MINNEAPOLIS NEWS.

Several Ordinances Passed by the City Council Last Evening--Other Business Done.

Preparations at Minnetonka for the Patriarchs' Visit To-Day--Other Lake Notes.

The Locations Determined on for the Electric Lights in the Outside Wards.

What People Said Yesterday--A Light Police Day--Real Estate and Other Routine.

A NIGHT OF ORDINANCES.

The City Council Disposes of Business Long Waiting.

At the adjourned meeting of the city council last night the committee on health and hospitals submitted a report in the matter of the petition of Charles O. Duplessis, manager of the Minneapolis gymnasium, for permission to establish a swimming school near and below the eastern extremity of the suspension bridge and within 150 feet of the shore, and recommended that the prayer of the petitioner be granted. The report was adopted.

The committees on ordinances and markets presented an ordinance and recommended its passage. The ordinance creates a market in North Minneapolis, north of the central market district, granting to Lambert Hayes and his associates full and exclusive market priviliges in the territory designated in the ordinance, provided they erect a proper market house in a convenient locality. Another provision gives the city the right to purchase the market building and privileges. The ordinance was read and went over under the rules.

GLENWOOD SPRINGS.

The committee on ordinances and water works presented an ordinance giving Henry W. Phelps and S. P. Snider the right to lay an eight-inch water main from the Glenwood springs to the West hotel to supply that house and consumers along the line for drinking and culinary purposes only, and the ordinance was given its first reading. The ordinance gives the granters exclusive rights for fifty years, except that it reserves to itself the right to purchase the system at the end of every five years.

A warrant was ordered drawn in favor of F. A. Fisher & Co. for $4,500, being the first estimate on the workhouse contract.

The city clerk was ordered to draw a warrant for the sum of $420 in favor of the Sisterhood of Bethany, being one-third of the amount of the fines paid by houses of ill fame for June.

A LITTLE QUEER.

Ald. Comstock moved a reconsideration of the motion instructing the engineer to advertise for proposals for grading Broadway in the First ward. He explained that the aldermen from the First ward had concluded that the work can be done by the day better than by contract. His motion being carried, he moved that the special committee appointed to attend to the opening and grading of the same proceed with the work of grading in any manner it deems best. Carried without debate.

The committee on license reported in favor of refunding to all butchers the amount of the license paid for the same in cases where no carts are run.

J. Rogers, an expert accountant employed by the city for the purpose, reported that he had inspected the books of the city treasurer and that they were correct.

The committee on fire department was granted authority to purchase fifteen horses for the use of the department.

A NEW HOSE HOUSE.

The committee on fire department recommended that a contract be awarded to E. D. J. Evans for the construction of a hose-house in Oak lake in accordance with his bid. Adopted.

A warrant was ordered in favor of Tegart W. Lyon for $1,050, in payment for a site for a hose house. Ald. Barrows moved that the committee on water works in connection with the committee appointed by the water commissioners are authorized on behalf of the city to make full settlement with the Minneapolis Mill company on all matters in controversy relative to the amount of water power used by the city at the pump house, on the west side of the river. Adopted.

A contract for building a sewer in Cedar avenue from Fourth street to Fifth street was awarded to R. M. Riner, he being the lowest bidder.

An ordinance changing the grades of Island avenue, Eastern avenue and other streets on the island was read.

Ald. Gibson gave notice that at the next meeting he should introduce an ordinance amending the liquor ordinance.

The ordinance amending the hack and express ordinance was brought up. The amendment removes the dray stand to High street, below the Union depot. The ordinance as amended was adopted.

The ordinance regulating pawnbrokers was also passed.

A water main was ordered laid in Adams street, from Fifth to Fifteenth avenue northeast.

AFTER IMMORAL PICTURES.

About two months ago Ald. Swanson gave notice that he should introduce an ordinance prohibiting the posting or placing in any public place lewd, lascivious or immoral pictures, etc., and last night he presented the same, which was read and referred.

The ordinance changing the width of Eleventh avenue southeast for boulevard purposes was passed.

The plats and surveys in the matter of laying out and extending the following streets were adopted; May Place from Southerly terminus to Thirteenth street; East Twenty-five and One-half street, from Cedar to Fort avenue; Twenty-fifth street, from Morrison & Lovejoy's addition to Stewart's addition; Eighth street southeast from Mill Company's addition to Andrews & Moulton's addition; East Twenty-fourth street from Eighteenth avenue south to right of way of Chicago, Milwaukee & St. Paul Railway company.

Ald. Gibson moved that the city engineer be directed to take proper steps to double the supply of water in the bridge square fountain. Adopted. He also moved that Messrs. Marder, Luse & Co. be compelled to extend their smoke stack to at least ten feet above the highest roof of any building in the block. Referred to the committee on health and hospitals.

IN STATU QUO.

The Situation Unchanged in the Strike of the Stonecutters.

