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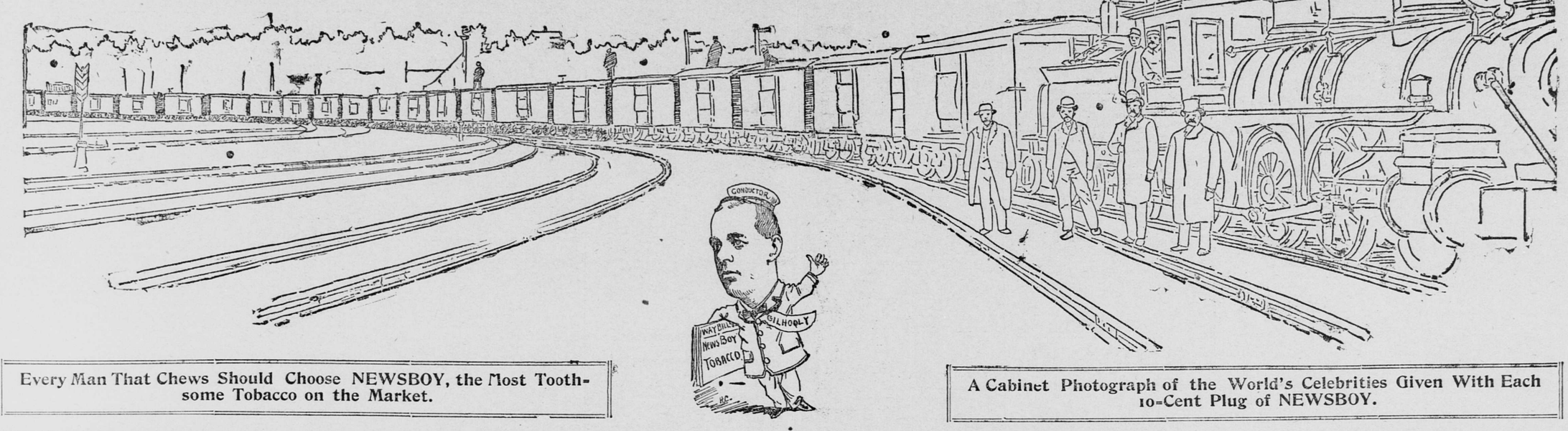
It is the largest shipment of Tobacco ever made in this or any other country, and shows the popularity of the "NEWSBOY" over all other brands sold in America.



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TO AMPUTATE ITS LIMBS.

THE UNION PACIFIC HEARING IN FEDERAL COURT.

ARRAY OF NOTED LAWYERS.

F. R. Coudert, of Bering Sea Arbitration Fame, Among the Many Notables Before the Court in St. Paul—Judge Sanborn Indicates an Intention to Cut Off One Line of Railway.

Judge Sanborn, United States circuit judge, of this city, and Judge Dundy, of Omaha, United States district judge of Nebraska, sat yesterday in Court Room No. 3 of the Ramsey county court house to hear the application of the receivers of the Union Pacific road to release them from operating several branch roads.

The court room was filled with prominent attorneys from abroad, and this city never in its history has seen such an array of able lawyers engaged in a single proceeding. Among the attorneys present from abroad were F. R. Coudert, E. Ellery Anderson, both of New York, and Oliver W. Mink, of Boston, all three of whom are receivers of the Union Pacific system; Hon. John M. Thurston, of Omaha, counsel of the receivers; Frank Trumbull, of Denver, receiver for the Union Pacific, Denver & Gulf Railway company, and representing the bonds on the road; Henry W. Hobson, counsel for the receiver of the Union Pacific, Denver & Gulf road; H. D. Hyde, of Boston, attorney for the American Loan and Trust company; John L. Thornayke, of Boston, attorney for the bondholders of the Denver, Leadville & Gunnison railway; Winslow S. Pierce and William W. Green, of New York, attorneys for the Kansas City trustees of the Gunnerson road; William Strauss, of New York, attorney for the bondholders' committee of the St. Joseph & Grand Island road; Mr. Norris, of Minneapolis, attorney for the Chicago, Milwaukee & St. Paul road; J. H. Mitchell, of St. Paul; attorney for the Northern Pacific road; Judge Thomas Wilson, attorney for the Omaha road; Harris Richardson, of St. Paul, attorney for the bondholders' committee of the Kansas City & Omaha road.

