# ONLY TWO STARTERS

### In the Principal Event on the Programme at Little Rock.

### Favorites Get the Purses in Each of the Five Races.

### Empress Frederick Has to Run Twice to Beat Josie D.

### Three Favorites Run True for the Talent at New Orleans.

LITTLE ROCK, Ark., April 5.—Five races were on the card for today at Clinton Park, and the favorites won in all of them. The first two races had five starters each, but in the other three there were practically only two starters in each, as in the fourth race Bob Rice bolted at the quarter and fell out, and in the fifth race Empress Fredericks and Josie D ran a dead heat, with Little Crete third, four lengths away. In the run-off Empress Fredericks won easily. The principal event of the day had only two starters. This was the Jockey Club stake, a handicap sweepstakes. Torrent and Chimes were the only horses to face the starter out of forty subscriptions. The track was fast. Results:

First race, purse $250, six furlongs—Helen N won, Rube Burrows second, Francis Pope third. Time, 1:17.

Second race, purse $300, for two-year-olds, half a mile—French Lady won, Tom Parks second, Little Bowling third. Time, :51½.

Third race, Jockey Club stakes, $750 added, mile and a sixteenth—Torrent won, Chimes second. Time, 1:51½.

Fourth race, selling, purse $300, mile—May Hardy won, Mary Sue second, Bob Rice Jr. third. Time, 1:46.

Fifth race, selling, purse $250, five furlongs—Empress Frederick and Josie D ran a dead heat, Little Crete third. Time, 1:03¾. In the run off Empress Frederick won easily by four lengths. Time, 1:04.

### FAVORED THE TALENT.

**Three Favorites Get Home in Front at New Orleans.**

NEW ORLEANS, April 5.—Fine weather, a fast track and slim attendance were the conditions of today's racing. The betting up to the last race was light, and the talent had rather the best of it. Rebel and Edwin were the beaten favorites. Virgin, the winning long shot, was scarcely backed, but Belfast carried a pot of money. Results:

First race, selling, four and a half furlongs—Miss Francis won, Morrocco second, Rebel third. Time, :56.

Second race, selling, five and a half furlongs—Virgin won, Edwin second, Whittier third. Time, 1:09.

Third race, selling, six furlongs—Bertha B and Beecher ran a dead heat, Jackson third. Time, 1:17¼. In the run off Beecher won easily by six lengths. Time, 1:16½.

Fourth race, selling, six furlongs—Sam Farmer won, Red Wing second, Sight Draft third. Time, 1:15½.

Fifth race, selling, mile and an eighth—Belfast won, Jim Daugherty second, Uncle Frank third. Time, 1:57.

### BOLIVAR AT THE MILE.

**He Captures the Initial Race at the Guttenburg Track.**

NEW YORK, April 5.—The following are the results at Guttenburg today:

First race, mile—Bolivar won, Ill Spent second, Macauley third. Time, 1:47½.

Second race, five and a half furlongs—Tom Skidmore won, Play or Pay second, Nick third. Time, 1:09.

Third race, four and a half furlongs—Pedestrian won, Capt. Wagner second, Daisyrian third. Time, :55½.

Fourth race, mile and a quarter—Balbriggan won, John Hickey second, King Mac third. Time, 2:11.

Fifth race, three-quarters of a mile—Buddhist won, Khaftan second, Mulatto third. Time, 1:15¾.

Sixth race, six and a half furlongs—Void won, Badge second, Blackburn third. Time, 1:22.

### ON SOUTH JERSEY'S TRACK.

**Horses Which Landed the Coin for Their Owners.**

GLOUCESTER, April 5.—Today's races resulted:

First race, five furlongs—Barrientos won, King Solomon second, Deer Lodge third. Time, 1:06¾.

Second race, four and a half furlongs—Sweet Alice won, Lyrist second, Postal third. Time, :58.

Third race, seven furlongs—Oberlin won, Houri second, Stringfellow third. Time, 1:36¼.

Fourth race, six and a quarter furlongs—Arapahoe won, Tradesman second, Airtight third. Time, 1:23½.

Fifth race, mile—Knapp won, Poet second, Lizzie McDuff third. Time, 1:47¾.

Sixth race, four and a half furlongs—Zingara won, Iowa Boy second, Frankie L third. Time, :59.

