule in the present case.

We are still of opinion that the trial court committed no substantial error, although it must be admitted that some facts of his *charge* to the jury are neither very perspiceous nor purticularly expressed.

Motion denied. MITCHELL J.

District Court.

CRIMINAL TRIALS.

[Before Judge Wilkin.]

State of Minnesota vs. Thomas Gillespie; verdict brought in by jury of rape upon the person of a prostitute.

Adjourned to 10 a. m. to-day.

COURT CASES.

[Before Judge Brill.]

Second National bank of St. Paul vs. I. V. D. Heard; on trial.

Adjourned to 10 a. m. to-day.

Probate Court.

[Before Judge McGrorty.]

Estate of Mary Best, deceased, will and petition filed; hearing April 11, 10 a. m.

Estate of Hattie Parks, deceased; petition for administration filed; hearing April 14, 10 a. m.

Estate ef Edmund Patten, deceased, Chas. I. Dana appointed administrator.

Insanity of Mathias Walzer; examined and committed.

Insanity of Hans Birchman; examined and committed.

Estate of Francis McLaughlin, deceased: license granted to sell real estate.

Estate of Oakes Ames, deceased; inventory and appraisement filed.

Estate of Adam Gotzian; petion for conveyance filed; hearing.

Guardianship of Agnes Long, minor; petition of minor for removal of guardian filed; hearing April 21, 10 a. m.

Estate of Mary D. Folsom, deceased; bond filed aud approved letters issued.

Municipal Court.

[Before Judge Burr.]

Wm. Sternberg, drunkenness; committed for five days.

J. P. Farrell, assault with dangerous weapon; continued to the 20th.

Joe Payne, assault; dimissed.

Careson and Devitt, perjury; continued until to-day.

Scavenger vs. Scavenger.

ST. PAUL, March 18, 1884.

To the Editor of the Globe:

The little space given to the St. Paul Odorless company was large enough for the defence made.

The health officers requested Mr. Cole to give the old scavengers work, which he offered to do at eight cents per foot, but we prefer to give our money to the public and have offered to do the work for eight cents that the Oderless company gets ten cents for.

If our appliances are good enough to be used by the Odorless company, they are all right for our company, and I invite the public to inspect them.

The man spoken of, Chas. Hansen, never did belong to the scavengers and many complaints have been made of him previous to the Odorless company's existence of which the Odorless company took no notice, and the same man is working for them yet.

I will not go into details of overcharges for they are too numerous to mention, but give some names of parties who can be referred to having had work done by the odorless company who had to wait longer than two weeks and then were not satisfied with the work done.

D. S. Black, 138 East Fourth street,
Peter Heck, Rice street, 418,
Wm. O'Keefe, 401 Exchange street.

If Mr. Cole had left the public to guess who he was instead of who cut the harness it would have been more to the purpose.

I have in my possession a discharge from the army which says character excellent, which is more than the president of the odorless company can show I believe.

Hoping a thorough investigation will be made I remain respectfully yours.

RALPH DEHULBERT,
Secretary St. Paul Scavenger company.

Vital Questions!

Ask the most eminent physician

Of any school, what is the best thing in the world for quieting and allaying all irritation of the nerves and curing all forms of nervous complaints, giving natural, childlike refreshing sleep always?

And they will tell you unhesitatingly "Some form of Hops!"

CHAPTER I.

Ask any or all of the most eminent physicians:

"What is the best and only remedy that can be relied on to cure all diseases of the kidneys and urinary organs; such as Bright's disease, diabetes, retention or inability to retain urine, and all the diseases and ailments peculiar to Women"—

"And they will tell you explicitly and emphatically 'Buchu.'"

Ask the same physicians

"What is the most reliable and surest cure for all liver diseases or dyspepsia; constipation, indigestion, billiousness, malarial fever, ague, &c.," and they will tell you:

"Mandrake! or Dandelion!"

Hence, when these remedies are combined ith others equally valuable

And compounded into Hop Bitters, such a wonderful and mysterious curative power is developed which is so varied in its operations that no disease or ill health can possibly exist or resist its power, and yet it is

Harmless for the most frail woman, weakest invalid or smallest child to use.

CHAPTER II.

"Patients
"Almost dead or nearly dying"

For years, and given up by physicians of Bright's and other kidney diseases, liver complaints, severe coughs called consumption, have been cured.

Women gone nearly crazy!

From agony of neuralgia, nervousness, wakefulness and various diseases peculiar to women.

People drawn out of shape from excruciating pangs of Rheumatism.

Inflammatory and chronic, or suffering from scrofula.

Erysipelas!

Salt rheum, blood poisoning, dyspepsia, indigestion, and in fact almost all diseases frail Nature is heir to

Have been cured by Hop Bitters, proof of which can be found in every neighborhood in the known world

LEGAL.

Mortgage Sale.

(First publication Feb. 20, 1884.)

