PINING IN THE PEN

WILL CONTINUE TO BE THE OCCUPATION OF THE FLOYD BROTHERS.

A NEW TRIAL IS DENIED.

SUPREME COURT JUDGES COULD FIND NO REASON FOR GRANTING ONE.

ANNIE FUNK'S VERDICT UPSET.

Liability of a Bondsman Defined in an Insurance Case—Ruling on Usury.

According to the decision rendered by the supreme court yesterday the Floyd brothers will remain in the penitentiary and serve out the term for which they were committed.

The decision is written by Justice Collins, and in the opinion, which is a somewhat lengthy document, he reviews all the circumstances leading up to the crime and the conviction of Scheig, together with the Floyds. All the members of the court were present when the case came up, and all concurred in the opinion that the appeal for a new trial for the Floyds should be denied.

In his review of the case Justice Collins refers to the evidence which proved that before the marriage of Scheig he and the Floyds were continually together, Scheig being employed in the bank and the two brothers without any visible means of support at the time. It was further proved that the three were in the habit of indulging in all kinds of dissipation, and that the Floyds had borrowed at different times sums of money that would amount to $3,000. In the indictment it was not claimed that the brothers had personally taken any of the money from the bank, but it was charged by the prosecution that they had aided, abetted, procured and influenced Scheig in the commission of the crime. The conclusion reached by the jury in the trial was that in consequence they were equally guilty with Scheig, and a verdict was rendered accordingly. On the appeal for a new trial it was contended by the counsel for the Floyds, that the verdict of guilty was vitiated by certain alleged irregularities and misconduct during the trial on the part of the prosecuting attorney and on the part of some of the jurors and also that the court erred when making a statement to the jury relative to current rumors as to misconduct and in not discharging the jurors when informed of these rumors. It is also insisted by counsel in the appeal that the verdict was wholly without evidence to support it. This last contention is taken up by the court and dwelt upon at some length. In his opinion Justice Collins says: During the six years that Scheig was teller of the Minneapolis bank he stole over $100,000. He was indicted, arrested in England in company with defendants, brought back to Minneapolis, and on being arraigned entered a plea of guilty. Then followed the indictment, trial and conviction of the Floyds, and the conclusion reached by the jury as to their guilt is concurred in by this court and an appeal for a new trial is denied.

THE SYLLABUS.

State of Minnesota, respondent, vs. Frank Floyd and Louis Floyd, appellants.

1. Held, on the evidence in this case, that the question of the guilt or innocence of the defendants was for the jury and that it supported a verdict of guilty.

2. Held, also, that the affidavits presented by the defense and the prosecution on the motion for a new trial as to alleged misconduct on the part of the prosecuting officer when making his opening address to the jury, and as to alleged irregularities and misconduct of certain jurors during the trial raised questions of fact for the determination of the court below, and, also, that there is no legal ground upon which this court can ignore and reverse its disposition of these questions in favor of the state.

3. Held, further, that the trial court was fully justified in calling the attention of the jury to certain rumors affecting conduct of one of their number and in admonishing them as to a repetition of alleged misconduct. If the rumors in question were of so serious a character as to require a dismissal of the jury in question and the empaneling of another to try defendants, it was incumbent on their counsel to move in the matter upon being informed of the prevalence of such rumors. They could not speculate upon the result by sitting silently by with full knowledge of the situation. Order affirmed. COLLINS, J.

SCORE ONE FOR LOWRY.

Another case of considerable interest is that of Annie Funk against the St. Paul City Railway company. The respondent is the widow of one Henry Funk, who some three years ago lost his life while working on the Selby avenue cable line. A car came along and Funk was just getting down into the manhole, when the car struck and killed him instantly. His widow sued the company for $10,000, and in the trial court she got a verdict. The supreme court reverses this order, and the syllabus of the case follows:

Annie Funk as administratrix of estate of Henry Funk, deceased, respondent, vs. The St. Paul City Railway Company, appellant.

1. Chapter 13 General Laws of 1887 provides that every railroad corporation owning and operating a railroad in this state shall be liable for damages sustained by an agent or servant by reason of the negligence of any other agent or servant; held that this law is not applicable to a street railway corporation, although its line is operated by cable.

2. Where the language of the statute is in any manner obscure or of doubtful meaning we may recur to the history of the time when it was enacted and seek in that history for the mischief and defect which the statute was intended to remedy and "when the words of a statute are not explicit the intention is to be collected from the context, from the occasion and necessity of the law, from the mischief felt and the object and remedy in view." Potters Dwarris 195, Note. 13.