### NO INTERNATIONAL RACE.

**The Oxford Eight Not Coming Across the Water.**

NEW HAVEN, Conn., April 5.—Capt. Ives, of the Yale crew, has corroborated the dispatch of last night which stated that Oxford, in the cablegram received a week ago by Yale, declined to row the American champions, owing to inability to keep her oarsmen together. Capt. Ives said that both Yale and Harvard had for several days been expecting a letter from Oxford explaining her action, but the time for the receipt of such a letter is now past, and all chance of an international race seems to have vanished. The captain further stated that in no case would Yale consent to row any other crew this summer than the Oxford eight, the winner of the English championship, of the Oxford-Cambridge race, March 22.

**Declared the Law Void.**

NEW YORK, April 5.—At the opening of the Hudson county court yesterday in Jersey City, Judge John H. Lippincott, delivered a notable charge to the grand jury. He attacked various forms of vice prevailing in Hudson county, and did not neglect to pay his respects to Guttenburg. In the course of his remarks about the race track, he instructed the jury that the race track laws passed by the New Jersey legislature were void.

**Chess Match Postponed.**

KOKOMO, Ind., April 5.—The great international chess match between Herr Tasker, of Berlin, European champion, and Jackson Showalter, of Kentucky, champion of America, is again postponed. Showalter telegraphing today that his wife is very ill, asking that the match be postponed until April 10. Herr Tasker arrived here this morning ready for the battle, and while necessarily disappointed, willingly extended the time as requested.

**Knocks Out Pool Rooms.**

COVINGTON, Ky., April 5.—A dispatch from Frankfort, Ky., conveys the information that the court of appeals has affirmed the decision of the lower courts in the case of The Commonwealth vs. Enright. A suit was brought against Enright's pool room to condemn it as a nuisance. The effect of the decision will be to probably close every pool room in this city.

**Judgment Against Mrs. Corbett.**

NEW YORK, April 5.—Judgment by Judge Gelt was entered in the city court, Part III., this morning, against Mrs. James J. Corbett for $100. The suit was brought by Henry Bomicke, the manager of the press clipping bureau, who supplied Mrs. Corbett with newspaper clippings about her husband.

**Sports Get Nothing.**

LONDON, April 5.—The entire property of George Abingdon Baird, the noted sporting man, better known as "Squire" Abingdon, is left to his mother for her lifetime, and upon her death is to be shared among the cousins of the deceased. Nothing whatever is bequeathed to the persons with whom the deceased sporting man was on terms of intimate association.

**Yale Defeats "Pennsy."**

PHILADELPHIA, April 5.—Yale defeated Pennsylvania in a closely played game this afternoon. Score: Pennsylvania 7, Yale 8.

Interest at 5 per cent on deposits for one month or more paid by the Security Trust Company, 105 East Fourth street, St. Paul.

# SAINT PAUL.

## A BILL DISSECTED.

### McKenzie Wades Into the Pending Anti-Scalpers' Bill,

### And Shows It Is Not Really in the Interests of the People.

It is expected that the anti-scalpers bill will come up in the legislature this morning, and in the hotels last evening the talk among the members of that body was principally on the subject of the bill. It was discussed at length, and all of the details were carefully canvassed. George M. McKenzie, one of the members of the executive committee of the American Ticket Brokers' association, is in the city for the purpose of working in the interests of the association, and explaining the points in the bill as they look to the members of the association.

"It is a strange thing," said Mr. McKenzie, "but the people, as a general thing, do not understand the bill and its full meaning. When the bill is carefully looked into it can be seen that it is not in favor of the people at all, but it is against their interests. I have studied the bill from every standpoint, and I have arrived at the conclusion that the people will not be benefited in the least by the passage of the bill. When you take the bill part by part it can be readily seen that it is not in the interests of the people."

"Section 1 provides for issuing a certificate of authority to persons to sell railroad tickets. The person holding such a certificate is entitled to a license issued by the secretary of state on payment of $3. Under the provisions of this bill this license is perpetual, and even although the company might become bankrupt and its property sold and go out of existence, and have its charter forfeited, still this agent would be authorized to sell tickets so long as its trains ran over the tracks of this road.