Default having been made in the payment of the sum of one thsusand three hundred and three 33-100 dollars ($1,303.33) which is claimed to be due and is due at the date of this notice upon a certain mortgage, duly executed and delivered by Charles E. Chapel and Mary S. Chapel, wife of said Charles E. Chapel, mortgagors, to P. J. Giesen, mortgagee, said mortgage bearing date the third day of August, A. D. 1882, and duly acknowledged by said mortgagors on August 3d, A. D. 1882, and duly recorded as a mortgage in the office of the Register of Deeds in and for the county of Ramsey and state of Minnesota, on the fourth day of August, A. D. 1882, at 10:20 o'clock a. m., in Book 66 of Mortgages, on page 570, and which said mortgage was given to secure the payment of $1,250 and interest thereon at the rate of eight (8) per cent. per annum until paid, according to the condition of a prommissory note for $1,250, made and delivered by said mortgagors to said mortgagee, and payable in one year after said August 3d, 1882, and no action or proceeding at law or otherwise having been instituted to recover the debt secured by said mortgage, or any part thereof;

Now therefore, notice is hereby given, that by virtue of a power of sale contained in said mortgage and duly recorded therewith, and pursuant to the statute in such case made and provided, the said mortgage will be foreclosed, and the premises described in and covered by said mortgage, viz: The northerly fifty (50) feet of lots numbered thirteen (13) and fourteen (14) in Kuhn's sub-division of block numbered five (5) in Rondo's addition to Saint Paul, according to the plat of said addition and sub-division filed, recorded or being in the office of the Register of Deeds in and for said Ramsey county, and all which said lands and premises are situated in said Ramsey county and state of Minnesota, with the hereditaments and appurtenances, will be sold at public auction, to the highest bidder for cash, to pay said debt and interest, and the taxes, if any, on said premises, and fifty dollars attorney's fees, as stipulated in and by said mortgage in case of foreclosure, and the disbursements allowed by law; which sale will be made by the sheriff of said Ramsey county, at the front door of the said sheriff's office in the jail building, in the city of Saint Paul in said county and state, on the third day of April, A. D. 1884, at 11 o'clock a. m. of that day, subject to redemption at any time within one year from the day of sale, as provided by law.

Dated St. Paul, February 16th, 1884.

P. J. GIESEN, Mortgagee.
WM. LOUIS KELLY, Attorney for Mortgagee.
feb20-7t-wed

Notice to Creditors.

State of Minnesota, County of Ramsey, ss- In Probate Court.

In the maeter of the estate of William S. Graham, deceased.

Notice is hereby given to all persons having claims and demands against the estate of William S. Graham, late of the county of Ramsey in said state, deceased, that the Judge of Probate of said county will hear, examine and adjust claims and demands against said estate, at his office in Saint Paul, in said county, on the first Monday of the month of May, A. D. 1884, at ten o'clock a. m.; and that six months from the 19th day of February, 1884, have been limited and allowed by said Probate court for creditors to present their claims.

Dated this 19th day of February, A. D. 1884.

ROBERT A. SMITH,
Administrator of the estate of William S. Graham, deceased. feb20-5w-wed

STATE OF MINNESOTA, COUNTY OF RAMSEY —ss. In Probate Court, Special term, March 10, 1884.

In the matter of the estate of Susan G. Milwain, deceased.

On reading and filing the petition of Alfred S. Hall, administrator of the estate of Susan G. Milwain, deceased, representing among other things, that he has fully administered said estate, and praying that a time and place be fixed for examining and allowing his account of administration, and for the assignment of the residue of said estate to heirs;

It is ordered, that said account be examined, and petition heard, by the Judge of this court, on Saturday, the fifth day of April, A. D. 1884, at ten o'clock a. m., at the Probate office, in said county.

And it is further ordered, that notice thereof 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 GLOBE, a newspaper, printed and published at Saint Paul, in said county.

By the Court, WM. B. McGRORTY,
[L.S.] Judge of Probate.
Attest: FRANK ROBERT, Jr., Clerk.
mar12-4w-wed

STATE OF MINNESOTA, COUNTY OF RAMSEY —ss. In probate Court, special term, March 10, 1884.

In the matter of the estate of Bartley Broderick, deceased.

Whereas, an instrument in writing, purporting to be the last will and testament of Bartley Broderick, deceased, late of said county, has been delivered to this court;

And whereas, Michael J. Broderick has filed therewith his petition, representing among other things that said Bartley Broderick died in said county, on the 8th day of December, 1883, testate, and that said petitioner, is the residuary legatee and devisee named in said will, and that no nerson is named in said last will and testament, as the executor thereof and praying that the said instrument may be admitted to probate, and that letters of administration with the will annexed be to him issued thereon;

It is ordered, that the proofs of said instrument, and the said petition, be heard before this court, at the Probate office in said county, on the 7th day of April, A. D. 1884, at ten o'clock in the forenoon, when all concerned may appear and contest the probate of said instrument;

And it is further ordered, that public notice of the time and place of said hearing be given to all persons interested, by publication of these orders for three weeks successively previous to said day of hearing, in the DAILY GLOBE, a newspaper printed and published at Saint Paul in said county.