"The GLOBE is the only paper that has done us justice and stated our case with fairness throughout," said one of the stonecutters' committee yesterday afternoon. "Every other paper that knew anything about our strike misrepresented us."

This is about true. The GLOBE has several times correctly stated the position, and on Tuesday announced the strike. The Pioneer Press stated "exclusively" that without notice the men had struck for an increase of 5 cents per hour and a reduction of hours from ten to eight per day; it also said the men had given no notice of their demand, using the following language: "Immediately before the hour of beginning the contractors were waited upon by men chosen as spokesmen for the occasion, and were given to understand that at a meeting of the Minneapolis Stonecutter's union, held on Saturday, it was decided to inaugurate a strike Monday morning, therefore announced their intention of not resuming work unless certain demands were acceeded to. These demands were that the union stonecutters should receive 50 cents per hour and not be required to work more than eight hours per day. Heretofore stonecutters have received 45 cents per hour and in many instances they have crowded ten hours per day. While the contractors had heard previous intimation that the stonecutters were dissatisfied with present prices, and were seriously contemplating this action, they nevertheless believed that it would not come for some time yet. Yesterday forenoon all the contractors refused to comply with the revised scale of prices, and in most instances the men were paid off."

The Journal of Tuesday also said the strike was for a reduction of hours from ten to eight, when the fact is that for three years the time has been but eight hours. These misrepresentations, tending to prejudice the public, were objected to by the stonecutters and at their request the GLOBE made that statement. Last night's Journal pretended ignorance of this, but the fact remains and the conclusion is inevitable that what it had of the matter was borrowed from the Pioneer Press, the errors with the rest.

There was nothing specially new in the situation yesterday. In pursuance of the course agreed upon, the cutters and foremen were all removed yesterday and pickets were posted at the various yards to prevent communication except through the union's official sources and the only work done about the city was a little here and there, which might be done by the unskilled labor known as "nobblers." Members of the committee said to a GLOBE reporter that the outlook was favorable and they did not believe their righteous demand would much longer be resisted. They asked a correction of the statement in the Tribune to the effect that "it was not the majority of stonecutters who desired the strike, but some outsiders who had come here. These outsiders had no families and consequently not so much interest in the results, neither would they be so much affected by the loss of time and wages while they were out." They say no one on the outside is interested and no one but themselves had any part in the strike. They had notified all outside unions of their action and warned them to keep away from here. The GLOBE's statement of the time in each year when the stonecutters had work was based on their own figures and they here reaffirm it.

MINNETONKA.

Excursion of the Patriarchal Circle To-Day--Chats by the Way.

The excursion of the Patriarchs to Minnetonka to-day promises to be the event of the season. The 9:30 train from St. Paul this morning will run in three or more sections, and, upon the arrival of the same at Wayzata, the steamer Belle of Minnetonka will be found in waiting to convey the party around the lake. A stop of twenty minutes will be made at Hotel St. Louis, Lake Park and Chapman's, and on the return trip the party will reach Hotel Lafayette at about 2:30 p. m. A substantial lunch will be served on the Belle at noon by Mr. Eugene Mehl of the Hotel Lafayette. During the afternoon the visitors will amuse and entertain themselves in various ways, and at 6 o'clock a banquet will be served at the hotel. Directly following the banquet, a competitive drill will be engaged in, and at 8 o'clock the ball-room will be occupied by the devotees of Terpsichore. At midnight a special train will leave the beach for St. Paul. A telegram received by Manager Wilcox of the Lafayette last evening announced the fact that at least 2.000 people will enjoy his hospitality this evening. He will prepare an elaborate meal for their enjoyment, and for extra service has engaged twenty-five waiters from the Hotel Ryan, St. Paul, and fifteen of the old Metropolitan fore. These, with the regular force, will insure the best of service.

WAVELETS.

A. L. Haley and wife are guests at May place.

Albert Dansbury is the Reindeer's new captain.

Charles Hilton of Chicago is at the "Pullman" cottage.

The present week has been the dullest of the season thus far.

J. M. Head and wife of Nashville, Tenn., are at the Lafayette.

J. H. Ray of Minneapolis is a guest at the Gleason house, Wayzata.

H. V. Berry has been appointed deputy postmaster at Hotel Lafayette.

Miss Minnie Timberlake of St. Paul is a guest of Miss Griggs at Spring Park.

The Universalist societies of Minneapolis will picnic at Lake park to-day.

Miss Amy Hayes, Bessie Lathe and E. R. McKinney are camping at Maplewood.

F. L. Dodge and wife of Davenport, Ia., are at the White house for the summer.

Mrs. J. W. Shepard and family of St. Louis are at Hotel St. Louis for the season.

Col. Ripley and family of Minneapolis are at their Northwood cottage for the season.

The City Mission school enjoyed a picnic yesterday at the lake, and had a ride on the Star.

The Holy Trinity Sunday school of East Minneapolis picnicked at Excelsior yesterday.