The petition for cutting off certain branch roads is entitled Oliver Ames the second and Samuel Carr, executors of the will of Frederick L. Ames, deceased, and Peter B. Wyckoff and Edwin F. Atkins against The Union Pacific Railway company; The Atchison, Colorado & Pacific Railway company; The Atchison, Jewell County & Western Railway company; The Boise City Railway & Terminal company; The Boulder Valley & Central City Wagon Road company; The Bozema Coal company; Callaway Improvement company; Carbon Cut-Off Railway company; Cascades Railway company; Central Branch Union Pacific Railroad company; Columbia & Palouse Railroad company; Denver, Leadville & Gunnison railway company; Echo & Park City Railway company; Green River Water Works company; Junction City & Fort Kearney Railway company; Kansas Central Railroad company; Kansas City & Omaha Railroad company; Kearney & Black Hills Railway company; Laramie, North Park & Pacific Railroad and Telegraph company; Lawrence & Emporia Railway company; Loveland Pass Mining & Railroad Tunnel company; Mill Creek Flume & Manufacturing company; Montana Railway company; Morrison Stone, Lime & Town company; Omaha & Republican Valley Railway company; Oregon Railway & Navigation company; Oregon Railway Extension company; Oregon Short Line & Utah Northern Railway company; Rattlesnake Creek Water company; St. Joseph & Grand Island Railroad company; Salina & Southwestern Railway company; Solomon Railroad company; The Union Land company; the Union Pacific, Denver & Gulf Railway company; Union Pacific, Lincoln & Colorado Railway company; Union Pacific Coal company; Walla Walla & Columbia River Railroad company; Washington & Idaho Railroad company, and the Wood River Improvement company.

At the opening of court a motion was made by E. Ellery Anderson, of New York, one of the receivers of the Union Pacific system, to appoint a master in chancery to take evidence on the application to release the receivers from the operation of the brauch roads leased by the general company. The court granted the application and named Judge William D. Cornish, of this city. The court indicted that an order giving such roads as are named as defendants twenty days in which to file answers to the petition. The receivers would be given ten days to reply to answers. The master in chancery would then have thirty days to take testimony. Leave was given to make application for a hearing upon twenty days' notice.

John H. Mitchell Jr., of counsel for the Northern Pacific in this city, asked leave to file an intervening petition. Mr. Hobson, of the Denver & Gulf road, spoke on the general subject. E. E. Anderson, one of the receivers for the Union Pacific, addressed himself to the point that the operation of the leased roads is crippling the general line. H. D. Hyde, of Boston, spoke on behalf of the interest of the American Loan and Trust company and of the Denver, Gunnison & Leadville railroad. Harris Richardson, of this city, spoke on behalf of the bondholders of the Kansas City & Omaha road. John M. Thurston, of Omaha, addressed the court in the interest of the receivers. William Strauss spoke for the bondholders of the St. Joseph & Grand Island road. Mr. Sheldon addressed the court in the interests of the bondholders of the Denver, Gunnison & Leadville road. Frank Trumbull spoke on behalf of bondholders. Several of the above-named persons addressed the court more than once on the points raised.

Judge Sanborn announced last evening before court adjourned that it had been determined to make an order in the premises. This order will be ready to be signed this morning. He outlined the character of the order so that there might be no argument on the points this morning. The points in the order are to the effect that the Denver, Leadville & Gunnison railway has shown such a large deficit in receipts that it should no longer be operated by the receivers. Aug. 7 would be fixed as the day on which this road should be delivered up by the receivers to the owners. The deficiency would be charged up when the master in chancery makes his report as to the amount.

As to the Carbon Cut-Off road there is no doubt that it should be operated by the receivers as heretofore.

As to the other branch roads the court was of the opinion that they should not be operated by the receivers of the Union Pacific system very much longer, and the court would decide as to them on Nov. 15, after the master in chancery made his report. The master in chancery will report on his facts Oct. 10. Exceptions to the report may be made up to Nov. 5.