By the Court,
[L.S.] WM. B. McGRORTY,
Judge of Probate.
Attest: FRANK ROBERT, Jr., Clerk. mar12-4w-wed

The want of a reliable diuretic which, while acting as a stimulant of the kidneys, neither excites nor irritates them, was long since supplied by Hostetter's Stomach Bitters. This fine medicine exerts the requisite degree of stimulation upon these organs, without producing irritation, and is, therefore, far better adapted for the purpose than unmedicated excitants often resorted to. Dyspepsia, fever and ague, and kindred diseases, are all cured by it. For sale by druggists and dealers generally.

Tell the children to cut out and save the comic silhouette pictures as they appear from issue to issue. They will be pleased with the collection.

This space is owned by
BLACKWELL'S BULL.

Of course we mean the famous animal appearing on the label of every genuine package of Blackwell's Bull Durham Smoking Tobacco. Every dealer keeps this, the *best* Smoking Tobacco made. None genuine without trade-mark of the Bull.

CONTRACT WORK.

Paving Third Street.

OFFICE OF THE BOARD OF PUBLIC WORKS, CITY OF ST. PAUL, Minn., March 18, 1884.

Sealed bids will be received by the Board of Public Works in and for the corporation of the City of St. Paul, Minnesota, at their office in said City, until 12 m. on the 31st day of March, A. D., 1884, for the paving of Third street, from Sibley street to Pleasant avenue, in said city, with cedar blocks and granite curbs, and the construction of the necessary retaining wall on a line ten (10) feet in the street, between St. Peter and Market streets, according to plans and specifications on file in the office of said Board.

A bond with at least two (2) sureties in a sum of at least twenty (20) per cent. of the gross amount bid, must accompany each bid.

The said Board reserves the right to reject any or all bids.

JOHN FARRINGTON, President.
Official: R. L. GORMAN,
Clerk Board of Public Works.
79-80

CONTRACT WORK.

Construction of Sidewalks for the Year 1884.

OFFICE OF THE BOARD OF PUBLIC WORKS, CITY OF ST. PAUL, MINN., March 18, 1884.

Sealed bids will be received by the Board of Public Works in, and for the corporation of the City of St. Paul, Minnesota, at their office, in said city, until 12 m. on the 31st day of March, A. D., 1884, for the construction, relaying and repairing of such sidewalks as may be ordered built, relaid or repaired by the Common Council of the City of St, Paul, from the 1st day of April to the 1st day of November, 1884, according to general plans and specifications on file in the office of said Board.

A bond with two responsible sureties in the sum of five thousand dollars, ($5,000,) must accompany each bid.

The said Board reserves the right to reject any or all bids.

JOHN FARRINGTON, President.
Official: R. L. GORMAN,
Clerk Board of Public Works. 79-89

DUKE F. SMITH

INSTRUCTOR OF

PIANO-FORTE.

Pupil of the eminent pianist, and teacher, S. B. Mills, of New York, and for several years a teacher in well known educational institutions, and of private classes, most respectfully tenders his services to those desiring a thoroughly competent, experienced and conscientious teacher.

Headquarters at
NATHAN FORDS,
No. 96 East Third St.

FUEL DEALERS.

Full Weight and Measure Guaranteed by

GRIGGS & FOSTER,

41 East Third Street.
Established in 1864.

Coal & Wood

Dry body Maple, $6.50 per cord. An excellent quality of White Oak, $5 per cord, equal to maple. Dry Pine Slabs, $3.

☞Orders can be left with Jellett & Co., corner Seventh and Wacouta.

COSTUMES.

Theatrical and Masquerade EMPORIUM,

10 West Third street, St. Paul.

I respectfully invite the attention of ladies and gentlemen to my large, most complete and elegant stock of new Masquerade Costumes, for balls, parties, theatrical performances, old folks' concerts, tableaus, &c.

Masks at wholesale.

Country parties, send for list and prices.

P. J. GIESEN.

MUSIC.

LAURA W. HALL,

MUSIC ROOMS 102 WESTERN AVENUE,
Head of Ashland Avenue, St. Anthony Hill,
ST. PAUL,
TEACHER OF

PIANO, ORGAN AND HARMONY

THOROUGH INSTRUCTION GUARANTEED.

References: MISS MARIE GEIST, Principal of Musical Conservatory, No. 127 West Third street, St. Paul; also on personal application, reference to the numerous families whose daughters she has taught and is now teaching will be given.

Also, Agent for "Brainard's Musical World," the oldest and best musical journal published. Subscription $1.50 per annum.

TO THE PUBLIC.