J. H. Wolsey of St. Paul arrived at his Spring Park cottage for the season yesterday.

A heavy squall was experienced in Upper lake yesterday. No damage was done.

M. De Cerkey and family of Minneapolis have taken rooms at the Lafayette for the season.

William Donaldson and family of Minneapolis are at Page's, Excelsior, for a few weeks.

J. H. Woolnough and wife of St. Paul will spend the month of August at the Lafayette.

Dr. C. H. Lordwell, Robert McEldowney and C. J. Balston of Chicafio are at the Lake Park.

Rev. Dr. Torrey and family of Minneapolis moved into their Upper lake cottage yesterday.

W. B. Ransom and wife have been spending a few days at Northwood with W. W. Huntingdon.

The Hennepin Avenue M. E. society of Minneapolis will picnic on the Manitoba grounds July 22.

Mrs. A. Poe and family of Detroit arrived at the Lake Park yesterday evening. They will remain several weeks.

Dr. P. D. Hardingand wife of Goshen and., were guests of L. S. Hough and wife It the Lafayette yesterday.

Irving A. Dunsmore and A. P. Walwrath of Minneapolis drew in nearly 150 pounds of fish yesterday afternoon.

A. Knittle of Minneapolis has purchased a lot in Crystal Park near Northwood. He will build a cottage this season.

E. R. Barber, J. K. Sidle and a number of other prominent Minneapolitans took an Upper lake trip on the City yesterday.

The May pole around which the children are to dance Saturday was erected by Prof. Evans in front of the Lafayette yesterday.

The Prilgrim Congregational society of Minneapolis enjoyed the day at Lake Park yesterday. There were 300 people in the party.

Carrol and Burt Gates, the Minneapolis real estate dealers, with their families, are occupying a cottage at Lake Park for the summer.

The People's Theater orchestra from St. Louis has arrived at the Hotel St. Louis and will furnish delightful music during the season.

The regular hop at the Lafayette this evening will be a brilliant affair. The Patriarchs will lend a charm to the occasion by their presence.

Capt. and Mrs. S. Pepper, Mrs. E. B. Goodwin and Miss Gatty of St. Louis will occupy the Rumsey cottage at Spring Park for the season.

Hon. C. A. Belden and family and Col. R. C. Benton, attorney for the Manitoba road, were among the prominent people at the lake yesterday.

The family of Hon. C. H. Chadbourne, the banker of Rochester, Minn., are stopping at Connor's Long View house, Excelsior, for the season.

Rev. L. D. Boynton and family entertained a party of friends with a ride on the Phœnix yesterday. All the points of interest on the lake were made.

Commencing with this evening the Rosander will make a trip to upper lake and return from Hotel Lafayette each evening for the pleasure of the guests. Half past seven is the hour of departure.

The Patriarchs will furnish sixteen orders for dancing at the Lafayette this evening. Prof. Thiele's orchestra will furnish the music and Prof. R. H. Evans will be master of ceremonies.

Charles Milanesi, one of the sailors employed on the Belle of Minnetonka, lost a pocket book containing a check for $4,166 from the boat Monday. The check was indorsed with Milanesi's name by some party unknown, and when presented at the bank was paid. The man who abstracted the check from the book is wanted by the officers.

Al Plummer, manager of the Lafayette Base Ball club, announces that his team will be strengthened, and that as early as the 15th they will be able to compete with any team on the lake.

The National Association of Traveling Passenger Agents, representing nearly all the railroads of America, has voted to hold its annual meeting in July, 1886, at Minnetonka, making headquarters at the Lafayette.

Mr. and Mrs. F. W. Delamater, Louis Delamater, Mr. and Mrs. George Gray, K. McDonald, Louis Gray and J. H. Colton of Minneapolis have spent a few days pleasantly with Mr. and Mrs. Bingham of Linwood.

Mrs. Gen, Sherman, Miss Sherman, Miss Rachel Sherman, P. T. Sherman and servants arrived at the Lake Park hotel, over the Minneapolis & St. Louis road, yesterday morning, by special train. Gen. Sherman will follow in a few days.

Lake Park arrivals: Mrs. J. W. Emery, Quincy, Ill.; Mrs. C. E. Thorpe, Minneapolis; J. W. Lusk, A. J. Thedden, Pittsburg, Penn.; I. C. Seeley, C. J. Bartlett, Minneapolis; R. H. Stone, St. Louis; John R. Hutson, St. Paul, Miss M. J. Axtell, Minneapolis.

At Hotel Lafayette: M. Hemman, Mrs. M. Hemman, Miss Lillie Hemman, Milwaukee; Mrs. Charles Cooke, Cincinnati, O.; J. C. Miggins, J. C. Beck, Jr., W. H. Hosver, G. A. Beck, S. R. Hudson, P. D. Harding and wife, W. A. Thomas and wife, J. M. Dale and wife, J. B. Work, Goshen, Ind.; H. M. Smythe, St. Paul; D. McCalley and wife, Miss May McCalley, E. McCalley, Middletown, O.

