

ONLY THREE STAND

OF SEVEN DECISIONS BY JUSTICE CANTY FOUR ARE REVERSALS.

TWO CORPORATION CASES.

INVOLVING A ST. PAUL COMPANY AND THE NORTHWESTERN GUARANTY LOAN.

REVERSAL IN EACH CASE.

Effect of a Reversal of Judgment by the State Supreme Court.

Seven decisions were handed down by the supreme court yesterday, in four of which the orders and judgments of the lower courts are reversed.

A case of interest locally is that of the St. Paul Fire and Marine Insurance company, in which the order of the lower court is reversed.

Another interesting case is one involving the Northwestern Guaranty Loan company, of Minneapolis, where the trial judge is again taken to task by Justice Canty.

The St. Paul Fire and Marine Insurance company, as garnishee, appears as respondent to the appeal of Aultman, Miller & Co. vs. Markely & Co.

This action is an appeal from an order discharging the garnishee. In September, 1892, Aultman, Miller & Co. brought suit to recover a certain sum of money from W. D. Markely & Brother, through garnishment proceedings against the Paul Fire and Marine Insurance company, which company, it was claimed, was indebted to Markely & Brother.

In a greater sum than \$50. The trial judge discharged the garnishee on the ground that the affidavit for garnishment was defective and that the debt disclosed was due only against W. D. Markely.

Justice Canty holds differently in the following syllabus reversing the lower court.

Aultman, Miller & Company, appellant, vs. W. D. Markely et al., defendants, St. Paul Fire and Marine Insurance Company, garnishee, respondent.

This case is an appeal from the order of the person of the defendant, the voluntary appearance and disclosure of the garnishee, as to him, the effects in the affidavit for garnishment was defective and that the debt disclosed was due only against W. D. Markely.

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did not in effect grant a new trial. Order reversed. CANTY, J. Start. C. J. dissent.

William H. Weibler, respondent, vs. Patrick Ford et al., appellants. On the issue formed by the supplemental complaint and answer thereon filed in a garnishment proceeding commenced in the judgment of the court party is entitled to a jury trial as a matter of right.

2. Evidence held sufficient to sustain the findings and order for judgment. 3. A certain parcel trust is conceded to be unenforceable, and the evidence held to the contrary is held to be incompetent and immaterial. Order affirmed. CANTY, J.

J. P. Johnson et al., respondents, vs. Ole J. Vaule et al., defendants; Ole J. Vaule, appellant.

Held, under section 272, chapter 66, General Statutes 1878, the judgment in the first action was an adjudication as to the value of the property, but not as to the ownership or right of possession thereof, and that plaintiff was not, on the findings, entitled to any relief in the second action. Judgment reversed. CANTY, J.

Thomas Perry, appellant, vs. Andrew Miller, respondent. 1. Where the court acts as trier of fact, the decision is final and cannot be reversed. 2. Matters which occur out of court or in another action have no place in a bill of exceptions, but for the purpose of a motion for a new trial or an appeal, should be presented by affidavit. Order affirmed. CANTY, J.

SUPREME COURT ROUTINE. State of Minnesota, appellant, vs. The Shevlin-Carpenter Company, respondent; argued and submitted.

John S. Ingersoll, respondent, vs. Chelsea J. Rockwood, appellant; submitted on briefs. W. T. Slayter, respondent, vs. M. B. Foster et al., appellants; submitted on briefs.

INGERSOLL ON LUTHER. Interesting Review of a Stormy but Useful Life.

Rev. E. P. Ingersoll delivered a lecture last night at the Bethlehem church, corner of Pleasant avenue and Ramsey street, on Martin Luther. The Rev. Ingersoll spoke in a most interesting and instructive manner.

At the conclusion of the cross-examination of Col. Clough in the Great Northern case before Judge Kerr yesterday, a number of witnesses were called.

Mr. Kalman said that he had acted as agent for the Northern Pacific in the competition of property for terminals. He had also sold some property to the company. His estimate of the present value of the real estate adjacent to the Northern Pacific terminal property placed at from \$5,000 to \$8,000 an acre.

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The New Store Grows. More strong reductions. We mean to close out every dollar's worth of goods before going to the new building.

THE MONARCH SHIRTS. The best known Shirt on the market, and never sold less than \$1.50. We have them in these sizes: 13", 14", 15", 15", 16", 16", 17", 17", 18. FANCY PERCALE SHIRTS, every one of them in proper style, 75c included in this Sale at 75c

MEN'S HOSIERY. TAN and BLACK Colors. We place 98 dozen of our 35c kind and include them at 20c Every pair of regular 25-cent HALF-HOSE included at 10c

The better grades of MEN'S FURNISHINGS have been subjected to the same cutting down process.