"Section 2 provides that it shall not be lawful for any person not in the possession of such certificate to sell railroad tickets, even though the lines of the company may be wholly without the state. The person who violates section 2 and sells his ticket, whether he be a citizen pursuing some other avocation or a broker engaged in the business of selling tickets, goes to prison for one year.

Section 5 provides for the redemption of railroad tickets, or, rather, purports to provide for same. It must be observed, however, that only such tickets can be redeemed under this section as are sold by agents authorized under this act. In other words, a ticket issued outside of the state of Minnesota has no redemption value whatever, and if, perchance, sold by an innocent purchaser, such sale carries with it the penalty of imprisonment for one year. He who buys a ticket in Chicago or New York and arrives in St. Paul or Minneapolis can neither sell his ticket to any person at any price, nor can he have it redeemed under this act, because it was not issued by an agent in this state. This act completely perfects the trust or traffic agreement between railroad companies, and allows them to make and enforce such rates as they choose. Should a line leading from Chicago to New York not completely obey the dictates of the lines leading from Minnesota to Chicago such line could be disciplined to the extent that no tickets would be sold via the Minnesota lines over the foreign line. This foreign line might choose to make a rate from Chicago to New York of $10, instead of $20, which is the regular trust rate. It might choose to give to people of Minnesota the benefit of the competition existing east of Chicago, but in order to do so, their agent whom they might send to St. Paul to sell these tickets would be compelled to furnish tickets from St. Paul to Chicago to use in connection. In order to do this it would be necessary to hold a certificate of authority from some Minnesota line. The lines in this territory might say to this foreign corporation, "You are cutting rates, and you are violating the trust agreement, and if you wish to do business here and give the people a lower rate than we give them, you must pay us $10,000 per year for a certificate of authority to sell tickets in order that you may be able to procure a license from the secretary of state. Such is entirely possible and highly probable under the conditions of this bill. The people of Minnesota naturally wish the benefit of all the competition they can get, and certainly would not wish that the lines leading directly out of this state, and connecting with lines at points where there is greater competition, should have the power to absolutely shut out such competition as could be done by this measure. The penalty for cutting the rate under the rules of the Western association is $100 for the first offense, $200 for the second, and $300 for the third.

"Our legislature has just taken cognizance of the existence of a coal combine. This was in every sense a trust, but not nearly so bold and far-reaching in its effects upon the people as is the trust in the matter of passenger traffic. The coal combine endeavored to cover up their tracks under a plausible pretext, but the Western Passenger association boldly issues a circular to its agents containing an agreement with specified penalties for its violation. It seems surprising that the people will so patiently endure a trust directly in violation of law in the matter of the sale of railroad tickets when in the matter of the sale of coal they are so quick to take action. This railroad trust has taken millions from the people of this state, but because it has been done by railroads there has not been a voice raised in defense of the people who travel. Now when a bill is introduced which proposes to destroy the only element which has the power to prevent the absolute dictation of this trust, surprising as it may seem, men are found in our legislature who would destroy this one and only thorn in the side of this trust, and the only method through which the people can be secure against its mandate. Much has been said against the gross frauds perpetrated by the ticket broker, but it seems quite remarkable that although this bill has been under discussion for almost three months that there has not been a particle of evidence to show that any ticket broker was guilty of any fraud. If they are guilty, the criminal laws of the state are certainly amply sufficient to protect the people against any wrongdoing and to punish the offenders.

"This is certainly a railroad measure, pure and simple, introduced and fostered by a few strong lines and for fear that they might not be able to pass it, as fathered by them, they have very adroitly put forward their conductors, who have been spending months of their time at the capitol to secure the passage of this bill, with the view doubtless of relieving the companies of the charge that it was a corporation measure and in order to catch public favor through the personal popularity of some of their conductors.

"Larger commissions are paid by connecting lines on through business. Railroad agents are prevented by the Trust agreement from giving any part of this to the passenger. The ticket broker divides it and then sells identically the same ticket at a discount.

"Railroad companies discriminate against localities by selling through tickets at a much lower rate in proportion. The broker, by locating at the middle point and buying the unused ticket, compels the railroad company to carry both passengers, coming and going, at the through rate. The fare from Newport, Vt., to Sioux City is only $1 more than to St. Paul. The coupon from St. Paul to Sioux city is worth $6. The broker prevents this discrimination through the fact that the broker in Newport in sending a passenger to St. Paul sells him a Sioux City ticket and gives a rebate check on a broker in St. Paul for the remaining coupon. While the broker exists these discriminations cannot affect the public.