Prof Hoppe's orchestra will play the following program at the Lake Park, from 5:30 to 7:30 this evening:

March	Monte Cristo	Wiegand
Overture	Bonnie Scotland	Catlin
Waltz	Naples	Waldteufel
Medley	Dudes of 1885	Claude
Dance	Turke	Polak Daniels
Galop	Thirteen Club	Conner

Rifle and Gun.

The Gun club had an interesting shoot yesterday at the range, near Minnehaha. The day was blisteringly hot, excepting which fact it was fine for good scores. For the club badge the following was the score:

Rockey	16	Mulachy	14
Bailey	11	Krueger	16
Johnson	14	Caulkins	12
Jones	11	Bush	16
Murphy	14	Martin	8
Dennis	11	Marshall	11

The ties on 16 were shot off at five birds, Rockey and Krueger tying on four. The two then tied three times on five birds, on the fourth Rockey missing one bird and giving the badge to Krueger. The usual sweepstakes closed the sport.

The East side members of the Rifle club had a long shoot at the University range yesterday afternoon.

MINNEAPOLIS GLOBULES.

The police arrested about twenty boys who were swimming in the mill pond, last evening.

The county commissioners yesterday considered the list of delinquent taxpayers and a number of applications for tax abatements.

Eight warranty deeds were filed yesterday with the register of deeds, conveying property from G. F. Farrington to G. V. Been, amounting in value to $48,300.

Charles Smith was fined $10 in the municipal court yesterday for disorderly conduct. He got into a row in an East side saloon and smashed a large plate glass front.

A large number of admirers of turf sports drove down to Midway park yesterday afternoon to witness the feats of Commodore Kittson's wonderful string of pacers and trotters.

The Murphy club will have a musical and literary entertainment it its rooms at 220 Hennepin avenue to-morrow evening, and a Gospel temperance meeting next Sunday evening.

The W. C. T. U. will hold a mothers' meeting at 3 o'clock and a Band of Hope meeting at 4 o'clock to-morrow afternoon, in its rooms in the Spear block, on the East side, corner Fourteenth avenue southeast and Fourth street.

The board of directors of the Athenæum Library association failed to get a large attendance yesterday. The matter of entering into a compact with the public library board was discussed with closed doors, and a favorable conclusion was arrived at.

About three weeks ago A. J. Dahl's little eight-year-old boy was savagely bitten by an ugly dog owned by Ole Olson at the corner of Fifteenth avenue south and Sixth street. The wound is very troublesome and refuses to heal. Yesterday Mr. Dahl made application in the municipal court to have the brute killed.

The Central W. C. T. U. will hold its meeting this afternoon at 4 o'clock in the Friends' church, corner of Eighth street and Hennepin avenue. Mrs. Gallinger will lead the devotional exercises, after which the subject of hygiene and heredity will be discussed with scriptural reading bearing on the subject.

It was a mighty dull day in the municipal court. The only noteworthy case was that of Thomas Allen, related in yesterday's GLOBE. He is the man arrested for prosecuting a system of stealing at Mrs. Phelps' boarding house, and he pleaded guilty to the charge of stealing Mrs. Nolan's watch. He paid a fine of $14.80.

At the semi-annual meeting of the Young Crusaders' Temperance society of Holy Rosary parish held on Tuesday the following officers were elected: President, John Dorthey; vice president, Patrick Connelly; recording secretary, Richard Crow; financial secretary, Mr. Nevin; treasurer, Dannie Garvie. The temperance societies were addressed by County President Dunn, and Rev. Father Daley delivered a very fine address to the young men, encouraging them in their good work.

MINNEAPOLIS PERSONALS.

G. S. Barnes, the Fargo elevator man, is in the city.

Col. Hans Mattson left yesterday for New York.

Gen. A. B. Nettleton left for the East yesterday.

T. Stressgath, druggist, of Arlington, is at the Nicollet.

Rev. Dr. Sutherland and John T. Moore of Toronto are at the West.

E. Locke of Locke & Bunker has gone to Atlanta, Ga., on a visit to friends.

J. P. Schmitz, the C. O. D. clothier of Fergus Falls, was in the city yesterday.

Superintendent R. R. Cable of the Rock Island road, with his wife, was at the West.

George R. Van Norman, purchasing agent for the Canadian Pacific railroad, is at the Nicollet.

H. B. Tillingast, an extensive saw manufacturer of Toledo, O., with his wife, are the guests of U. W. Merriam.

Richard, Kufeke, Liverpool, and H. M. Campbell, London, were arrivals from abroad yesterday at the West.

Dr. George W. Lawrence, a popular dentist of Chicago, is in the city, having come to St. Paul with the Odd Fellows. He is so favorably impressed with our city that he is looking for an office to locate here permanently.

Attorney L. J. C. Drennen has just returned from a professional visit to Martin's Ferry and other cities in Ohio. Mr. Drennen was accompanied home by his sister, Mrs. Nettie Robinson, who will spend several weeks in Minneapolis.