Third Street. Corner Robert.

HIGH-PRICED LANDS. ARE THOSE USED FOR TERMINALS BY THE ST. PAUL RAILROADS. EXPERTS GIVE TESTIMONY AS TO FIRST VALUE AND INCREASE BY REASON OF IMPROVEMENTS.

COL. C. S. BUNKER A BOOMER. In the Opinion of Attorney General Childs—Some Other Hizon.

Put Up \$100 Security. A Stien was arrested yesterday on complaint of Max Smith, who charges Stien with assault and battery.

W. C. T. U. Delegates Received at the Mansion House. LONDON, June 20.—The second day's session of the World's W. C. T. U. was opened this morning with prayer at the meeting of the Northern Pacific in the Twin Cities and Duluth and West Superior.

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Mannheimer Bros.

HOUSEKEEPERS' DAY! For Friday's trading we group together a few Effectives. They will bear close inspection.

In the Wash Goods Department. This morning at 10 o'clock, so as to give all comers a chance to get the greatest Bargain in Fine Wash Dress Goods ever offered, we place at your disposal:

Two cases, over 8,000 yards, of 32-inch wide, BATISTE. 5c in splendid styles and absolutely fast colors; worth fully 15 cents a yard. At 10 o'clock sharp, only Yard

Housekeepers' Day in the COLORED DRESS GOODS DEPT. REMNANTS of All-Wool Dress Goods at HALF THE REGULAR PRICES. Rare Bargains Are to Be Found at This Sale.

Art Department. Cut Glass Spoon Holders, two patterns. Special each. \$1.39 Carlsbad Tea Cups. Special, each. 19c Smoking Tobacco Receptacles in the Hungarian Ware. Special, each. 59c Chafing Dishes for summer cooking, nickel-plated dish, separable stand, improved lamp and book of recipes. Special, each. \$2.19 Dresden Boudoir Lamps, raised floral and figure decoration. Special, each. \$1.39 Brass and Onyx Banquet or Library Lamps, shaft of Mexican onyx, open work base and separate fount. Special, each. \$2.69

Linen Department. Specials for Housekeepers' Day. 15 pieces Bleached Irish Table Linen, 68 and 70 inches wide; value \$1.15, at 87c 50 dozen 20-inch Bleached Napkins, regular price \$1.50 dozen, for \$1.18 50 doz. Bleached Napkins, 8 1/2 x 12, regular price per dozen \$3.00; for \$2.37 1 case Marseilles Bed Spreads, newest designs, full size; our regular \$4.00 quality; at, each. \$2.89 15 pieces Cream Table Linen, Irish make, 64 inches wide, regular price 65c; at 49c Hemmed Huck Towels, size 20x37 inches; regular value 25c each; for 17c 25 pieces White Victoria Lawn, 32 inches wide; regular price 20c a yard; for 14c

Cloak Dept. Storm Coat Special. Double Detachable Cape, plaid-lined, made of double texture cashmere, navy and black, regular value \$7.50 each; your choice for \$4.98

Drapery and Furniture Department. For Housekeepers' Day. Summer Comforts, 2 yards by 2 1/2 yards, filled with fine white cotton, each. \$1.75 Handsome designs and colorings. Silkboxes for Comforts in a large variety of patterns; these will be sold on Housekeepers' Day, per yard. 12c

Druggists' Sundries. A great sale of Fine Toilet Soaps for today and tomorrow. Cucumber Complexion Soap, Hazel Nut Oil, Butter-milk and Glycerine Soap. Per box of 3 cakes. Special. 20c 300 boxes of Kompoline Silver Polish. To introduce this extra fine powder, we will sell it today, per box, for 10c (Regular price, 25c)

LACE DEPARTMENT. Today we will hold a special sale at special prices. All our Embroidered Collars, Yokes and Capes as follows: 50c Neckwear, only 21c 75c Balbriggan Underwear, only 39c

NEGLIGEE SHIRTS. Regular Price \$1.69 Special Price \$1.29 \$1.25 ones 1.29 \$1.25 ones 1.29

SIXTH AND ROBERT STS., ST. PAUL, MINN.

ADJUST FAMILY DIFFERENCES

Bad temper is often merely bad digestion. Many quarrels attributed to perverse dispositions are due to disordered livers. Ripans Tabules adjust family differences, and would prevent them, which is better, if taken in time.

ENTRANCE EXAMINATIONS FOR Yale University will be held in the High School building, St. Paul, June 27, 28 and 29.

DIED. M'ALISTER—In St. Paul, June 19, Mrs. J. H. McAlister, aged seventy-nine years. Funeral from late residence, Hotel Ryan, Friday, June 21, at 10 a. m. Friends invited.