We, the undersigned liverymen of St. Paul, having the finest carriages and hearses in the city, do hereby agree to furnish carriages and hearses for funerals at the following prices, viz:

Morning's carriages, $2.00 each.
" hearses, 3.00 "
Afternoon's carriages, 3.00 "
" hearses, 4.00 "

KIMBLE P. CULLEN, 23 & 25 West Fohrth St.
W. L. NICHOLS, 34 West Fourth street,
J. F. ALEXANDER, Cor. Eighth and Sibley Sts.
E. W. SHIRK, Overpeck's old stand.
GEO. W. TURNBULL, 343 Exchange street.
HEWSON C. SEMPLE, Cor. Tenth and Pine.
32

QUINBY & ABBOTT,

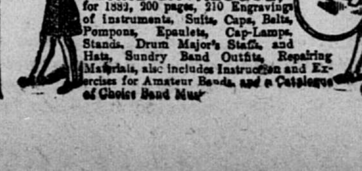
(Successors to Stees Bros.),

FURNISHING UNDERTAKERS

AND

Funeral Directors,

Corner Third and Minnesota Streets.
76-1mo



ARTICLES OF INCORPORATION.

ARTICLES OF INCORPORATION

OF THE

WEST SAINT PAUL Real Estate and Improvement SYNDICATE.

Know all men by these presents, that we, whose names are hereunto subscribed, have agreed to associate ourselves together for the purposes of incorporation, and of being created and constituted a corporation under and by virtue of the laws and statutes of the State of Minnesota, and for that purpose have adopted and signed, and do hereby adopt and sign, the following articles of incorporation:

ARTICLE FIRST.

The name of said corporation shall be the "West Saint Paul Real Estate and Improvement Syndicate." The general nature of the business of said corporation shall be the buying, owning, improving, selling and dealing in lands, tenements, hereditaments, real, mixed and personal property and real estate.

The principal place of transacting the business of said corporation shall be the city of Saint Paul, in the county of Ramsey, and State of Minnesota, where its principal office shall be kept.

ARTICLE SECOND.

The corporation shall commence on the 12th day of March, A. D. 1884, and continue for thirty years.

ARTICLE THIRD.

The amount of the capital stock of this corporation shall be one million ($1,000,000.00) dollars, and said capital stock shall be divided into twenty thousand shares of fifty ($50.00) dollars each.

No stock nor any certificate of stock shall at any time be issued until the full par value thereof has been actually paid in.

Said corporation may purchase and buy in its own stock, and the stock so purchased and bought in may retire and extinguish, or may hold without merger or extinguishment the stock so purchased and bought in, and reissue the same in the same manner, and on the same terms as other stock, as the Board of Directors may determine and elect.

Two thousand shares of stock of said corporation shall be subscribed for and taken, and fully paid up at its par value, at the commencement of the business of the corporation, and the balance of said stock may be issued from time to time, under such rules and regulations as may be prescribed by the Board of Directors consistent with these articles.

The stock may be paid for in money or in property, at a valuation to be fixed and determined by the Board of Directors, at any special or general meeting by resolution or order of the Board of Directors, particularly describing the property and the price or value fixed thereon, as to each item or parcel, and no property shall be taken, and no stock or certificate of stock shall be issued therefor until such order or resolution has been so made and recorded.

ARTICLE FOURTH.

The highest amount of indebtedness or liability to which said corporation shall at any time be liable shall be the sum of Five hundred thousand ($500,000) dollars. And the total indebtedness and liability of the corporation shall not at any time exceed the amount of its full paid up capital stock.

ARTICLE FIFTH.

The names and places of residence of the persons forming said corporation are as follows: Edward Langevin, William Dawson, Robert A. Smith, Ansel Oppenheim, Herman Greve and Arnold Kalman, each of whom resides at Saint Paul in the State of Minnesota.

ARTICLE SIXTH.

The government of said corporation and the management of its affairs shall be vested in a President, Vice President, a Secretary, a Treasurer and a Board of six Directors, including said officers, who in addition to the rights, powers and duties of their several and respective offices, shall have and exercise all the rights, powers and duties of Directors.

The names of the persons who shall constitute the first Board of Directors of said corporation are the aforesaid Edward Langevin, William Dawson, Robert A. Smith, Ansel Oppenheim, Herman Greve and Arnold Kalman,

The Directors, after the first herein named, shall be elected annually by the stockholders on the 12th day of March in each year, at the office of the corporation in said city of Saint Paul at the annual meeting of the stockholders, which shall be held in each year, from and after the first annual meeting of stockholders hereinafter provided, on that day and commencing at ten (10) o'clock in the forenoon.

The first annual meeting of stockholders for the election of Directors shall take place on the 12th of March, A. D. 1885, to which time and until their successors are elected and qualified the Directors hereinbefore named shall hold their offices aud constitute the Board of Directors of said corporation.