The Luxury of Disease.

Washington Critic.

It is a somewhat remarkable circumstance that you never hear of a poor man having the hay fever.

Grigg's Glycerine Salve.

The best on earth can truly be said of Griggs' Glycerine Salve, which is a sure, safe and speedy cure for cuts, bruises, scalds, burns, wounds and all other sores. Will positively cure piles, tetter and all skin eruptions. Try this wonder healer. Satisfaction guaranteed or money refunded. Only 25 cents. Sold by P. J. Dreis.

THE CASE CLOSED.

Argument Finally Ended and the Big Land Suit Turned Over to the Court.

Van Voorhis Ends His Plea, Devoting Himself Mainly to the Law Points Involved.

Bryant Eloquently and Pathetically Closes the Argument of the Plaintiff

By Mopping the Court-Room Floor With What Remains of Innes and Menage.

The Great Suit.

The argument in the great King-Remington suit was concluded this afternoon in the district court and an adjournment was taken without date. For eight days past the court has patiently listened to the pleas of the counsel and a feeling of relief was experienced by all concerned when Mr. Bryant spoke the concluding words of his argument, which signified that the end had come at last. At 9:30 o'clock in the morning, Mr. Van Vorhis, for the plaintiffs resumed his consideration of the relation of trustee and cestui que trust, claiming that Remington occupied a fiduciary relation. He also considered the position of Remington as a trustee. After citing numerous decisions, counsel summed up the conditions which make it the duty of the court to declare Remington a trustee in order to compel restitution, as follows:

First—There is the agreement made by Remington with Col. King, to bid in this property at the sale of King's assignee in bankruptcy, for Col. King's benefit,

TO HOLD FOR KING,

just as he held the lands before. In this view it is not material whether Remington was a trustee or a simple mortgagee. He was mortgagee and also trustee. If either or both he must account, and the plaintiffs are entitled to redeem.

Second—There is the deliberate but concealed intention of Remington to violate this agreement and to cut off Col. King entirely—the agreement being used as a fraudulent means to accomplish the purpose. It does not help Remington to say that Innes is alone guilty of the trickery. Remington has the avails of the fraud, and is as guilty as his agent.

Third—There is the inadequacy of consideration. A property worth at least $250,000 over and above incumbrances, is sold for $25.

Fourth—There is the arrangement to bid $25 in King's interest, and the neglect of King and his friends to attend the sale, and to get others to bid in his interest.

Fifth—There is the statement to the officer who made the sale, to induce him to sell at this infinitessimal sum, that the bid was in the interest of all concerned. A conscientious officer might well be surprised, as Capt. Whitney was, at such a bid as this. And upon stating his objection to entertaining such a bid, his mind might easily be satisfied by the statement from a responsible quarter, that this bid was in the interest of all who were concerned in the matter—the interest of King, of Remington, and of the creditors.

Sixth—There was the failure of bidders to attend the sale. The arrangement was known, beyond doubt.

NO ONE CARED TO BID,

in the circumstances, against the interest of Col. King. Only three men attended the sale: Innes, the agent of Remington, Capt. Whitney, King's assignee, and Mr. Morrison, the mutual attorney of King, Remington and the assignee, who went to see that the agreed arrangement was carried out, and who swears that it was carried out.

Col. King has performed on his part. He promised Remington to stand by him and see him through. He did so. It was his vigor, efforts and services which secured the construction of the motor road, so beneficial to these lands. He had no motive to render the services performed by him in the interest of that road, except that he expected to be benefited by the aid it would give to bring these lands into market. He got donations of land for this road. He secured for it the right to use a city street for its track, an acquisition for which Innes had labored in vain. It appears that this concession was granted with great reluctance by the horse car company and only granted

BECAUSE OF A PROMISE

to Col. King when he parted with his stock that such concession should be made for his benefit. He used that, which was a valuable piece of property, for the benefit of these lands, by insisting that it should be considered, and probably in no other way could the motor road have acquired the right of way in any street in the city. He spent considerable money as well as time in the same cause.

Even if Philo Remington, therefore, were a mortgagee, pure and simple; even if he were not in any sense a trustee; if he had never been clothed with any power in trust, his purchase at the bankruptcy sale of Col. King's lands, under the circumstances of the case, was as trustee for Col. King, and before he can set up the invalidity of the contract he must make restitution of all that he acquired by that preconceived and barbarous fraud.

AS TO MENAGE,

he is not a bona fide purchaser of any of the lands in the controversy and is entitled to no protection. He took a portion of the lands of Col. King which were conveyed to him, impressed with the trust. The reasons in support of this proposition are conclusive and abundant:

First—This defense is not sufficiently pleading. It is an affirmative defense, and the onus of pleading and proving it is upon the party who relies upon it. The answer being insufficient to allege this defense, it entirely fails.

Second—He had constructive notice of the trust by the references to the defeasance in the deeds.