3. Where there are several material issues tried and the verdict is a general one, it cannot be upheld if the trial court give the jury an erroneous charge upon any one of the issues. Order reversed. BUCK, J.

BONDSMAN'S LIABILITY.

Royal Insurance Company, respondent, vs. David F. Clark, appellant.

One J. as agent of an insurance company executed to it a bond upon which the appellant was surety and which contained a recital as follows: "That whereas the above named Ernest W. Judson has been duly appointed by the aforesaid company their agent at Marshfield, Wisconsin, and vicinity, county and state aforesaid, during the pleasure of the manager and attorney thereof and by reason whereof, and as such he will receive into his hands and possession divers sums of money, policies, chattels and other effects and property of said company and is bound to keep true and accurate account of said property and receipts and disbursements and to deliver, account for and pay over the same when directed, according to the instructions of said company or its manager, and to conduct the business according to the general and specific instructions of the company aforesaid."

J. insured certain property and issued a policy which the company refused to accept and directed the agent to cancel it and return the premium to the insured, which he promised to do and notified the company that he had done so, which was not true and he retained the premium. The insured property was burned and the company was compelled to pay the loss.

Held, that upon such default of J., C. as his bondsman was liable for the loss which the company was legally compelled to pay the insured.

The property insured and destroyed by fire was situated in Fifield county, Wisconsin, but it does not appear whether Fifield is near or in the vicinity of Marshfield, nor whether the insurance business done at Fifield would be tributary to the insurance agency at Marshfield, but held that fairly interpreted the language of the bond means that J. was appointed agent at Marshfield, Wood county, Wisconsin, and that such agency extended not only to Marshfield, but to its vicinity, and authorized him to transact such insurance business as would be reasonably tributary to Marshfield, and that considering the nature and manner of doing insurance business, if, in this respect Fifield is not in the vicinity of Marshfield nor its insurance business tributary thereto, this is a matter of defense and cannot be raised upon demurrer. Order affirmed.

BUCK, J.

LANGUAGE OF A WILL.

In the matter of the estate of Robert F. Gillam, deceased; Josephine H. Cowles, appellant, vs. Hannah E. Henry, executrix, respondent. G executed a will. The third clause thereof is as follows: "All the rest, residue and remainder of my property, real, personal and mixed, and of every kind and nature, and wherever situated, I give, bequeath and devise unto my father, J. W. G., and to my mother, or H. A. G., and to the survivors of them for and during the term of their natural lives, and the natural life of the survivor, with rights to use, in addition to the income, rents and issues thereof, so much of the personal estate absolutely as may be necessary for their personal maintenance and comfort, and upon and at the death of the survivor of my parents, I give, bequeath and devise all of the same property, of every kind, or so much thereof as may then remain to my brother, H. G., and to my sisters, J. H. C. and H. E. H., share and share alike, and to their heirs, taking by representation; to have and to hold the same to my said brother and sisters, their heirs and assigns, to their own use forever."

Held, that the absolute title to the rents and income rested in the parents and the survivors, and after their death no vested remainder passed by the terms of the will to the other devisees. Where the language of a will is free from ambiguity the testator is presumed to have used it in the ordinary and proper sense. Order affirmed.

BUCK, J.

DAMAGE TO CROPS.

Albert L. Ward, respondent, vs. The Chicago, Milwaukee & St. Paul Railway Company, appellant. The measure of damages in an action to recover for an injury to a perennial crop—in this case, growing grass—is the difference in the market value of the real property immediately before and its value immediately after the infliction of the injury, and when ascertaining this difference, evidence that another crop of some character and value may be grown on the land the same growing period, and of the average yield of like crops, of the average market price, the ordinary expense of harvesting and marketing such crops, the condition of that particular crop before the injury, and any other fact existing at the time of the loss, tending to show how and to what extent the injury decreased and diminished the value of the farm, may be considered. But evidence of matters occurring subsequently to the injury is not competent, overruling on this point Lommeland v. Ry. Co., 35 Minn., 412. Order reversed.

COLLINS, J.

USURY CASE REVERSED.

Yellow Medicine County Bank (a corporation), appellant, vs. George Cook and Henry Cook, respondents.