"This one instance is but a sample of the system of rates throughout the land. St. Paul and Minneapolis are made to suffer on account of the lower rates via Kansas City."

Mr. McKenzie will be in the city until the bill has been disposed of.

### TWO EACH WAY.

**Four Supreme Court Decisions by Judge Collins.**

The following decisions wers handed down by Judge Collins, of the supreme court, yesterday:

Amelia P. Beardsley, appellant, vs. Henry L. Creno, respondent. Order reversed. COLLINS, J.

1. The true corner of a governmental subdivision of land is where the United States surveyors in fact established it.

2. Where, owing to meandered lakes, but one quarter corner post was established upon the ground on the boundary lines of a certain section, which post was on the south line thereof, the division line between the southeast and the southwest quarters of said section must be ascertained by running a line due north from the quarter post to the meandered lake upon the north side of the section.

3. Where the grant describes the premises conveyed by distinct and definite boundaries from which the lands may be located, no extrinsic facts or parol evidence can be resorted to for the purpose of controlling or varying the description. The boundaries must be ascertained by the calls in the deed, where they are definite and distinct.

4. Where there can be no real doubt as to how the premises shall be located according to certain and known boundaries described in the deed, to establish a practical location different therefrom, which shall deprive the party claiming under the deed of his legal rights, there must be either a location which has been acquiesced in for a sufficient length of time to bar a right of entry under the statute of limitations, or the erroneous line must have been agreed upon between the parties claiming the land on both sides, and afterwards acquiesced in for a considerable time, or the party whose right is to be barred must have so conducted himself as to be stopped from asserting the true line. The evidence establishing such location should be clear, positive and unequivocal.

The considerable time above mentioned has not been limited or defined, is vague and uncertain, and necessarily must depend upon the particular circumstances of each case.

Lavinia Sivigert, appellant, vs. James Aspdon et al., respondents. Order affirmed. COLLINS, J.

As to those persons who have been in ignorance of the existence of a partnership and, as a consequence, without knowledge of its membership, notice in in any form of its dissolution is not essential. Generally speaking, a new customer with a partnership, without prior knowledge of it and of whom it may have been composed, can hold only those who are actual members.

Emil Bruce, respondent, vs. Mary B. Lennon, appellant. Order affirmed. COLLINS, J.

1. Where a partly performed building contract is canceled by mutual consent the value of the work already performed and the materials furnished ascertained and agreed upon, and the owner promises to pay such agreed value, the right to a lien is not waived or lost by the contractor.

2. In an action to foreclose a lien under the provisions of chapter 200, General Laws 1889, the allegations in each answer are deemed and taken to be controverted, without the interposition of a reply.

3. Held, That the evidence herein fully warranted the findings of fact to the effect that the building contract was canceled when partly performed by mutual consent of the parties; that the value of the work then done, and of the materials already furnished, was ascertained and agreed upon, and that defendant then promised to pay for the same.

4. Other findings of fact held to have been justified by the evidence.

William Fowlds, appellant, vs. A. L. Evans et al., defendants, Duluth, Huron & Denver Railroad Company, respondent. Order reversed. COLLINS, J.

1. The failure of a party to perform within the time limited in a contract will not prevent a recovery upon the performance after the time specified, if he is allowed to go on after the time limited has expired without any expression of disapproval from the other party, for whose benefit the stipulation has been made. The latter is bound to express dissatisfaction at the delay, and, if he intends to take advantage of it, must act with promptness at the time and not allow the party in default to expend his money in completing the work.

2. As a general rule, the fact of agency cannot be established by proof of the acts of a pretended agent in the absence of evidence tending to show the principal's knowledge of such acts or assent to them; yet, when the acts are of such a character and so continued as to justify a reasonable inference that the principal had knowledge of them, had would not have permitted the same if unauthorized, the acts themselves are competent evidence of agency.