Judge Sanborn announced as a warning and indicating the sentiment of the court that there is no prayer in the petition upon which the receivers were appointed for the Union Pacific for winding up the affairs of the company or the conclusion of the trust. He called attention to the fact that the road has been operated by a court of equity for the past ten months, and such a condition ought not to last for many years in any event. Some of the branch roads are operated at an expense. Counsel were told that bills should be filed asking the forclosure of mortgages and for turning over the main road and the branches to the proper owners or purchasers.

SENTENCED FOR CONTEMPT.

Gets Ninety Days for Interfering With a Deputy Marshal.

Ernest Leeson, of Duluth, was given a hearing before Judge Williams, of the United States circuit court, yesterday afternoon on an attachment for contempt of court in interfering with a deputy marshal at Duluth on the Northern Pacific road. There were a number of witnesses present from Duluth. After hearing the evidence, Judge Williams committed Leeson to the Ramsey county jail for ninety days without bail or appeal. Leeson and his friends were sorely disappointed. The wife of Leeson became hysterical over the sentence, and, after they had been taken to the office of the clerk of court, she sat on her husband's knee and clung to his neck and sobbed for several minutes. Leeson was finally taken to jail.

Walter Darcy, of East Grand Forks, was given a hearing before Judge Williams on a charge of contempt of court in interfering with Hennesy, a carrier of mail from the postoffice to the Northern Pacific depot. It appeared that he was coached to the deed by others, and, being only eighteen years old, Judge Williams let him off with a reprimand.

George White, of Minneapolis, charged with contempt of court in meddling with a mail train, will have a hearing this morning.

SEVENTY INDICTMENTS.

Fifteen More to Be Returned Against Strikers.

It was the intention of the United States district court to begin the trial of some pension cases this week, but the probabilities now are that the strike cases will be taken up. The grand jury returned a batch of seventy indictments against strikers yesterday, and about fifteen more cases will be reported this morning. The names of the indicted persons were not made public, as the men are not under arrest. Warrants will be placed in the hands of deputy marshals at once, and arrests will be

DEFENSE NOT COMPLETE.

SUPREME COURT REVERSES THURSTON DIVORCE CASE.

MAY PROCEED FOR ALIMONY.

Wife Domiciled in This State May Have Alimony From Property in This State, Notwithstanding the Divorce Procured by Her Husband in Another State—Grist of Decisions.

Six decisions were handed down by the supreme court yesterday, all written by Justice Canty.

In the case of Maria E. Thurston, appellant, vs. Charles E. Thurston et al., respondents, the supreme court reverses the judgment of the lower court, and holds that the defense made was not completed, and that the appellant may still proceed for the recovery of alimony. The svlla bus is as follows:

Maria E. Thurston, appellant, vs. Charles E. Thurston et al., respondents. Judgment reversed. CANTY, J.

Where a husband domiciled with his wife in this state, deserts her and acquires a residence in another state, by the laws of which he must reside within such state one year before he is permitted to commence an action for divorce; but after residing there two or three months he commences such an action by constructive service on the wife, and in his sworn complaint alleged he had resided there one year before the filing of the complaint, which the court finds on the hearing to be true and thereupon judgment is entered divorcing the parties.

1. Held he being an actual resident of that state when the action was commenced the judgment is valid and stands on the same footing as any other judgment procured by false testimony.

2. Held such judgment determined nothing but that the parties were divorced, and being in rem is neither res adjudicata or an estoppel as to the question of alimony, and the wife remaining domiciled in this state may commence an action for alimony to be awarded out of his property in this state, and the fact that the marriage relation is dissolved will not defeat such action.

3. Held, further, she may make any person having possession of the said husband's property or holding the title to the same in trust for him, a party to such action for the purpose of applying the same in payment of the alimony awarded her, and this will be sufficient seizure of the property to enable her to proceed by constructive service against her said husband.

4. Held, further, if such person goes to trial without objecting to a failure to serve her said husband with summons in the action, he waives such defect of parties defendant.