1. As usury works an absolute forfeiture of the whole debt under our statute, the proofs on which it rests should be scrutinized and the rule as to the effect of a fair preponderance of evidence applied with more strictness than in ordinary civil actions. Such a defense ought to be sustained upon evidence which is intrinsically improbable when rebutted by evidence which is inherently reasonable and probable.

2. Held, applying the above rule, that the verdict in this case was manifestly and palpably against the weight of the evidence and cannot be allowed to stand. Order reversed.

COLLINS, J.

LOWER COURTS SUSTAINED.

Edmund Sherwood, respondent, vs. Roger S. Powell, appellant.

Where it appears from a complaint in an action for libel based on an allegation in a pleading in another action, that the defamatory allegation was wholly gratuitous, irrelevant and immaterial, that it was well known by the defendant to be false and untrue, that it was published without cause or justification and with express malice, it is not privileged. Order affirmed. COLLINS, J.

Joseph Lloyd, respondent, vs. Odillon J. Secord, appellant.

Held, in an action brought to obtain restitution of leased premises after a breach of the covenant to pay rent and under the provisions of G. S. 1894, section 6118, that the answer failed to allege a defense.

2. The answer having admitted all of the material allegations of the complaint, and alleging no defense, judgment on the pleadings for restitution was properly ordered in the court below, following Norton v. Beckman, 53 Minn., 456. Judgment affirmed.

COLLINS, J.

William Boltz, appellant, vs. Mrs. Jacob Schultz et al., respondents; Eugene Wilhelm, appellant, vs. Mrs. Jacob Schultz et al., respondents.

Held, upon the pleadings and a stipulation as to facts that plaintiffs in these actions were not entitled to any relief. Judgments affirmed.

COLLINS, J.

In re application for receiver for M. H. Crittenden et al., Metropolitan Trust Company, assignee, appellant, vs. Hill Sons & Company et al.

Evidence considered and held sufficient to justify the court in appointing a receiver. Order affirmed.

BUCK, J.

Adamant Manufacturing Company, respondent, vs. Jacob Pete, appellant.

Motion for a new trial on the ground of surprise and newly discovered evidence; held properly refused. Order affirmed. BUCK, J.

In re collection of taxes for 1892, Wadena, Wadena County, plaintiff, vs. Jane L. Wiswell, defendant.

The provisions of S. L. 1885, Ch. 30, an act amendatory of the charter of the village of Wadena, S. L. 1881, Ch. 46, whereby additional territory was taken into the village, are not repugnant to the constitutional amendments of 1881 prohibiting the enactment of special laws granting corporative powers or privileges except to cities, or incorporating towns or villages. Art. 4, constitution as amended in 1881, section 33, subdivisions 7 and 9. COLLINS, J.

HEARD BY THE COURT.

The supreme court heard the following cases yesterday:

H. W. Topping vs. O. G. Clay; argued and submitted.

Marine National Bank vs. A. E. Humphreys et al., defendants, H. V. Winchell, appellant; submitted on briefs by respondent; argued and submitted by appellants.

W. G. Brown vs. St. Paul Plow Works; argued and submitted.

Peter McDonough vs. The Hennepin County Catholic Building and Loan Association; argued and submitted.

"SOBER AS A JUDGE,"

Said John Stephens, and the Judge Acknowledged the Compliment.

John Stephens, an old gentleman of sixty, accused of street begging, was yesterday discharged in the police court. He had been arrested about noon on complaint of Relief Agent Hutchins for soliciting alms around the capitol. Mr. Stephens presented a strange appearance when brought into court. His left arm was missing, the result of an accident; his right arm was disabled; his hair was as white as his nose was red. At first he explained to Mr. Hutchins that he had a family in a most destitute condition. The family resided in Swede Hollow. When requested to accompany Mr. Hutchins to the Hollow, the old gentleman admitted that his indigent relatives were but the baseless fabric of a dream. However, he would swear positively to one thing, or, rather, to four things—namely, one lunch and three beers, the which he had partaken of during the morning. It was suggested that he would have found his environment less complicated had he taken three lunches and one beer. This Mr. Stephens was not prepared to deny further than to assert to Judge Twohy (who had not yet ascended the bench)—"Ye-zzzir, I'm not drunk. Far from it—f'rf'rumt. Why, 'm boy, 'm as sober as a judge!" And the judge let him go.

A SPOILED DINNER

And a Burned Kitchen That Have Got Mixed.