### CITY MUST PAY,

**Having Ordered Linnan to Work Langford Park.**

Thomas Linnan, the contractor who had the second contract for the grading of Langford park, was before the board of public works yesterday, asking that some means be devised by which he could secure the $5,000 due him for his work. The council in 1889 passed an order for the grading of Langford park. The board of public works in the regular way awarded a contract to Timothy Sweeney for the grading. Owing to unforeseen circumstances the contractor did not complete the work, claiming the hole in a portion of the park had no bottom, and after endeavoring to fill the bottomless pit with dirt galore he quit. The legislature of 1891 passed a special act by which Sweeney was afforded relief in that he was to complete the work and receive $5,000 for the same. For some reason Sweeney did not avail himself of the chance, and the locality was left in a bad shape. The council then passed an order for the work to be completed, and the board of public works awarded the contract to Thomas Linnan, who agreed to do the work for $5,000. At the time the property owners came before the board and agreed that an assessment be made for the grading. This was done, and the work was completed by Linnan. As soon as the property owners saw the work had been done they refused to settle, and an action was commenced in the district court to obtain judgment against the property owners for the assessment. Judge Kerr, who tried the case, decided that the assessment must be set aside, owing to the city not having first tried to get relief from the bondsmen who were on Sweeney's bond. The decision also said the order for the grading should have come from the park board, that body having control of the park, instead of the council.

The board did not know exactly what to say to Linnan yesterday, so the corporation attorney was sent for. Assistant Corporation Attorney Phillips answered the call, and said the city having ordered Linnan to do the work, the bill would have to be paid. He advised the contractor to put in a claim to the council and intimated it would be paid. The park board he said should have done the work, but the council having ordered the work could not escape payment.

The Security Trust Company will sell the Styce library at auction today at 2 o'clock at 26 East Third street.

**In the Supreme Court.**

State of Minnesota, ex rel. Attorney General Child, vs. District 152, Blue Earth county; application to dismiss writ denied.

T. P. McClure et al., respondents, vs. Daniel McLane, appellant; argued and affirmed.

City of Brainerd vs. Albert Trudgeon et al., appellants; taken under advisement.

Alfred Holm, respondent, vs. Great Northern Railway Company, appellant; affirmed, appellee not appearing.

Edward Hasbeck, respondent, vs. Hans P. Jensen, appellant; affirmed.

P. M. Qvist, respondent, vs. Frank O. Anderson, appellant; affirmed.

David D. Jones, respondent, vs. James B. Moffatt, appellant, affirmed.

Capital Bank of St. Paul vs. Town of Logan, appellant; affirmed, appellant not appearing.

W. Porter, respondent, vs. D. M. Osborne & Co., appellants; affirmed, appellants not appearing.

The Call for Today—30, 18, 146, 241, 253, 278.

**All Signed but One.**

Gov. Nelson has signed the following bills:

H. F. 884, providing for the restoration of lost or stolen plats, and to give effect to the same.

S. F. 168, amending chapter 99, General Laws of 1891, relating the weighing and inspection of grain.

H. F. 336, amending sections 4 and 11 of chapter 156, General Laws of 1891, establishing farmers' institutes.

This was returned unsigned for correction: H. F. 889, amending an act appropriating money for grain loans to farmers whose crops were destroyed by hail storms in 1892.

## THAT DUCK SUIT.

### Lamprey's Injunction to Prevent Arth Shooting at Ducks.

### Do Lamprey's Riparian Rights Cover All Howard Lake?

Shall a man be allowed to shoot ducks on his own land, or rather on his own end of a lake, when another man owns more land or has more extensive riparian rights, and who does not want the lesser owner to shoot ducks there? is the question left with Judge Otis for decision. The point is involved in three cases tried by Judge Otis yesterday and taken under advisement by him. Uri L. Lamprey is the plaintiff, and the defendants are Joseph Arth, Edward Heimbach and William E. Noyes. The cases are interesting to a number of fowlers who are in the habit of shooting ducks. Arth owns forty acres of land bordering on Howard lake, and Mr. Lamprey owns 500 acres. Mr. Arth rents his club house to sportsmen for a profit, and the other defendants are persons who paid for the privilege of shooting ducks from the Arth land last fall. Mr. Lamprey testified that the flight of ducks was very great in the fall and spring in the vicinity of Howard and Mud lakes and that they stop there to feed on wild rice. He hunts there himself and maintains buildings and equipments at large expense for the amusement of himself and friends who desire to shoot ducks. He says that others have been shooting so many of the birds that they frighten them away, and complained particularly of Arth, who keeps boats for the accommodation of men who shoot ducks as they fly over the passes at this part of the lake. John C. Hinkel and Samuel Deering were called to the witness stand by Mr. Lamprey, and testified that they were the guests of Mr. Lamprey at the lake last fall for the purpose of shooting ducks, and saw the defendants shooting at the flocks as they passed over the Arth portion of the lake. They admitted that they were disappointed in not getting a shot at the flocks fefore the defendants frightened them with their fowling pieces.