5. Where such wife brought an action for divorce and alimony, and the defendants pleaded and proved such judgment of divorce in such other state

Held, this is not a complete defense; but she may still proceed for the recovery of alimony.

The syllabi in these cases are as follows:

William Ritchie, respondent, vs. John H. Eze, sheriff, et al., appellants. Judgment affirmed. CANTY, J.

1. Where a subsequent creditor in taking the proper steps to redeem from an execution sale, tenders to the sheriff the amount of currency necessary to make the redemption, a part of which is national bank notes and silver certificates, and the sheriff refuses to accept the tender, without objection to the character of the currency offered. Held, that as to himself and the holder of the certificate, he thereby waives the objection that the currency offered is not legal tender.

2. Where such a redemption is made under the sheriff's certificate of execution sale on a subsequent judgment, the time to redeem from which has not yet expired. Held, it is sufficient to produce to the sheriff on such redemption the certificate properly executed and recorded, without producing certified copies of the judgment docket thereof, and execution on which the sale is made, when all of the same are properly recited in such certificate.

3. Park vs. Hush, 29 Minn. 434, and other cases followed to the effect that the purchaser of an execution sale attach thereto subsequent lien held by him, so as to compel the holder of a lien subsequent to this to pay them in redeeming from the execution sale unless such purchaser puts himself in the line of redemptioners, by filing notice of intention to redeem from his own hote under his subsequent liens, and files at the proper time affidavit of amount due on his subsequent lien, but, held, in such case it is not necessary for such purchaser to pay to himself the amount necessary to redeem from himself, or issue to himself any certificate of redemption, and he need not redeem from himself through the sheriff.

4. When a subsequent creditor, in taking the proper steps to redeem from an execution sale on a prior judgment, tenders to the sheriff the amount necessary to redeem, which is refused, Held, to even maintain an action to redeem without paying the same into court, if he keep the tender good and is ready and willing to pay the same into court when ordered by the court to do so.

5. While such action is brought against the holder of the sheriff's certificate, and the complaint does not allege that he caused the sheriff to refuse the tender, or refused to permit the redemption so be made. Held, if for the reason the complaint is defective such defect is cured by the answer which denies plaintiff's right to redeem.

A. W. Thompson, respondent, vs. Gertrude Ellenz et al., appellants. Order affirmed. CANTY, J.

1. The objection that a written instrument offered in evidence is incompetent, irrelevant, immaterial and not embraced within the issues, does not cover the objection that the signatures to the instrument have not been proved, and if this objection is not made specially it is waived.

2. A certain contract construed and held to be on its face the contract of the corporation named in it, and not of the agent who signed it.

3. Trust deeds secured the payment of indebtedness, appointed trustees with power to foreclose and other powers, and provided that the mortgagor could sell the mortgaged lands and substitute the proceeds as security to be reinvested by the trustees and held by them as a sinking fund to meet the payment of the indebtedess when it came due. Afterward power was given to the trustees to sell the lands themselves for the purpose of carrying out the trust.

Held, this power, being given for the purpose of substituting one security for another, and not as a means of foreclosing the trust deeds, authorized the trustees to sell the land without right of redemption.

4. When an assignment for the benefit of creditors is made in another state by a resident thereof, and is not repugnant to the laws of this state and does not appear to be repugnant to the laws of the state in which it is made, is voluntary and in the nature of a common law assignment, and the deed of assignment is executed as deeds of conveyance are required to be executed by the laws of this state, and it purports to convey land in this state,

Held, it is good as a conveyance of such land, at least as against every one but the creditors of the assignor.

5. Paulson vs. Clough, 40 Minn., 494, followed to the effect that chap. 206, G. L. 1887, is merely a registry law.

6. Mitchell vs. Chisholm, 58 N. W. Rep., 873, followed on the point that a vendee in possession under an executory contract is estopped in an action of ejectment to dispute the vendor's title.

7. Ejectment is a proper remedy against such a vendee when in default, and if no equitable circumstances excusing such default appear, and no equitable relief is asked, the vendor is entitled to judgment for possession.