A defective chimney caused a small blaze on the roof of the residence of Mrs. Mary Delaney, 73 Valley street, shortly after the noon hour yesterday. It was stated in an evening sheet that somewhere, about the same hour, "a kitchen adjoining a house burned," and that "the family dinner was spoiled." This statement reveals a serious condition of affairs, and, if really true, the fire department is manifestly endeavoring to suppress the facts. Up to a late hour last night the mysterious conflagration was still unlocated, and the department professed entire ignorance as to the destruction of a dinner. Unless the fire first mentioned is identified with the annihilating blaze, Chief Jackson should be called upon to explain.

Two Great Excursions to Boston

Via the Lake Shore & Michigan Southern Railway, one in July and one in August. One fare for the round trip. Stop over at Niagara Falls and Saratoga if desired; also by boat one way between Albany and New York, at the option of the passenger. Stop can be made at Chautauqua on return trip. Regular Summer Tourist Tickets to the many delightful mountain, lake and seaside resorts of the East are now on sale. Complete list of routes and rates, with any further information desired, will be promptly furnished on application. J. E. Hull, T. P. A., 154 East Third street, St. Paul, Minn.; C. K. Wilber, West. Pass. Agt., Chicago.

G. W. GARDNER'S DEATH

Brings to an Untimely End a Life of High Endeavor.

The remains of George W. Gardner, of 827 Agate street, arrived on the 2:50 train last night from Duluth. He was killed at Iron Junction, on the Duluth, Mesaba & Northern railway by the overturning of a car. Mr. Gardner was the son of W. C. Gardner, now deceased, and Mrs. Helen Gardner, of 827 Agate street.

He was thirty-five years old, unmarried, and had lived in St. Paul for thirty-four years, during which time he has been a central figure among railroad men, having served as fireman on the old Manitoba road with his father, and later was an engineer for years. He was most highly esteemed by all who knew him and his many friends most solemly mourn his loss. The remains will be interred at Oakland cemetery Saturday afternoon. Services at the house 827 Agate street at 2:30 p. m.

I'm All Unstrung,

Is the remark of many a nervous individual. He or she will soon cease to talk that way after beginning and persisting in a course of Hostetter's Stomach Bitters. Nothing like it to renew strength and appetite and good digestion. It checks the inroads of malaria, and remedies liver complaint, constipation, dyspepsia, rheumatism and kidney disorder. It is in every sense a great household remedy.

$50,000 IS ASKED.

OF THE OMAHA RAILROAD COMPANY BY A MANGLED IOWA EDITOR.

HE IS CRIPPLED FOR LIFE.

KATE AND CHARLES M'DEVITT SUING THE CITY OF ST. PAUL FOR $6,000.

VERDICT AGAINST SURETIES

On a Note Given by Chamber of Commerce—General News of the Courts.

In the United States court, Judge Nelson and a jury are engaged in hearing the suit of Levi W. Meyers, an Iowa editor, to recover from the Omaha railroad $50,000 damages for personal injuries sustained in an oil tank explosion that took place in cousequence of a train wreck on the road near Roberts, Wis., last September. The plaintiff was a passenger on a train that came up while the wreck was blockading the road. The passengers were taken off, and while being conveyed around through an adjoining field to take another train beyond the wreck the explosion took place.

The plaintiff's condition is pitiable in the extreme. One side of his head, face and neck is a mass of scars. His hands are both distorted and the fingers are all stiff. His feet are also crippled. He was burned in places all over the body. The ground on which he bases his claim for damages is that the employes of the company, knowing that there was a tank of oil in the wreck and liable to explode, should not have allowed the passengers to pass within range of the flames.

SUIT OF THE M'DEVITTS.

A Defective Sidewalk Basis for the Claim.

The suit of Kate and Charles McDevitt to recover from the city some $6,000 damages for personal injuries sustained by Mrs. McDevitt by falling on a defective sidewalk on Granite street last December, is on trial in Judge Egan's court, and was given to the jury last night with instructions to return a sealed verdict.

Mrs. McDevitt was thrown by a loose plank in the sidewalk and sustained a fracture of the small bone in one of her legs. The plaintiffs claim that notice had previously been served on the city regarding the defective walk, and giving warning that damages would be claimed in the event of an injury resulting therefrom.

SURETIES MUST PAY.

The Trust Company Wins a Suit on an $8,000 Note.