The Directors herein named and provided shall hold a meeting of Directors for the election of officers of the corporation, who shall consist of a President, Vice President, Secretary and Treasurer, on Thursday, the first day of May, A. D. 1884, at ten o'clock in the forenoon of that day, at the office of said corporation, and shall then and at the meeting so held elect from their own number the said officers of the corporation for the ensuing year. The said Directors shall thereafter and on the 12th of March of each year, and as soon as practicably convenient after the adjournment of said stockholders' meeting on that day, or in case of adjournment on the adjourned day meet for the election of said officers of the incorporation, and at such meeting shall elect from their own number and from the Directors elect said officers of the corporation for the year next ensuing.

The Directors after the first herein named and provided, and the officers of said corporation shall hold their respective offices for one year next ensuing after the election, and until their successors are elected and qualified.

No person shall be a Director or officer of said corporation who is not a stockholder therein.

Such general and special meetings of the stockholders and also of the Directors may be called and held as the interests and exigencies of the business of the corporation may require, and as the same may be authorized and prescribed by the by-laws of the corporation.

The Directors shall have power to fill any vacancy in any of the offices of the corporation herein provided, also to fill any vacancy in the Board of Directors at any special or general meeting of the Board of Directors.

The President, or in his absence or inability to act, the Vice-President, shall sign on the part of the corporation, all deeds or other indentures or writings whatsoever conveying, leasing, charging, encumbering or in any way affecting the lands, tenements, hereditaments and real and mixed property or any interest therein, or the rents or profits thereof belonging to the corporation or in which it has any interest, and all such deeds, indentures and writings when so signed by the President or Vice-President shall be countersigned by the Secretary, or in his absence or inability to act, the Treasurer as acting Secretary, and the seal of the corporation shall be thereto affixed by such attesting officer, and no other officer, director or member of said corporation shall in any case sign or execute on the part of the corporation any such deed, indenture or writing.

No power of attorney shall in any case be made or given on the part of the corporation except by order of the board of directors, naming the grantee in the power and specifically stating the object of the power and the authority conferred first duly made and entered of record in the record of the proceedings of said board.

In witness whereof we, the persons herein before named as incorporators, have hereunto subscribed our names and affixed our seals, each for himself, this 12th day of March, A. D. 1884.

In presence of—
W. DAWSON, Jr.
S. E. DAWSON.

WILLIAM DAWSON, [Seal.]
ROBERT A. SMITH, [Seal.]
HERMAN GREVE, [Seal.]
ARNOLD KALMAN, [Seal.]
ANSEL OPPENHEIM, [Seal.]
E. LANGEVIN, [Seal.]

STATE OF MINNESOTA, County of Ramsey, } ss

Be it known that on this 12th day of March, A. D. 1884, before me, a Notary Public within and for the county of Ramsey and State of Minnesota, personally came Edward Langevin, William Dawson, Robert A. Smith, Ansel Oppenheim, Herman Greve and Arnold Kalman, to me personally known to be the same persons described in and who signed and executed the foregoing articles of incorporation, and they each for himself cknowledged that they signed and executed the ame freely and voluntarily for the uses and purposes therein expressed and as their free act and deed.

{ Notarial seal, Ramsey Co., Minn. }
W. DAWSON,
Notary Public,
Ramsey County,
Minnesota.

STATE OF MINNESOTA, Department of State. }

I hereby certify that the within instrument was filed for record in this office on the 15th day of March. A. D, 1884, at 2:30 o'clock a. m., and was duly recorded in book J of incorporations, on pages 285 to 290 inclusive.

FRED VON BAUMBACH,
Secretary of State.

STATE OF MINNESOTA, County of Ramsey, } ss.
OFFICE OF THE REGISTER OF DEEDS.

This is to certify that the within instrument was filed for record in this office, at St. Paul, on the 13th day of March, A. D. 1884, at 12:15 o'clock p. m., and that the same was duly recorded in book B of incorporations, pages 516 to 520, inclusive.

[SEAL] R. C. WILEY,
Register of Deeds.

PILES! PILES!

A sure cure for Blind, Bleeding, Itching and Ulcerated Piles, has been discovered by Dr. William, (an Indian remedy) called DR. WILLIAM'S INDIAN OINTMENT. A single box has cured the worst chronic cases of 25 years' standing. No one need suffer five minutes after applying this wonderful soothing medicine. Lotions and instruments do more harm than good. William's Ointment absorbs the tumors, allays the intense itching, (particuplarly at night after getting warm in bed,) acts as a poultice, gives instant and painless relief, and is prepared only for Piles, itching of the 4rivate parts, and for nothing else. For sale by all druggists, and mailed on receipt of price, $1. NOYES BROS. & CUTLER, Wholesale Agent, St. Paul, Minn.

GRATEFUL—COMFORTING.

EPPS'S COCOA!

BREAKFAST.