Third—He had actual notice, as a joint grantee and co-partner with Innes, and is chargeable with the knowledge which Innes had.

Fourth—He bought the lands for a grossly inadequate consideration—less than half their value.

Fifth—He has not paid the consideration, but has only secured its payment, and he derived the money with which he made such partial payments as have been made, from the lands themselves. He put in no money of his own.

Sixth—The sale to Menage is surrounded with circumstances of suspicion.

THESE CONSIDERATIONS

were separately discussed, and authorities cited in support of the construction of the law made.

Caroline M. King is simply a surety for her husband. Remington had actual notice that she was the owner of the lands, because Col. King so testifies, and Judge Prescott so testifies, and Mr. Remington does not deny. He also had notice by the record title of Mrs. King. It is conceded that Mrs. King's grantors had the legal title to these lands. This is equivalent to conceding that she had the legal title. That she had such title is a fact not to be doubted for a moment. Her record title is notice to Remington, and he could not deal with her land to her disadvantage. Here was no defeasance running to Mrs. King, and none was needed. She put her property in to secure Remington for his advances for her husband's benefit. It was the plain duty of Remington to satisfy his demands out of Col. King's property before resorting to her's. Remington has in fact made a present to Robert S. Innes of a large portion of Mrs. King's property, under the pretense that it is compensation to Innes for services. The falsity of this pretense is apparent. Innes probably never received to exceed a thousand dollars a year for services in his life before he undertook this business. He now claims to hold $1,000,000 worth of this property for services. This, for the five years that he was in Remington's employ, would be $200,000 a year.

AND WHAT KIND OF SERVICES

did Innes render? Col. King testifies that Innes agreed to serve him as well as Remington, and this Innes does not deny. The chief service that Innes has rendered to Col. King and his wife, is that kind of service which a burglar renders to a bank when he cracks its safe, and which the highwayman renders when he stops a traveler and demands his money. He has done his best to rob them of every dollar of their property.

Counsel for defendants in his opening stated that the conveyances to Mrs. King in 1874, from her husband, were void, because, as he asserted, they were made to hinder, delay and defraud creditors. It was scarcely worth while to waste any time on this proposition, but the perfect answers to it are, first, there is no proof of that fact; second, if it were made for that express purpose, it is good as between the parties, and no one but a creditor who is hindered and delayed, can raise any objection. Mr. Remington is not such a creditor. It would be curious to explain why Mrs. King should turn out all her property to secure creditors if either she or her husband designed to cheat them.

REMINGTON WAS NOT A CREDITOR

at all of King at the time King executed the deed to his wife or caused it to be done. It does not appear that the Seattle money had been advanced at that time. Besides, a queer way to cheat Remington it would be to give him all the property as security.

The attempt to show that Mrs. King was not a surety by showing that some of the money was borrowed for her benefit, utterly failed. Col. King's testimony shows that there was no provision made for any liens on his wife's property. Whatever Remington did in that regard, was done for his own protection and in taking care of the property entrusted to him by Mrs. King.

Mr. Van Voorhis here concluded reading his printed brief, and adjournment was taken for dinner.

THE CLOSING PLEA.

In the afternoon court convened a half hour earlier, in order to afford N. P. Bryant an opportunity to complete the argument for the plaintiff. The fame of the ability and eloquence of this distinguished attorney, which has reached Minneapolis from Boston, drew out a large attendance of spectators and the court room was completely filled, many ladies being among the number. Mr. Bryant spoke for three hours very earnestly, devoting his attention to a review of the circumstances surrounding the various transactions, for the purpose of showing that the original agreement between King and Remington was a deed of trust and not a mortgage. His plea was more interesting to the spectators than the preceding arguments of the counsel, for the reason that he did not consider any abstruse legal problems, but confined himself to an endeavor to link together a chain of evidence which would indicate that the agreement was understood and considered to be a trust by all parties concerned until the alleged plot was sprung by Innes to cheat King out of his property. He first returned thanks to the court for its patient endurance, and referred to the efforts of the counsel for the other side as both able and ingenious; as commanding the admiration, but not the assent, of himself and colleagues.

ONE OF THE MOST IMPORTANT FUNCTIONS

of a court of equity is to correct mistakes; to right the wrong in cases of fraud, so that the real intentions of the parties to an instrument of agreement shall be carried out. He would treat the cases as inseparable, and would endeavor to show by the written statement, the oral agreements, and the conduct of the parties what the real intention was.

All things are in harmony with the theory which we accept and insist upon. We have the facts and ask the court to examine and penetrate them, and have a right to ask it. The first great source from which to judge the intention of the parties is the agreement between Remington and King. At a glance it is plain that Remington was to hold, to manage, to preserve the property for King. The instrument may be crudely drawn up, but it is sufficient to show what the intentions of the parties were. The right to sell and mortgage was given, to be exercised at indefinite times should such and such contingencies arise. The amounts were left blank, and the time for repayment was not set, showing that the property was to be managed as events should indicate.