Judge Willis yesterday filed a judgment in favor of the plaintiff in the case of the St. Paul Trust Company against the Chamber of Commerce et al. The action was brought to recover from the chamber and a number of sureties $8,000 on a note. The sureties fought the suit on the ground that an extension of time had been given without notice having been served on them and also that it was agreed that not less than twenty sureties should sign the note before those signing could be held liable. The court releases Capt. Castle for this latter reason, but all the others are held responsible.

RECEIVER ASKED FOR

To Take Charge of an Investment Society.

John Willoughby yesterday filed in the district court a petition for a receiver for the St. Paul Investment & Savings society. The petitioner alleges that the society owes him $2,500 on a note, that it has been insolvent for some time past, and with full knowledge of this fact, it has given to Carrol F. Easton and Joe R. Lane, a mortgage for $10,000 on its property as security for mortgage coupons held by them. It is alleged that these coupons were long past due and that the real purpose of the $10,000 mortgage is to make them preferred creditors. The petitioner asks that the mortgage be set aside and a receiver appointed to take charge of the property. A judgment was secured against this society a few days for money paid on stock sold on misrepresentation.

TWO WIVES CUT LOOSE

From Husbands Who Did Not Cherish Them.

The ladies of color were numerous in Judge Willis' court yesterday. It was a sort of field day for them. Two weeping sisters were seeking divorces from unworthy husbands. One was Belle Wiley, who desired to be rid of Jesse Wiley, because he had not limited himself to his wife in the conferring of his affections. Judge Willis agreed with Belle and granted her prayer. The other case was that of Annie Davenport, who found the same fault with her hubby, Frank, that Belle had with hers. Her prayer was also granted.

Police Know Them.

Austin Hoban and George Edison, arrested for stealing a case of wine from the California Wine house and discharged Wednesday, were at once rearrested. They appeared in the police court yesterday morning, charged respectively with vagrancy and drunkenness. They will be tried July 2.

DISTRICT COURT ROUTINE.

ORDERS AND DECISIONS.

56,648—St. Paul Trust Company vs. The St. Paul Chamber of Commerce et al.; judgment for plaintiff for $8,000 filed. Judge Willis.

55,214 — National German-American Bank, plaintiff, and Russell Smith, intervener, vs. St. Anthony Park North Real Estate and Improvement Company et al.; order filed confirming receiver sale of property of defendant. Judge Otis.

60,306—James A. Saxe vs. Pattee C. Womack et al.; order denying motion of defendants to amend findings. Judge Otis.

NEW CASES.

61,745—Almeric H. Paget vs. Samuel A. Appleton; action to recover $825 alleged to be due on a note. Writ of garnishment issued.

61,746—P. J. Bowlen & Co. vs. Dibble & Batchla; action to recover $107 alleged to be due on account. Writ of garnishment issued.

61,744—William Pearson vs. Daniel Young et al.; action to recover $3,000 alleged to be due on a note. Writ of attachment issued.

61,748—I. Solomon & Co. vs. G. A. Ryan; action to recover $214 alleged to be due on account. Writ of garnishment issued.

61,735—Petition of John Willoughby for a receiver for the St. Paul Investment and Savings society.

BEFORE THE JUDGES.

61,654 and 61,655—Kate McDevitt and Charles McDevitt vs. City of St. Paul; action for $5,000 for personal injuries; given to the jury. Judge Egan.

60,576—John A. Starrett vs. Margaret J. Monson; jury disagreed. Judge Brill.

61,590—Michael Polnine vs. City of St. Paul; verdict for plaintiff for $69. Judge Brill.

61,119—Patrick McAuliffe vs. The Pioneer Press Company; on trial. Judge Kelly.

61,661—Belle Wiley vs. Jessey Wiley; decree of divorce granted. Judge Willis.

54,797—Annie Davenport vs. Frank Davenport; decree of divorce granted. Judge Willis.

56,409—People's Bank of St. Paul vs. The Royal Furniture and Carpet Company; judgment for defendant. Judge Willis.

60,416—Edward T. Saxe vs. William M. McKown et al.; on trial. Judge Willis.

MINOR NEWS OF COURTS.

Lottie Branch, the colored woman indicted for sending an obscene letter through the mails, yesterday withdrew her plea of not guilty and pleaded guilty. She was sentenced by Judge Nelson to thirty days' imprisonment.

A complaint was filed in the United States court yesterday in a suit begun by Christian Hanfeld Jr., of New York, to recover from Fred H. Sammer & Co. $2,659.55 alleged to be due for goods purchased.

