

SAINT PAUL.

IN SOCIETY'S REALM.

There was lots of fun at the Livingstone Avenue M. E. church last evening. The occasion was an ice cream festival given on behalf of the church by the young people, and there were plenty of the latter on the spot to eat all the ice cream in sight in short order. A very good musical was an additional attraction.

Rev. Dr. Turner delivered an interesting lecture at the men's mission on East Seventh street last evening. There was a large attendance, and evident interest in the discourse throughout.

An entertainment that will probably fill Turner hall to overflowing on Thursday night, will be the concert by Hensler's American Cadet band, composed of twenty-five boys, ranging in age from eight to twelve years. The following programme will be given:

Part I.
Lounsen March.....Faint
Post-Quintette.....Hensler
Section from Martha.....Flotow

Part II.
The Two Little Nightingales, Polka.....Killing
(Duet for Two Violins).....Hensler
German Patrol.....Hensler
Grand Selection from Evangelina, E. E. Rice
Overture—"Beautiful Land".....Hensler

Part III.
Lili Redowa.....Kiesler
Grand Medley, Grand Polka.....Coom
Melodies.....Hensler

A reception was held yesterday afternoon at the residence of Mrs. W. D. Pellet on Smith avenue in honor of Miss Maud Anson, who is visiting. Mrs. Pellet from Racine, Wis. The parlors were very prettily decorated, and arrangements had been made for the illumination of the grounds adjoining the residence, which, however, unhappily were not carried into effect, owing to the non-arrival of the electric light.

The affair was a brilliant and thoroughly enjoyable one. A very pleasing musical evening was given, and the principal object of the occasion—that of introducing Miss Anson to St. Paul people—was accomplished. Among those present were Misses D. H. Clark, Williams, Johnson, Grace, Mann, Cornick, Mulligan, Nelson, Putnam, Simpson and Howard; Messrs. Kinney, Ray, H. Mulligan, Powers, Egan, Black, Poole, Schlicking, Lyons and Robinson. Miss Anson returns to her home in Racine, Wis., tomorrow.

Mr. and Mrs. Seward Robinson were surprised last evening at their residence on Raymond avenue by the arrival at 8 o'clock p. m. of about twenty of their young friends, bent on having a general good time, and on having it right then and there. A number of tables were forthcoming, and in a very few moments a euchre game was in full swing. The cards held sway until 10 o'clock, and then the dance began, a very pleasant evening. The visitors presented their host and hostess with a very handsome basket of cut flowers, the occasion being the first anniversary of their wedding.

A lawn tennis social will be held Thursday evening at the residence of Mrs. M. C. Timmons, 120 East Isabel street, under the auspices of the Young People's Society of the Church of the Ascension. An *afresco* dance will be among the attractions.

Miss Stephanie Holden will give an ice cream social at her residence on Mississippi street Friday evening. The proceeds to be devoted to church purposes.

Mr. M. E. Cordigan, of Kansas City, accompanied by his daughter, Mrs. J. M. Cordigan, are in St. Paul for a few days visiting among old friends.

Mr. and Mrs. Blomquist, of San Francisco, are in St. Paul for a few weeks' visit. They will spend the remainder of this week at Minnetonka.

Messrs. A. W. Farrell, G. C. Broughton, Arthur Collier and Fred B. Stokes left yesterday on a hunting tour over Albert Lea.

Miss Mary Peterson, of Detroit, arrived in St. Paul yesterday on a visit to Mr. and Mrs. Dwyer, of East Third street.

Mrs. F. T. Rhodes, of West Fifth street, gave a 5 o'clock tea yesterday afternoon to a select circle of friends.

Dr. and Mrs. C. M. Mercer, of Omaha, were in St. Paul yesterday, the guests of Mr. and Mrs. A. E. Lamm.

The Misses Ella and Marion Reeves, of Eau Claire, are visiting Miss Mabel Colyer, of St. Anthony Park.

Mr. and Mrs. Albert Day, of La Crosse, Wis., are the guests of Mr. and Mrs. T. F. Boer this week.

Miss Florence Daly, of East Tenth street, has gone to New York, and will be absent for several weeks.

Mr. and Mrs. George A. Simpson, of Winnetka, arrived in St. Paul yesterday for a week's visit.

Mrs. Jessie Lewis, of Ottumwa, Pa., is visiting Mrs. Esther Jewett, of Wabasha street.

Miss Carrie Carter, of Seventh street, is visiting Mrs. C. E. Stone, of Canada street.

Mr. and Mrs. M. A. Lawton returned from the Yellowstone country yesterday.

Mr. and Mrs. G. W. Griffin, of Fayette, O., are registered at the Merchants.