Where the demurrer of the defendant to the complaint is overruled and without answering he is permitted to, and does proceed to trial on the merits, and after trial proposes and settles a case and exceptions and moves for a new trial,

Held, he hereby abandons his demurrer and cannot on an appeal from an order denying such motion for a new trial review the order overruling the demurrer.

State of Minnesota in re application of George R. Whitcomb, relator, vs. W. E. Lockerby, respondent. CANTY, J.

This court will not issue a writ of quo warranto if there is a remedy in the district court at all adequate, unless under special and exceptional circumstances, as, for instance, that there will be great injury or inconvenience to the public by reason of the delay and uncertainty caused by commencing proceedings in the lower court and awaiting a final determination on appeal to this court.

Acting on this rule, this court did not consider the merits of the application for such a writ in denying such application in the opinion in Whitcomb vs. Lockerby, 59 N. W. R., 495, only so far as to determine that under this rule the writ should not be granted.

The district court has jurisdiction to issue the common law writ of quo warranto.

Emelia F. Struck, as administratrix of estate of F. Struck (deceased), respondent, vs. Chicago, Milwaukee & St. Paul Railway Company, appellant. Order affirmed. CANTY, J.

When a traveler on a highway is struck by a train at a railway crossing and killed, and there is no direct evidence to prove that he looked and listened, but there is evidence to prove that if he had done so he could not have seen the approaching train in time to avert a collision, the question of his contributory negligence is for the jury. Where the crossing of a highway over a railroad is ordinarily very dangerous, and the circumstances connected with the running of the particular train make it still more dangerous, it is a question for the jury whether or not, under all the circumstances of the case, the railway company in approaching the crossing with its train, as well as giving the statutory signals, should not, in the exercise of reasonable care, take also other precaution to avoid injury to travelers upon the highway.

Alexander A. McCallum, appellant, vs. Alexander McCallum, respondent. Order affirmed. CANTY, J.

The evidence considered and held not sufficient to sustain a verdict for plaintiff.

SUPREME COURT.

The supreme court yesterday heard the following cases:

William Thompson, appellant, vs. John Dale et al., respondents; argued and submitted.

Otto Walther, appellant, vs. Seven Corners Bank et al., respondents, and C. T. Cardigan and Kriha & Hawzel, appellants; submitted by respondents and argued by appellant.

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MARRIAGES, BIRTHS, DEATHS

MARRIAGE LICENSES.

George A. Chute..Eunice R. Bomberge

BIRTHS REPORTED.

Mr. and Mrs. A. Casanka.....Girl
Mr. and Mrs. Paul Chapel.....Girl
Mr. and Mrs. O. Ames.....Boy
Mr. and Mrs. W. E. Bennett.....Boy
Mr. and Mrs. William Brentel.....Girl
Mr. and Mrs. Ed Camen.....Girl
Mr. and Mrs. J. B. Dahlquist.....Boy
Mr. and Mrs. Frank Eimund.....Boy

DEATHS REPORTED.

Henrietta Schumacher, Hopkins..67 yrs.
Louis Wehmeir c. and c. hospital..29 yrs.
Robert G. Kelly, College av.....35 yrs.
Ole Wilson, 557 Farrington av.....45 yrs.
Martin Anderson, hospital.....24 yrs.
Mary A. Armstrong, 334 W. Robie..63 yrs.
Nancy Messer, Portland av.....72 yrs.
Maud Kipp, Dayton av.....9 yrs.
Lilhe Field, 341 Magnolia.....1 yr.
Theo. Eckhardt, waterworks.....1 yr.
Charles Thompson, 481 E. Eighth..4 mos.
Paul Beaurline, 277 E. Robie....13 mos.
Paul McCormick, Cedar st.....10 mos.
Baby Hamburg, 935 University..4 mos.

DIED.

WELCH—In St. Paul, at 619 Whitall street, on Thursday, July 19, 1894, Leo, youngest son of Mr. and Mrs. J. T. Welch, aged one year and five months. Funeral from residence at 9 a. m. Saturday.

WILLIAM J. SLEPPY, Funeral Director—Undertaking Rooms, 495 and 497 Selby, corner Mackubin. Residence, 515 Dayton avenue, next to Presbyterian church. Telephone call, 927.

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