In the suit of Hal I. Graham to recover damages from the Omaha road for the loss of a hand while employed thereon as a brakeman, the jury in the United States court yesterday returned a verdict in favor of the defendant.

CITY COURT CASES.

Joe Cullen Fails to Appear, Likewise Mr. Gillis.

Joe Cullen, who was arrested several weeks ago for stealing some meat, and who mysteriously escaped from the prisoners' room at the police court on the day of his trial, has not yet consented to emulate ex-Treasurer Taylor. Mr. Cullen is presumed to have retired temporarily to Honduras or Vera Cruz. Awaiting his epistolary olive branch, the case was again continued yesterday until July 5.

George Summers, the Seventh street saloonkeeper charged with brutally beating one Roderick Gillis, was yesterday discharged in the police court. Gillis failed to appear.

Christ Louck, the small boy whose mother desires him sent to the reform school, will be again brought up in the police court tomorrow. The required number of witnesses have not yet testified that Christ is more depraved than other little boys.

George Schwartz was found yesterday morning by Detectives Enright and Sweeney on lower Seventh street carrying a set of harness over his shoulders. Mr. Schwartz was unable to identify any spanking bays or splendid plodding Percherons as looking forward to the present of the harness from his loving hands. He had the harness, because he had it. Tomorrow Judge Twohy will decide whether a man may legally make a beast of himself by wearing harness in the public street.

The case of Henrietta Hoppe against Paul Lucher, of the West side, for bastardy, was brought up in the municipal court yesterday morning and again continued. Mrs. Hoppe, the mother of the plaintiff, and who experienced a violent fainting fit the day before when Lucher's attorney was cross-examining her daughter, was unable to testify.

MARRIAGES, BIRTHS, DEATHS

Births.

Mr. and Mrs. Patrick Wallace.....Girl
Mr. and Mrs. John Devlin..........Boy
Mr. and Mrs. J. W. Larvey..........Boy
Mr. and Mrs. Frederick Hoog.......Boy
Mr. and Mrs. Hiram H. Crane.......Girl
Mr. and Mrs. Frank Dailey.........Girl
Mr. and Mrs. John J. Fitzgerald....Girl
Mr. and Mrs. William Kooksick.....Boy
Mr. and Mrs. Ernest W. Crancum...Boy
Mr. and Mrs. William A. Arver....Boy
Mr. and Mrs. Charles Peterson....Girl
Mr. and Mrs. Andrew Twomey.....Girl
Mr. and Mrs. Ole G. Amlet..........Girl

Deaths.

Catherine Way, 449 Sherburne...5 wks
Olof Johnson, Prescott st.........74 yrs
Herman Hoppe, Prescott st........31 yrs
B. F. Clark, 321 Farrington av....42 yrs
Arthur Rowe, 529 Westminster ..10 yrs

ANNOUNCEMENTS.

THE NEW INTEREST PERIOD OF The State Savings Bank, Germania Life Ins. Bdg., 4th and Minn. Sts., begins July 1, 1895. All deposits made on or before July 3, 1895, will be entitled to six months' interest Jan. 1, 1896. Deposits received from $1 and upward. Depositors entitled to interest under Sec. 34 of the by-laws for period ending July 1, 1895, will please present their pass books at the bank for entry on or after July 20, 1895. Trustees, John D. Ludden, John B. Sanborn, Ferdinand Willius, Thomas Fitzpatrick, Harris Richardson, C. P. Noyes, Gustav Willius, Wm. Constans, John D. O'Brien, Kenneth Clark, Jul. M. Goldsmith.

DIED.

COLLINS—Mrs. J. C. Collins, wife of John C. Collins, No. 712 Fairmount avenue. Notice of funeral later.

MORIARTY—In St. Paul, Minn., June 27, 1895, at 10:30 a. m., at the family residence, 390 South Robert street, Julia Moriarty, age 60 years, wife of the late John Moriarty. Funeral Saturday, June 29, 1895, at 8:30 a. m., from the above residence. Services at St. Michael's church at 9 o'clock. Friends invited.

CROAK—In St. Paul, June 27, 1895, at 126 South Western avenue, Ann, relict of the late Thomas Croak, aged 58 years. Funeral tomorrow at 8:30. Services at the Cathedral at 9 a. m.