Miss Mona Peters, of South Robert street, is visiting friends in Winnetka.

Mrs. J. A. Fisher and daughter, of Woonsocket, are Windsor guests.

Mr. and Mrs. David Hastings, of Memphis, are staying at the Windsor.

Mayor H. J. Rice, of Huron, S. D., was in St. Paul yesterday.

Mr. and Mrs. S. S. Stackhouse, of Davenport, D. C., are at the Windsor.

Mr. and Mrs. T. W. Noyes, of Washington, D. C., are at the Ryan.

Senator Finette, of Goodhue county, was in the city yesterday.

Mr. and Mrs. A. R. Jones, of Boston, are staying at the Ryan.

John Oldfield, of Grand Forks, is at the Charendon.

M. F. De Garis, of Kansas City, is at the Windsor.

John H. King, of Chamberlain, S. D., is in the city.

Leont and Mrs. Root, U. S. A., are at the Clifton.

W. G. Ray, of Duluth, is visiting friends in the city.

J. J. Washburn, of Duluth, is at the Merchants.

Mayor Smith left yesterday for a chicken dinner.

Mrs. W. L. Parker, of St. Cloud, is in St. Paul.

Labor Notes.
A meeting will be held at Labor hall, 70 East Seventh street, to-morrow afternoon at 3 o'clock for the purpose of organizing a musicians' protective union. The meeting promises to be well attended, and all musicians are requested to attend.

At a special meeting held at Labor hall last night by the Retail Clerks' union, No. 4028, it was decided to give a moonlight excursion on Thursday, 28th inst., on the steamer "Hennepin." The next regular meeting will be Wednesday, August 27.

The executive committee of the trade and labor assembly met last evening, and the following organizations reported thus far for the labor day parade: Trade and labor assembly, plumbers, international union, electricians, painters, boiler-makers, plasterers, plumbers, four K. of L. assemblies, bricklayers' international union, cigar makers, tin molders, three carpenters' unions, tin cornice and sheet iron workers, bakers, tailors, typographical union, horse-shoers.

FOUND A STRANGE TRIBE.
Descendants of the Aztecs Discovered in the Grand Canyon.

SAN FRANCISCO, Cal., Aug. 19.—Col. Holabird, who has been exploring the Grand Canyon of the Colorado, came across a practically unknown tribe of Indians, the Yavi Supias. He says they belong to the Apache family and that he was the second white man who ever visited their canyon. The men are magnificent specimens of manhood. They numbered just 247 in the tribe, two-thirds of whom are females. There are but two ways of approach to the valley in which they live. It is inclosed by perpendicular walls 4,000 feet high. The chief of the tribe is an old man of sixty named Capt. Tom, being thus christened by John D. Lee, the Mormon, who for six years was living in the valley. The Yavi Supias evidently descended from the Aztecs. They are in a starving condition, living on grass and cedar berries.

ALUM TO BE LABELED.

The Supreme Court Overhauls the Food Laws of the State.

Sections Relating to Sale of Baking Powder Are Upheld.

Powders Containing Alum Must be Labeled Under the Law.

A Number of Other Decisions of Interest to Lawyers and Citizens.

The supreme court yesterday decided the constitutionality of the baking powder law—that is, so far as sections 1 and 2 of chapter 7 of the general laws of 1889. The question arose in the case:

Joseph A. Staly, Appellant, vs. Ebenezer Thompson, Respondent.

The question which the court had to decide was whether sections 1 and 2 of chapter 7 of the general laws of 1889, embracing a prohibition of the sale of baking powder containing alum, unless the label thereon shall contain a statement of the fact that it contains alum, is a constitutional exercise of legislative power. The sections declare it to be a misdemeanor to manufacture for sale within the state, or to offer for sale, or to sell baking powder containing alum, unless the label thereon shall contain a statement of the fact that it contains alum. "This baking powder contains alum" shall be affixed to each package of the same. The court holds that the act does not embrace more than one subject within the meaning of the constitutional prohibition, and the act may be fairly construed as relating to the manufacture or sale of alum baking powder, but it requires the fact that it contains alum to be disclosed in a manner specified. This, the court holds, is within the power of the legislature to impose. The judge's opinion relates the existence of a belief as early as the middle of the last century that alum was harmful as a food ingredient, and quotes the various statutes forbidding its use. The act is not injurious or otherwise, when used as an ingredient in food articles, is held to be not material to the enactment of the law in question, nor would the law providing for the marking of the packages containing the compound be subject to objection on constitutional grounds. But it cannot be doubted that the act is a common right of the people to be informed if the substances which they purchase for food contain ingredients which are hurtful or which they believe to be so. As the detection of the presence of alum is not commonly available, the law requiring the packages to be marked is justified. Other sections of this statute relating to the marking of goods not branded as required by the act, and as to the manner in which such goods may be disposed of, the court deems it unnecessary to discuss the validity or otherwise thereof, the real point at issue being the validity or otherwise of the law relating to the marking of the goods.