It then became the duty of Philo Remington to sell theis property, not for his own benefit but for their mutual benefit. The right to sell to use proceeds therefrom to pay off debts other than his own was a duty and a power wholly foreign to a mere mortgagee. The amplest resources for the preservation of the property and the protection of himself were given to Philo Remington. It was his duty, as distinguished from the power of a mortgagee, to sell, and he could not become a purchaser. When he accepted these trusts by signing this instrument of defeasance, he could secure his release only by executing its obligations. Securing and corroborating this instrument is the parol agreement

WHAT WERE THE RELATIONS

of the parties and what were the circumstances leading to the execution of the various instruments between them? In April, 187,5 Remington was not a creditor of King, and King went to him embarrassed by debts. What was his purpose? A suit, which had been instituted against him by the Pacific Steamship company, had alarmed his creditors, and unless he could find some friend to help him he must lose the profits of a life. When Philo Remington yielded to this urgent appeal to save this vast property, he did it to save the fruits of his friend's life. This was the object which was understood. There was not a purpose indicated through the conduct of these parties through a series of years which was not in accordance with this.

William S. King thought he had a princely estate which needed only temporary assistance, but Philo Remington, with his business prudence, asked if there was any additional security. Mr. King said that his wife had some property. Mr. Remington said it had better all go in, and so now holds all, not only of William S. King, but all his wife had.

Philo Remington accepted this trust. There were only two ultimate objects to be accomplished. The first was to repay Remington, the second was to restore to King and his wife any residue. The first has been accomplished—more than accomplished. What has become of that unexhausted residuum? It has come into the hands of persons other than the rightful owners. Who are they? Menage and Innes and Mrs. Remington now come into court and claim the property. It is not claimed that William S. King has by any act forfeited, nor has by any operation of law broken this agreement. The agreement is denied. In all my practice, observation and reading, I have never known of so heartless and so conscienceless a defense, nor of a course more wicked than is now being pursued by these men who are now trying to steal this property.

Mr. Bryant here digressed to speak concerning the omitted lands, simply saying that it was not necessary to come to the court to reform the deed. In this connection the history of the Lake City, Johnson and Manwarring judgement sales were briefly given. Coming down to the time of

THE BANKRUPTCY SALE,

he ridiculed the proposition of Judge Shaw that by the bankruptcy sale the relation of creditor and debtor between Remington and King was destroyed and the debt extinguished. Any police court in the country, he said, would overrule such a legal proposition as that. Col. King, up to the time of the bankruptcy sale, had vigilantly watched all transactions affecting his property. When he found his health was breaking down he wrote to Remington, asking that some one should be sent here to take charge in their mutual interests. Innes came out here and was shown how "beautiful was the property called Lyndale from the pavilion at the lakes."

The agreement that the lands should be bid off in Remington's name for King's benefit is sworn to by Capt. Whitney, the assignee, Mr. Morrison and Col. King, but is denied by Innes, who says that he intended to cut off all of King's equities by that sale. If he did this it is the open confession of a criminal. If he did this he did not dare to let anyone know it. What happened immediately after the bankrupt sale? King and Innes had an office together, and when King talked of moving out Innes objects, saying that they should be together, as he was only acting for King's ultimate benefit. This is the first verse of the first chapter of the revelations of Innes and Remington. What else happened? Mr. Snell, a carpenter, testified to Innes having on three different times spoken of

COL. KING'S INTEREST

in the property. Mr. Buffington, the architect, also testifies to a similar acknowledgment. Then we have the testimony of Thomas Lowry and others concerning the efforts of Col. King to obtain a right of way for the motor line, upon which the value of this property so much depend. And we learn, too, that it was only through him that this was obtained. Oh, if we had known Innes as well then as we do now, this court would never have been called to endure all this!

Mr. Bryant then reviewed the matters pertaining to the agreement between Remington and King up to 1882, the transactions of Innes, the building of the motor, and stated that from May, 1875, up to 1882 there was never a single act or word uttered which was not in accordance with the original contract. The counsel of the other side have not found a single violation. The only defense is a denial.

When we come to the accounting we shall find that Mr. King's offer of $250,000 was a liberal one, the word of the veracious Innes to the contrary notwithstanding. He stands here impeached and contradicted, and we are not bound to accept anything he says. We may apply to him the maxim, falsus in uno, falsus in omnibus, in view of the prevarications of which he has been guilty.

In regard to the Menage deeds Innes evidently without intending told the truth. Uses have been made of the statute of frauds that would have astonished the originators of that measure, and which would have paralyzed any state court. I do not pass over the wrongs committed by Mr. Remington lightly. He certainly has acted the part neither of an honest man nor a friend. As for the counsel of the other side, while I esteem them as men of integrity, it certainly must have been a severe strain for them to offer such a defense. The Menage deeds are not valid. The property has been simply placed in his hands to suit the purposes of the plunderers.