GARDNER—At Iron Junction, Minn., June 26, George W. Gardner, aged thirty-five years. Funeral from the family residence, 827 Agate street, Saturday, June 29, at 2:30 p. m. Interment in Oakland cemetery. Friends are invited to attend.

AMUSEMENTS.

Metropolitan.

—SPECIAL—

Any child presenting this coupon and 15 cents is entitled to the best seats Saturday Matinee.

LAST WEEK. Alhambra Vaudevilles

METROPOLITAN

TONIGHT!

A GREAT BIG EVENT.

GILKISON TESTIMONIAL

50 VOLUNTEERS 50

The Largest and Best Entertainment Ever Given in This City.

Tickets, 50c. Get Seats Early.

Metropolitan.

SALE OF SEATS NOW IN PROGRESS.

HOYT'S A BLACK SHEEP

First Presentation in This City

Sunday Evening, June 30th.

THE GRAND With Its Casino Courts...

ONLY THREE MORE TIMES OF . . . LED ASTRAY

Matinee Saturday Prices—10, 20, 25 and 35c.

Sunday—All the Comforts of Home.

HOW TO GET $500.

STATE HIGH SCHOOL BOARD SENDS OUT THE LAW IN A CIRCULAR.

TO HELP NORMAL TRAINING.

EVERY HIGH SCHOOL COMPLYING WITH THE LAW IS ELIGIBLE.

QUALIFICATIONS FOR PUPILS.

Special Teacher Provided for in Each Case Where Aid Is Given.

The state high school board, through W. W. Pendergast, secretary, has issued the following circular to boards of education:

Below may be found the text of the late law for the encouragement of normal instruction in state high schools. Regulations and a course of study will be issued in due time. Blank applications for the $500 aid may now be had at this office.

NO. 90—S. F. NO. 476.

An act to provide for elementary normal instruction in state high schools and to appropriate money for the same.

Be it enacted by the Legislature of the State of Minnesota:

Section 1—That for the purpose of providing elementary normal instruction in the state high schools of Minnesota, the sum of ten thousand (10,000) dollars, or such a portion thereof as may be needed shall be and is hereby annually appropriated out of any money in the treasury not otherwise appropriated, beginning with the fiscal year one thousand eight hundred and ninety-five (1895), to be paid as hereinafter provided.

Sec. 2—That whenever the board of education in any city or village in the state of Minnesota, in which there is a state high school, having a four-year course, and classes doing work in each of the four grades therein, shall provide in the senior year of their course for a review of the common school branches, geography, arithmetic, English grammar, United States history, and for instruction as to the best methods of teaching the said branches; and when the said board of education shall have notified the state high school board that the provisions of this statute shall have been complied with, it shall be the duty of the said state high school board to nave the said school examined by the state high school inspector; and, if upon said examination it shall appear that the local school board having charge of the high school so examined has fully complied with the provisions of this statute, the state high school board shall thereupon certify to the facts to the state auditor; and the state auditor shall at the end of the school year 1896, and upon the close of each succeeding school year, so long as the elementary normal instruction above described shall continue to be given in accordance with the provisions herein set forth, issue his warrant upon the state treasurer for the sum of five hundred (500.00) dollars in favor of the board of education having charge of the schools in which the above-described work is done. Provided, however, that the state high school board shall certify each and every year to the work of each high school applying for aid under this statute before the state auditor's warrant shall issue upon the state treasurer.

Sec. 3. No pupil shall be admitted to the state high school training classes provided for in the second section of this statute who has not completed and passed the examination of the state high school board in the following branches: English composition, civil government, physiology, elementary algebra, plain and solid geometry, three years' work in Latin language, or in the modern languages, or in lieu of the three years' work in Latin or the modern languages, one year's work in natural philosophy, one year's work in general history, one-half year's work in botany and one-half year's work in physical geography or chemistry.

Sec. 4. That the state auditor's warrant shall not be drawn in favor of any board of education until the end of each school year, and only upon the certificate of the state high school board mentioned in section 2 of this statute, accompanied by the certificate of the superintendent or principal of the school applying for aid under this statue to the effect that the teachers' training class in his school has numbered not less than eight pupils at any time during the current year.

Sec. 5. The board of education in any city or village in Minnesota, applying for aid under this act shall employ a special teacher to instruct the pupils in the teachers' training class, said teachers so employed shall be in addition to the number employed by the said board in its high school during the year next preceding the date of their application for aid under this act. Said special teacher shall be a regular graduate of the school of pedagogy of any other college of equal rank, or of the advanced course of a normal school.