"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected Cocoa, Mr. Epps has provided our breakfast tables with a delicately flavored beverage which may save us many heavy doctor's bills. It is by the judicious use of such articles of diet that a constitution may be gradually built up until strong enough to resist every tendency of disease. Hundreds of subtile maladies are floating around us ready to attack wherever there is a weak point, We may escape many a fatal shaft by keeping ourselves well fortified with pure blood and a properly nourished frame."—Civil Service Gazette.

Made simply with boiling water or milk. Sold in tins only (½ lb and lb) by Grocers, labeled thus:

JAMES EPPS & CO., Homœopathic Chemists, LONDON, ENGLAND.

CITY NOTICE.

OFFICE OF THE CITY TREASURER, ST. PAUL, Minn., March 13, 1884.

All persons interested in the assessment for

Grading Exchange Street from Sherman Street to Eagle Street,

WILL TAKE NOTICE,

that on the 5th day of January, 1884, I did receive a warrant from the City Comptroller of the City of St. Paul, for the collection of the above named assessments.

The nature of this warrant is, that if you fail to pay the assessment within

THIRTY DAYS

after the first publication of this notice, I shall report you and your real estate so assessed as delinquent, and apply to the District Court of the county of Ramsey, Minnesota, for judgment against your lands, lots, blocks, or parcels thereof so assessed, including interest, costs and expenses, and for an order of the Court to sell the same for the payment thereof.

73-83 GEORGE REIS, City Treasurer.

EDUCATIONAL.

Mount Saint Joseph's ACADEMY

For the Education of Young Ladies

DUBUQUE, IOWA.

Parents desirous of placing their daughters in a first class school, will do well to investigate the claims of tnis institution. To the present building, which is both spacious and beautiful, a large addition is being erected, which will contain music, exhibition and recreation halls. The course of studies in the different departments is thorough, nothing being omitted that is necessary to impart a finished education. The musical department comprises a thorough course for graduation in Theory and Practice. Every advantage is afforded to those who wish to pursue a special course in painting; general instructions in drawing are given in class-rooms. For particular apply to SISTER SUPERIOR. 3544

TAILORING.

McGrath Fine Tailoring,

146 EAST THIRD STREET.

Chicago, Milwaukee & St. Paul Railway.

THE FAST MAIL LINE!

The finest Dining Cars in the world are run on all through trains to and from Chicago.

DEPARTING TRAINS.	Leave Minneapolis	Leave St. Paul.
River Division.		
Milwaukee & Chicago Ex..	A 12 noon.	A 12:45 p m
Milwaukee & Chicago Ex..	A 7:00 p m	A 7:45 p m
La Crosse, Dubuque. Rock Island & St. Louis Ex....	C 4:50 a m	C 5:25 a m
Iowa & Minn. Division.		
Sou. Minn., Ia. & Dav'pt Ex.	C 8:00 a m	C 8:10 a m
Owatonna Accommodation.	C 4:30 p m	C 4:30 p m
Mason City,, Sou. & West. Ex	E 6.00 p m	E 7:10 p m
Hastings & Dakota Div.		
Aberdeen & Dakota Ex.....	C 8:45 a m	C 8:00 a m

ARRIVING TRAINS.	Arrive St. Paul.	Arrive Minneapolis
River Division.		
Chicago & Milwaukee Ex..	A 7:20 a m	A 8:10 a m
Chicago & Milwaukee Ex..	A 2:25 p m	A 3:10 p m
La Crosse, Dubuque, Rock Island & St. Louis Ex....	C 9:35 p m	C 10:10 p m
Iowa & Minn. Division.		
Owatonna Accommodation.	C 10:28 a m	C 10:35 a m
Sou. Minn. & Ia. Ex......	C 6:55 p m	C 7:05 p m
Mason City, Sou. & West. Ex	F 7:45 a m	F 8:30 a m
Hastings & Dakota Div.		
Aberdeen & Dakota Ex.....	C 6:30 p m	C 5:40 p m

A, means daily; C, except Sundays; E, except Saturdays; F, except Monday.

Additional trains between St. Paul and Minneapolis via "Short Line," leave both cities hourly. For particulars see short Line time table.

St. Paul—Chas. Thompson, City Ticket Agent, 151 East Third street. Brown & Knebel, Ticket Agents, Union Depot.

Minneapolis—G. L. Scott, City Ticket Agent, No. 7 Nicollet House. A. B. Chamberlain, Ticket Agent, Depot.

MINNEAPOLIS & ST. LOUIS RAILWAY.

ALBERT LEA ROUTE.

	Le. St. Paul	Ar. St. Paul
Chicago Express............	*7:00 a m	*8:05 a m
Des Moines & Kansas City Ex.	*7:00 a m	*8:05 a m
St. Louis "Through" Express	†2:50 p m	‡12:20 p m
Des Moines & Kansas City Ex.	†2:50 p m	‡12:20 p m
Excelsior and Winthrop.....	*3:30 p m	*12:20 p m
Chicago "Fast" Express.....	d6:20 m	d7:45 a m

d daily, * daily except Sundays, † daily except Saturday, ‡ daily except Monday. Ticket office St. Paul, corner third and Sibley streets, E. A. Whitaker, City Ticket and Passenger Agent, and Union Depot.