The order of the lower court is affirmed. The syllabus of the cases is:

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The requirement of sections one and two of that statute, that baking powder containing alum be marked so as to show that fact, held constitutional, whether or not other sections of the act are constitutional.

Mistake of Fact.
Llewellyn A. Cobb, et al., appellants, vs. John R. Cole, respondent. Order affirmed.

A mistake of fact in an accounting between co-partners upon dissolution of the partnership affords ground for relief in equity, irrespective of any gross agreement that the mistake should be corrected. In an equitable action, specific issues having been tried before a jury by order of the court, and leaving other material issues untied, the court, upon the verdict of the jury, ordered judgment for the defendant. Held, that the plaintiff's bill, by failing to set out a new trial for such error, but only to a trial of the untied issues, upon motion being made therefor, was not entitled to direct specific issues in an equitable action to be tried by a jury.

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contract to accept such a title, as respects the estate of the infants. A suit tried by the court yesterday, having been fully submitted for adjudication, and the court having therefore directed a judgment on the merits without having made any express findings upon the issues, held, that the remedy for this omission of the court is by application to the court to correct its own omission, and not by appeal from the judgment.

A Company's Duty.
George La Pate, appellant, vs. William H. Truesdale, receiver of the Minneapolis & St. Louis Railway Company, respondent. Order reversed.

The mere fact that a railroad is within the limits of an incorporated village does not exempt the company from the statutory duty of enclosing the track, where practicable, by fence, and cattle guards. The fact that it is necessary to leave the track unenclosed at a particular place does not justify the corporation to enclose it beyond that place.

Conveying Lands.
Peter Amos, et al., plaintiffs, vs. Julius Gross, appellant, vs. Chicago & St. Paul, Minneapolis & Omaha Railway Company, respondent. Order affirmed.

The question which the court had to decide was whether sections 1 and 2 of chapter 7 of the general laws of 1889, embracing a prohibition of the sale of baking powder containing alum, unless the label thereon shall contain a statement of the fact that it contains alum, is a constitutional exercise of legislative power. The sections declare it to be a misdemeanor to manufacture for sale within the state, or to offer for sale, or to sell baking powder containing alum, unless the label thereon shall contain a statement of the fact that it contains alum. "This baking powder contains alum" shall be affixed to each package of the same. The court holds that the act does not embrace more than one subject within the meaning of the constitutional prohibition, and the act may be fairly construed as relating to the manufacture or sale of alum baking powder, but it requires the fact that it contains alum to be disclosed in a manner specified. This, the court holds, is within the power of the legislature to impose. The judge's opinion relates the existence of a belief as early as the middle of the last century that alum was harmful as a food ingredient, and quotes the various statutes forbidding its use. The act is not injurious or otherwise, when used as an ingredient in food articles, is held to be not material to the enactment of the law in question, nor would the law providing for the marking of the packages containing the compound be subject to objection on constitutional grounds. But it cannot be doubted that the act is a common right of the people to be informed if the substances which they purchase for food contain ingredients which are hurtful or which they believe to be so. As the detection of the presence of alum is not commonly available, the law requiring the packages to be marked is justified. Other sections of this statute relating to the marking of goods not branded as required by the act, and as to the manner in which such goods may be disposed of, the court deems it unnecessary to discuss the validity or otherwise thereof, the real point at issue being the validity or otherwise of the law relating to the marking of the goods.

The order of the lower court is affirmed. The syllabus of the cases is:

Chapter of general laws, 1889, relating to the adulteration of food, held to embrace but one subject within the meaning of the constitutional prohibition.

The requirement of sections one and two of that statute, that baking powder containing alum be marked so as to show that fact, held constitutional, whether or not other sections of the act are constitutional.

Mistake of Fact.
Llewellyn A. Cobb, et al., appellants, vs. John R. Cole, respondent. Order affirmed.

A mistake of fact in an accounting between co-partners upon dissolution of the partnership affords ground for relief in equity, irrespective of any gross agreement that the mistake should be corrected. In an equitable action, specific issues having been tried before a jury by order of the court, and leaving other material issues untied, the court, upon the verdict of the jury, ordered judgment for the defendant. Held, that the plaintiff's bill, by failing to set out a new trial for such error, but only to a trial of the untied issues, upon motion being made therefor, was not entitled to direct specific issues in an equitable action to be tried by a jury.

Somewhat Complicated.
James A. Smith, et al., respondents, vs.