The defendants, when on the witness stand, were in good humor at the discomfiture of Mr. Lamprey and his friends, and made no complaint at the shooting by others, except Mr. Arth, who said that it was the big gun of Mr. Lamprey that scared the ducks away. Shells were exhibited showing that the loads of powder and shot used by Mr. Lamprey were much larger than there was any need for, and said that the report of Mr. Lamprey's gun could be heard for a mile further than any ordinary gun, and that he was responsible for scaring the game away. The defendants denied ever having shot from the Lamprey portion of the lake, and claimed that they had as much right to enjoy the sport as had the plaintiff.

### BID FOR APPROPRIATIONS.

**Increase of Insane Patients in Minnesota Continues.**

The monthly report of the state board of corrections and charities shows that the number of patients in the state hospitals for insane at the dates named was as follows: March 31, 1891, 2,072; March 31, 1892, 2,229; March 31, 1893, 2,388. This is an increase of 7.1 per cent for the past year, and 7.5 per cent for the preceding year.

Should the number of patients continue to increase at the rate of 7.1 per cent yearly, the numbers will be as follows: March 31, 1894, 2,558; March 31, 1895, 2,740; March 31, 1896, 2,935; July 31, 1896, 3,000.

Monthly statement of the population of the state institutions:

| | March 31, 1892. | March 31, 1893. |
|---|---|---|
| St. Peter hospital for insane | 930 | 977 |
| Rochester hospital | 1,101 | 1,134 |
| Fergus Falls hospital | 138 | 277 |
| Total insane | 2,229 | 2,388 |
| Soldiers' home | 156 | 204 |
| School for the deaf | 209 | 207 |
| School for blind | 54 | 56 |
| School for feeble-minded | 325 | 334 |
| State public school | 130 | 136 |
| Reform school | 291 | 278 |
| State reformatory | 129 | 146 |
| State prison | 343 | 324 |
| Totals | 3,863 | 4,103 |
| Increase | 297 | 240 |

### CAPITOL CULLINGS.

The Duluth Driving Park association has increased its liability limit to $20,000.

Oscar Lonegren, the new assistant bank examiner, took the oath of office yesterday.

The Interstate Casualty company, of New York, was yesterday licensed for the first time to solicit business in Minnesota.

State Auditor Biermann received the following expense bills yesterday: State reform school, $3,739.73, for support; state university, $39,846.89, for new medical building.

Considerable amusement was created at the capitol yesterday by an angry Irish woman who wants $8 a month for taking care of her husband, a veteran now dead. The claim is a novel one.

The American Consolidated Mica company, with a capital of $600,000, was incorporated yesterday by James H. and Thomas E. Bishop, Emory F. Dodson and Charles F. Brown, of Minneapolis, and Joseph B. Dickover, of Hot Springs, S. D.

Mineral leases were issued by the state auditor yesterday as follows: F. J. Chipman, in sec. 24, town 57, range 24; T. R. Foley, in sec. 16, town 55, range 19, and sec. 22, town 57, range 18; George S. West, in sec. 8, town 56, range 24; Thomas J. Morrow, in sec. 32, town 60, range 18.

Eight years ago Joseph Marsh, a veteran of the civil war, applied at the adjutant general's office for a pension on account of injuries received in the service. The application was duly sent in, and that was the last heard of it. On the 24th of the following April Marsh died, and the case had been nearly forgotten when word was received from Washington yesterday that a pension had been granted to Helen, widow of Joseph Marsh, for $24 a month, from Dec. 17, 1888, to April 24, 1886. Joseph Closson, too, will get a pension of $10 from July 30, 1890.

### BENCH AND BAR.

Judge Kelly was engaged yesterday in hearing the case of Joel W. Gloyd and Sophriam A. Dean, as executor and trustee under the will of W. H. Dean, deceased, against Hezekiah Hall and Mary J. Hall and others, and has ordered findings in favor of the plaintiff.