AMUSEMENTS. METROPOLITAN. COOLER THAN THE COOLEST. SEE THE CHILD WONDER. ALHAMBRA VAUDEVILLES. GERTIE COCHRAN. Next Week, the Last, 4 YEARS OLD. 'Tribly Hearts to Ladies, Madame Every Day. Prices—10c, 20c and 30c.

THE GRAND. WITH ITS CASINO COURTS. THE YOUNG MRS. GIFFEN AND NEILL CO. WINTHROP. Next Week—LED ASTRAY.

COPPING OUT COWS

THIEVES STRIKE A NEW LEAD THAT IS VERY HARD TO FOLLOW.

FRESH MILCH COWS STOLEN.

NOT A DIFFICULT MATTER TO DISPOSE OF VALUABLE ANIMALS.

FRED ESHLE'S 818 BARGAIN.

Peter Erickson Rescues His Cow From an Innocent Purchaser.

Thieves are now turning their attention to the stealing of cattle right here in the city. Not a few owners of more or less valuable cows have complained that their fresh milk supply has been temporarily or permanently taken out of reach.

Chief Clark's men have succeeded in rounding up and returning many animals reported stolen, but some are still missing, and most likely will remain so. That it is not a hard matter to dispose of an animal in good condition will be seen by reading an account below of a transaction of which all evidence would have been speedily wiped out by an innocent butcher but for the fact that the owner of the cow happened along in time.

Given the right kind of a thief, clever and well calculated by dress and bearing to deceive a would-be buyer, and there is small chance of detection, especially if the animal is sold to be butchered. When she has been knocked in the head, skinned, drawn and quartered, what man can pick out his own cow at a slaughter house? The hide might possibly serve as a means of identification, but it might not be easily found in a pile, and who could swear positively that a particular hide came off his own particular cow?

Undoubtedly some thievishly inclined people are stealing fresh milk cows, either to keep them under cover or to dispose of them for slaughter, on the specious plea that times are too hard to keep them, or on some equally plausible ground.

A SPECIMEN CASE. 'Twas on a pleasant summer morning about a week ago that a ruddy-faced butcher met Fred Eshle on a suburban road, and the two entered a conversation which would amount to nothing in itself; but Fred was driving a comfortable looking cow, and with the eye of a connoisseur the butcher viewed Eshle's goodly proportions.

"Hallo," said the butcher, heartily, "pewly you goin' with 't' cow?" "I'm movin' out here a ways, an' I got to take 'er along, although there's no barn on the place. Reckon I'll have to send 'er to pasture."

Then the butcher became a little more interested and took a closer survey of the cow.

"Well, I might," said Eshle coolly, as he wanted to be coaxed a bit.

"I don't really need a cow," the butcher said, in off-hand style, "but I'll give you eighteen dollars an' take 'er."

Eshle had no permanent use for the cow he was driving, so after some hesitation he took the eighteen simoleans, as alleged, an' went his way, while the butcher took the cow and shook hands with himself for driving such a fine bargain. When he was proceeding toward his private abattoir with his prize Peter Erickson came along.

"Hallo," said Peter in joyous tones, "vare ban you goin' vid cow?" "O, just over here a piece," said the butcher, as he urged Eshle along with a switch.

"But dat ban mine cow," asserted Erickson.

"Your cow! ah, you bin drinkin'; better quit kiddin' an' go home an' sleep it off."

Still Peter persisted the cow was his, and would not be put away. Finally the butcher was convinced and the two went to police headquarters and reported the quick sale for large profit made by a man who never owned a cow, yet had meat to sell. For a

FINED FOR ILLEGAL FISHING.

Michael Fredel was fined \$50 in the police court yesterday for fishing in the Mississippi river with a trout line.

Mr. Fredel found the amount of the fine so inconveniently large that the disagreeable alternative of sixty days in the workhouse seemed imminent, but Attorney Bramhall, who prosecuted the case on behalf of the fish commission, recommended that the fine be reduced to \$10, which was about the size of Mr. Fredel's cash resources.

Judge Twombly acted upon the suggestion, believing that the loss of the \$10 would prove a salutary lesson for Fredel.

PUT UP \$100 SECURITY.

A Stien was arrested yesterday on complaint of Max Smith, who charges Stien with assault and battery.

He was held for music least \$100 as security for his appearance at that time.

VISITED THE LORD MAYOR.

LONDON, June 20.—The second day's session of the World's W. C. T. U. was opened this morning with prayer at the meeting of the Northern Pacific in the Twin Cities and Duluth and West Superior.

Mr. Kalman said that he had acted as agent for the Northern Pacific in the competition of property for terminals. He had also sold some property to the company. His estimate of the present value of the real estate adjacent to the Northern Pacific terminal property placed at from \$5,000 to \$8,000 an acre.

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