S. F. BOYD,
General Ticket and Passenger Agent, Minneapolis.

LEADING BUSINESS MEN

—OF—

ST. PAUL, - - MINN.

ATTORNEYS AND COUNSELLORS AT LAW.

THOMAS G. EATON, Room 50, Gilfillan block, St. Paul, Minn.

ARCHITECTS.

E. P. BASSFORD, Room 28, Gilfillan block.
H. S. TREHERNE, C. E., 19 Gilfillan block.
A. D. HINSDALE, Presley block.
A. M. RADCLIFF, Mannheimer block.
J. WALTER STEVENSON, Davidson block, Room 25 & 26.

ARTISTS' MATERIALS.

SHERWOOD HOUGH, corner Third and Wabashaw.
STEVENS & ROBERTS, 71 East Third street, St. Paul

BOOKS AND STATIONERY.

SHERWOOD HOUGH, corner Third and Wabashaw.
ST. PAUL BOOK & STATIONERY CO., 127 East Third St

CARRIAGES AND SLEIGHS.

A. NIPPOLT, East Sixth street, between Jackson and Sibley streets.

CARPETS AND WALL PAPER.

JOHN MATHEIS, 17 East Third street.
W. L. ANDERSON, 122 East Third street.

DRY GOODS—Wholesale.

AUERBACH, FINCH & VAN SLYCK, Sibley street, between Fourth and Fifth.

DRY GOODS—Retail.

LINDEKE, LADD & CO., 13 East Third street.

GROCERIES—Wholesale.

P. H. KELLY & CO., 142 to 148 East Third street.

HARDWARE AND TOOLS.

F. G. DRAPER & CO., 53 East Third Street.

JEWELERS AND WATCHMAKERS.

EMIL GEIST, 85 East Third street.

LOOKING GLASSES.

STEVENS & ROBERTSON, 71 East Third street, St. Paul.

PICTURES AND FRAMES.

STEVENS & ROBERTSON, 71 East Third street, St. Paul.

TRUNK MAKERS.

CRIPPEN & UPSON, 74 East Third street.
W. H. GARLAND, 41 East Third street.

WINES AND LIQUORS—Wholesale.

B. KUHL & CO., Wholesale dealers in liquors and wines, 194 East Third street, St. Paul.

WHOLESALE NOTIONS.

ARTHUR, WARREN & ABBOTT, 186 and 188 East Third street.

WHOLESALE HARDWARE.

STRONG, HACKETT & CO., 213 to 219 East Fourth street.

GAS FIXTURES.

KENNEY & HUDNER

103 and 105 West Third Street

Opposite Metropolitan Hotel.

TRAVELERS' GUIDE

St. Paul Railway Time Tables.

Chicago, St. Paul, Minneapolis AND OMAHA RAILWAY.

THE ROYAL ROUTE, EAST, SOUTH AND WEST.

NO CHANGE OF CARS TO CHICAGO,
Des Moines or Kansas City.

DEPARTING TRAINS.	Leave Minneapolis	Leave St. Paul.
Des Moines fast Express...	†7:55 a m	†7:20 a m
Chicago Day Express.......	*12:00 m	*12:45 p m
Chicago & Milwaukee Ex...	*7:00 p m	*7:45 p m
Sioux City & Sioux Falls...	†7:55 a m	7:20 a m
Shakopee and Merriam Jct.		7:20 a m
Omaha and Kansas City....	*4:35 p m	*3:50 p m
Green Bay and Appleton...		†6:00 a m
Shakopee and Merriam Jct.	*2:30 p m	*3:50 p m
North Wisconsin & Superior	†7:40 a m	†8:15 a m
River Falls	†4:30 p m	†5:05 p m

Dining Cars the finest in the world and luxurious Smoking Room Sleepers on all Chicago trains,

ARRIVING TRAINS.	Arrive St. Paul.	Arrive Minneapolis
Chicago & Milwaukee Ex..	‡7:20 a m	‡8:10 a m
Merriam Jct. and Shakopee.	*12:15 p m	*1:00 p m
Chicago Night Express.....	*2:25 p m	*3:10 p m
Sioux City & Sioux Falls...	†11:40 p m	†11:10 p m
Omaha and Kankas City...	*12:10 p m	*11:40 a m
North Wisconsin & Superior	†3:30 p m	†4:15 p m
Merriam Jct. and Shakopee	*11:25 p m	*8:40 p m
Green Bay and Appleton....	†7:50 p m	†8:55 p m
River Falls	9:25 a m	†10:00 a m
Des Moines Fast Express...	†11:40 p m	†11:10 p m

LAKE ELMO AND STILLWATER TRAINS

LEAVE MINNEAPOLIS.

†7:40 a m, †8:30 a m, *12:00 m, †1:30 p m, †4:30 p m, *7:00 p m.