Pat Mullen pleaded guilty of highway robbery yesterday and will probably be sentenced by Judge Egan today.

John Smolenski, who pleaded guilty of highway robbery, was sentenced to the penitentiary for five years by Judge Egan yesterday.

The suit of Dr. S. O. Francis, of White Bear, against the Western Union Telegraph company is again on trial in Judge Willis' court.

Judge Brill has overruled the demurrer to the complaint of the London & Northwest Mortgage Company (limited) against Charles W. Chapman et al.

Thomas A. Abbott, as assignee of the Minnesota Sash and Door company, has sued Frank E. Creelman to recover $365.23 as an assessment on stock.

Edward Mason, who is indicted with Daniel Noman on a charge of burglarizing the store of Peter Prinean in January, is being tried before Judge Egan and a jury.

John Manning yesterday pleaded guilty to an indictment for robbing the store of Schneil & Krank, and was sentenced by Judge Egan to four years in the penitentiary.

Judge Brill has filed a decision in the case of George M. Miller against Milton E. Barringer, in which it is held that the plaintiff is entitled to the possession of the real estate in dispute.

Samuel A. Phillips has sued James A. Boggs to recover $785.15, part of which is due on a promissory note and part for advertising Boggs in the Daily Short Line and the Chicago Mail.

The personal injury case of Elizabeth Lazarus against the St. Paul City Railway company is on trial in Judge Kerr's court. Mrs. Lazarus was so badly injured in the negligent operation of a car that she has been paralyzed and asks for $20,000 damages.

### A DESPERATE MANIAC

**Escapes From Temporary Confinement in the Hospital.**

Mike Williams, arrested by the police last Friday night, escaped from the city hospital last evening. Williams, while crazy drunk, went in Somers' saloon and attempted to massacre the patrons in the place. Previous to reaching the place he had been severely cut in the hand and it took three policemen to take him to the station. He was attended there by Dr. Hanley, who, after dressing the cut, advised his removal to the hospital. Williams refused to go, and as it was feared any attempt to force him would result in the serious loss of blood from the wound, he was locked up in a cell. Saturday his condition was such as to make it necessary to take him to the hospital, and, much against his will, he was conveyed to that institution. At midnight last night the police were notified that Williams had escaped from the hospital. The circumstances of the escape could not be learned. Williams, the police said, was a desperate character.

**Single Tax Conference.**

NEW YORK, April 5.—The national committee of the Single Tax League of the United States has called a national single tax conference to meet in Chicago Aug. 29. This will be the second national conference of the believers in Henry George's theory.


**Children Cry for Pitcher's Castoria.**
**Children Cry for Pitcher's Castoria.**
**Children Cry for Pitcher's Castoria.**

**Violent Exercise.**

Fat is a vulgar word. Too much adiposis or obesity sounds better. But fat is plainer. You cannot reduce it by violent exercise. There are two kinds of fats.

The unhealthy adipose tissue, resulting from sedentary habits or from forcing the appetite through stimulants; or from impure blood, or it may be hereditary. This is the kind that lays the possessor liable to heart disease, apoplexy, vertigo, etc.

Then there is the genuine, healthy, life-giving tissue, the result from regular and moderate habits, or if irregular habits, the taking regularly and according to directions the famous Carlsbad Sprudel Salt. The Salt will reduce unhealthy tissue and build in its place that firm and solid flesh which is the certain sign of perfect health. It is virtually taking the Carlsbad treatment in your home. Every drug store has it. The genuine has the signature of "Eisner & Mendelson Co., Sole Agents, New York," on the bottle, 152 and 154 Franklin Street.

# Schuneman SAINT PAUL. and Evans SAINT PAUL.

## AN UNMATCHABLE ARRAY OF SPECIAL BARGAINS FOR THURSDAY!

**50c for 25c.**

One case of 40-inch Foreign Dress Goods, Serpentine Diagonal Weave, in new Spring shades; cost to import, 35c; our price, while they last, 25c yard. Main Floor.

**7c for 3¾c.**

From 8 o'clock until 12 o'clock noon today, we will sell *Pacific Mills Challies*, light grounds with new floral designs, regular selling price 7c, for 3¾c yard. Not more than 20 yards to one purchaser, and none at this price after 12 o'clock. Main Floor.