THE TIME TO REDEEM

has come. Philo Remington has never had a dollar on the property since 1876 up to the present time, the amounts received from the estate far exceeding those which were necessary to pay out. What are the rights of Innes, who has stolen this property, and of Menage, who never paid a dollar for it, compared with those of Mr. King or of Mrs. King, who has given up her parlor for the kitchen all these years.

After expressing the hope that this would be one of the great equity cases of the country and by example sustain the morality of Minnesota courts, Mr. Bryant closed with an eloquent picture of the wrongs and trials of his clients, and resumed his seat amid applause from the spectators.

ELECTRIC LIGHTS.

The Locations of the New Lamps to Illuminate the City.

The city council has authorized the proper city officers to enter into a contract with the Brush Electric Light company to hang electric lamps for the purpose of lighting the streets as follows:

In the First, Second and Seventh wards as designated in yesterday's GLOBE.

Sixth Ward—Washington avenue and Nineteenth and Twenty-first avenue south; First street and Twentieth avenue; Cedar avenue and Eighth street, Franklin avenue, Twenty-fourth street and Twenty-second avenue south. Two-and-a-half street and Nineteenth avenue south; Fourteenth avenue and 6th street; Thirteenth avenue and Fifth street; Sixteenth avenue and Seventh street, Thirteenth avenue and Second street; Fifteenth avenue south and Second street; Twentieth avenue and First street, Bloomington and Franklin avenue.

Eighth Ward—Nicollet avenue, on the corners of Twenty-fourth, Twenty-sixth, Twenty-eighth and Lake streets; Portland avenue, on the corners of Twenty-fourth, Twexty-sixth, Twenty-eighth, Thirty-second and Lake streets; Third avenue south, on the corners ot Twenty-sixth and Twenty-eighth streets; on Three-and-a-half avenue south, at the corner of Thirty-second street; Fourth avenue south and Twenty-fifth street; Stevens avenue and Twenty-sixth, Twenty-seventh, Twenty-ninth and Thirty-first streets; Pleasant avenue, on corners of Twenty-seventh, Twenty-Ninth and Thirty-first streets; Lyndale avenue, on corners of Twentieth, Twenty-second, Twenty-fourth, Twenty-sixth, Twenty-eighth and Lake streets; Dupont avenue and Twenty-seventh and Lake streets; Hennepin avenue and Thirty-first and Thirty-fourth streets. Third avenue and Washington avenue north, Fifteenth, Seventeenth and Twentieth avenues; Twentieth avenue north, at Fifth, Seventh, Ninth, Eleventh, Thirteenth and Fifteenth streets; Plymouth and First, Fourth and Sixth streets; Tenth avenue and Fourth streets.

The committee on gas reported that in their opinion it would not be wise to locate lights at present.

Moonlight Excursion

And dancing on the barge at White Bear lake to-night.

Minneapolis Real Estate.

YESTERDAY'S TRANSFERS.

Thirty-two warranty deeds were filed yesterday with the register of deeds, as follows:

Lt 11, blk 6, Calhoun park: lts 9 and 10, blk 35, Remington's 2d add: L J Skinner to Samuel M Skinner	$3,000
Part of lts 7, 8 and 9, Menage's 4th add; R B Jervis to Helen M Davis	2,000
Lt 3, E A Lawrence's add; Nellie J Fuller to A L Loomis	1,000
Lt 3, E A Lawrence's add; A L Loomis to R H Broot and A W Daynes	1,500
Lt 12, blk 2, Wood & Smith's subd of lt 1, Emerson's add; J H McJustice to Elias Morrison	1,200
Lt 12, blk 6, Cobb's add; Quirin Schabe to N J Anderson	1,500
Lt 3 blk 5, Smith & Bell's rearr of blk 6, part of blks 5 and 194, Murphy & Sulley's amendment; Charles Machel to Christin Lippe	1,150
Lt 21, Melville's rearr of blks 3 and 6, Brackett & Bovey's add; E F Webster to John Johnson	1,350
Lt 4, blk 2, Motor Line add; Sue C Adams to David West	5,000
Lt 21, Melville's rearr of blk 3 and 6, Brackett & Bovey's add; John Johnson to E W Dana	3,000
Lts 7, 8, blk 1, Bell Bros.' add; D R Wagner to E J Woolf and Owen Thomas	2,500
Lt 6, blk 4, Maben, White & Le Bron's add; Julia A Travis to J O Moulder	1,000
Part of lts 5 and 6, blk 1, Cornell's add; S Hewitt to G F Farrington	7,500
Same property; G F Farrington to G V Been	7,500
Lt 6, blk 4, Crim's 2d add; same to same	4,000
Part of lt 17, blk 10, Morrison G Lovejoy; same to same	2,500
Lt 13, blk 11, S Side add; same to same	1,350
Lt 4, part of lt 3, blk 1, Cornell's 2d add; same to same	18,000
Part of lt 11, blk 1, F Cook's Riverside add; same to same	2,500
Lt