LEAVE ST. PAUL.

†6:00 a m, †8:15 a m, †9:05 a m, 10:05 a m, *12:45 a m, *2:05 p m, †5:05 p m, and *7:45 p m.

LEAVE STILLWATER FOR ST. PAUL AND MINNEAPOLIS.

6:05 a m, 7:30 a m, †8:28 a m, †12:00 m, *1:13 p m, †8:30 p m, 4:30 p m, †6:50 p m.

* Daily. † Except Sundays. ‡ Except Mondays.

☞Tickets, sleeping car accommodations, and all information can be secured at

No. 13 Nicollet House block, Minneapolis,
J. CHARBONNEAU, Ticket Agent.
Minneapolis depot, corner Washington and Fourth avenue north, H. L. MARTIN, Ticket Agent.
Corner Third and Jackson streets, St. Paul,
CHAS. H. PETSCH, City Ticket Agent.
New Union Depot, foot of Sibley street,
KNEBEL & BROWN, Ticket Agents.
H. E. HAYDN, Ticket Agent, Stillwater.

NORTHERN PACIFIC R. R.,

THE NEW

"Overland Route!"

THE ONLY LINE TO

Portland, Ore., and the Pacific Northwest.

Departing Trains.	Leave St. Paul.	Leave Minneapolis.
Pacific express	*8:00 p m	*8:45 p m
Fargo day express.........	†8:35 a m	†9:15 a m
Fargo night express.......	*8:00 p m	*8:45 p m

Dining cars, Pullman sleepers, elegant day coaches, second-class coaches, and emigrant sleeping cars between St. Paul, Minneapolis, Fargo, Dak.; and Portland, Ore., without change.

Arriving Trains,	Arrive Minneapolis.	Arrive St. Paul.
Atlantic express..........	*7:25 a m	*7:40 a m
Fargo day express.........	†7:05 p m	†7:20 p m
Fargo night express.......	*7:25 a m	*7:40 a m

*Daily. †Except Sunday.
City office, St. Paul, 43 Jackson street.
City office, Minneapolis, No. 10 Nicollet house.
CHAS. S. FEE,
General Passenger Agent.

ST. PAUL, MINNEAPOLIS & MANITOBA RAILWAY.

FARGO SHORT LINE.

ONLY ALL RAIL LINE TO WINNIPEG AND THE BRITISH NORTHWEST.

TIME TABLE.

	Leave St. Paul.	Leave Minneapolis.	Arrival St. Paul.	Arrival Minneapolis.
Willmar, Morris and Brown's Valley..........	*7:30 a m	8:05 a m	*6:00 p m	5:25 p m
Fergus Falls, Moorhead, Fargo, Crookston, St. Vincent and Winnipeg........	*8:00 a m	8:50 a m	*6:20 p m	5:45 p m
St Cloud Accommodation, via Monticello and Clearwater........	*2:30 p m	3:05 p m	*12:00 m	11:20 a m
St. Cloud Accommodation, via Anoka and Elk River....	*4:00 p m	4:35 p m	*10:15 a m	11:00 a m
Breckenridge, Moorhead, Fargo, Wahpeton, Casselton, Hope, Portland and Mayville........	†7:00 p m	7:40 p m	†7:30 a m	7:00 a m
Fergus Falls, Moorhead, Fargo, Grand Forks, Devil's Lake, Larimore, Neche and Winnipeg........	†8:30 p m	9:15 p m	†7:00 a m	6:80 a m

† Daily. * Except Sundays.

ST. PAUL & MINNEAPOLIS SHORT LINE.

Leave St Paul—†*7:20 a m, 7:35 a m, †*8:00 a m, 8:30 am, 8:35 am, 9:30 am, 10:30 am, 11:30 am, *12:30 pm, 1:30 pm, 2:30 pm, 2:35 p m, 3:30 p m, 3:50 p m, †4:00 p m, 4:30 p m, 5:30 p m, †5:40 p m, 6:20 p m, 6:30 p m, †7:00 p m, 8:00 p m, 8:30 p m:

Leave Minneapolis—6:30 a m, 7:00 a m, 7,10 a m, 7:30 a m, †7:40 a m, 8:30 a m, 9:30 a m, 10:30 a m, 11:20 a m, 11:30 a m, †12:00 m, 12:30 p m, 1:30 p m, 2:30 p m, 3:30 p m, 4:30 p m, 5:30 p m, †5:45 p m, 6:30 p m, 7:00 p m, †11:10 p m. ☞Elegant sleepers on all through trains.

ST. PAUL—W. A. Turner, City Ticket Agent, cor. Third and Sibley streets; Brown & Kenebel, Agents, Union depot.

MINNEAPOLIS—J. E. Smith, General Agent, and H. L. Martin, Ticket Agent cor. Washington and Fourth Ave. North: W. H. Wisner, Agent, Nicollet house.