**50c for 33c.**

Our regular 50c line of Half-Bleached Table Damask, 60 inches wide, new designs, today only 33c yard. Not more than 5 yards to each purchaser. Main Floor.

**10c for 7c.**

2,000 yards heavy Unbleached *Cotton Flannel*, in lengths of from 3 to 10 yards; regular value, 10c; today only, 7c yard. Main Floor.

**15c, 20c for 10c.**

A new lot of heavy hand-made *Torchon Lace*, from one to four inches wide, and worth up to 20c, will go today and while they last at 10c yard. Main Floor.

**39c for 25c.**

Ladies' fine Fast Black Hose in our sizes, with extra high-spliced heel and toes; regular price, 39c; today only 25c pair. Main Floor.

**25c for 10c.**

Three gross of Silvered Photograph Frames, cabinet size; regular price, 25c; special price today, 10c each. Main Floor.

**75c for 39c.**

Twenty pieces of CRYSTALETTES, full line of street and evening shades; regular price, 75c; today only, 39c yard. Main Floor.

**50c for 29c.**

For today, and for one day only, our entire line of 50c PRINTED INDIA SILKS, colored grounds with colored figures, will be on sale at 29c yard. Only one pattern to each purchaser. Main Floor.

**3 Pairs for 50c.**

Children's one and one-ribbed heavy School Stockings, all sizes; our regular 25c quality; today only, 3 pairs for 50c. Main Floor.

**35c, 50c for 25c.**

Several lots of Men's Half-Hose, consisting of Tans, Modes, Fast Black and Fancy Colors; superior quality of Maco Cotton Yarn; worth from 35c to 50c; will be closed out today at 25c pair. Main Floor.

**IRON BEDS** Metal Beds of brass and iron are rapidly taking the place of the old-fashioned wooden beds. Of course, the strongest argument in their favor is improved health, cleanliness and durability; besides, can you imagine a more dainty effect than a highly polished brass bed, which will not tarnish or an iron bed painted white with polished brass trimming? Send for Catalogue. Prices of Iron Beds, from $8 to $25; Brass Beds, $25 to $200.

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*Our Oxford mixed Melton Spring Overcoat, BROKAW make, at $16.00, is as popular this season as last. We couldn't get enough of them last season.*

*Suits and Overcoats, with the FINE FINISH that prove they are TAILOR-MADE.*

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SPRING HUMORS, blood humors, skin humors, scalp humors with loss of hair, and every other humor, whether itching, burning, bleeding, scaly, crusted, pimply or blotchy, whether simple, scrofulous, or hereditary, from infancy to age, are now speedily, permanently, and economically cured by that greatest of all known humor cures, the

# Cuticura Resolvent

A SKIN and blood purifier of incomparable purity and curative power. An acknowledged specific of world-wide celebrity. Entirely vegetable, safe, innocent, and palatable. Effects daily more great cures of skin, scalp, and blood humors than all other skin and blood remedies before the public. Sale greater than the combined sales of all other blood and skin remedies.

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IS PURE AND SPOTLESS.

The only Baking Powder not tainted with Ammonia, Alum, or some adulteration. Hence food raised with Dr. Price's is always wholesome.

Flaky White Biscuit, Pastry of surpassing delicacy and flavor, or Cake that is moist and sweet are desired . . .

**Dr. Price's Cream Baking Powder**

IS INDISPENSABLE.



—SPECIAL SALE OF—

# LADIES' MACKINTOSHES

**Thursday and Friday, April 6th and 7th.**

| Regular Price. | Special Price. | Regular Price. | Special Price. |
|---|---|---|---|
| $1.00 | $0.25 | $8.00 | $2.50 |
| 2.00 | .75 | 10.00 | 3.00 |
| 2.50 | 1.00 | 12.00 | 4.00 |
| 4.00 | 1.25 | 15.00 | 5.00 |
| 5.00 | 1.50 | 18.00 | 6.00 |
| 6.00 | 2.00 | 20.00 | 8.00 |

*And a Discount on Every Lady's Garment in the Store. Every Garment Warranted Perfect and Waterproof.*

THESE PRICES AND DISCOUNTS ARE FOR THESE DAYS ONLY.

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