Sec. 6. That for the purpose of this act and to carry out the provisions thereof, the president of the board of directors of the state normal schools shall be and is hereby made ex-officio a member of the state high school board.

Are You Going East?

If so, and you wish to avoid the heat, dust, noise and worriments of an all-rail route, and at the same time secure those geuine pleasures of traveling, comfort, rest, pleasant companionship, exhilarating sleep, good food, relishing appetite, and every luxury one can ask for, try the lake route from Duluth to Buffalo on one of those floating palaces of the Northern Steamship Company, "North-West" or "North-Land." They are the largest, fastest and best equipped steamers on fresh water anywhere, and the equal of the finest ocean greyhounds.—Leader, Montevideo, Minn.

On a Bridal Tour.

Baron and Baroness Schutzebar-Micheling are stopping at the Aberdeen for a few days, and will leave from here for a tour of the Yellowstone Park. The baron was married on Wednesday at Chicago to Miss Rose Marston.

Boy's Skull Broken.

Johnnie Webb, seven years old, while playing about the railroad yards, near Lafayette avenue, Wednesday evening, fell from a freight car and fractured his skull. He was taken to the city hospital, where he is resting easily, and bids fair to recover. He is the son of James Webb, a laboring man, who resides at 756 Rice street.

Where to Go.

The annual question about "where to go for a trip this summer" is easily solved by an outing on the lakes, going from Buffalo to Duluth and back on one of the Northern Steamship Company's magnificent ships, "North-West" or "North-Land." Leave Duluth Mondays and Fridays for the Soo, Mackinac, Detroit, Cleveland and Buffalo. Eastern Minnesota trains make close connections at Duluth.

DO YOU WANT TO STOP TOBACCO?

You Can Be Cured While Using It.

Graham, Texas, April 25, 1895.
Eureka Chemical & Mfg. Co., La Crosse, Wis. Dear Sir:

I take pleasure in stating that "BACO-CURO" has entirely cured me of the cigarette habit. I smoked them for over ten years, and finding them very injurious, especially to my voice, I determined to quit them. I tried your remedy with the most satisfactory results. Gained five pounds in weight during the treatment, and am perfectly satisfied with "BACO-CURO" results. I believe it will cure any case.

Yours respectfully,
P. A. Martin.

Tobacco causes cancer of the mouth and stomach; dyspepsia; loss of memory; nervous affections; congestion of the retina, and wasting of the optic nerve, resulting in impairment of vision, even to the extent of blindness, dizziness, or vertigo; tobacco asthma; nightly suffocation; dull pain in the region of the heart, followed later by sharp pains, palpitation and weakened pulse, resulting in fatal heart disease. It also causes loss of vitality.

"BACO-CURO" is a scientific and reliable vegetable remedy, guaranteed to be perfectly harmless. YOU CAN USE ALL THE TOBACCO YOU WANT WHILE TAKING "BACO-CURO." IT WILL NOTIFY YOU WHEN TO STOP. WE GIVE A WRITTEN GUARANTEE to permanently cure any case with three boxes, or refund the money, with 10 per cent interest.

"BACO-CURO" is not a substitute, but a reliable and scientific cure—which absolutely destroys the craving for tobacco without the aid of will power, and no inconvenience. It leaves the system as pure and free from nicotine as the day you took your first chew or smoke.

Sold by all druggists, with written guarantee, at $1.00 per box, three boxes, (thirty days' treatment, and GUARANTEED CURE,) $2.50, or sent direct upon receipt of price. BOOKLET AND PROOFS FREE. Eureka Chemical & Manufacturing Company, La Crosse, Wisconsin.

Mannheimer Bros.

HOUSEKEEPERS' DAY

Our Friday's Specials show no trace of the middleman or jobber's toll. The quality is way beyond the price, but Housekeepers' Day enliveners will crop out here.

Wash Goods Department.

For Friday morning at 9 o'clock, 40 pieces, over 2,000 yards, LIMOGES CREPON GINGHAMS, absolutely fast colors, a handsome assortment of styles and colorings. Regular retail price, 15 cents. For Friday morning.......... 5c Yard

ART DEPARTMENT.

Jardinieres, a large variety of sizes and colors.
Special, 45c, 65c, 8oc and $1 each.

China Hairpin or Match Receptacles, with cover, daintily decorated,
Special, 43c Each.

Bread and Milk or Oat Meal Sets, three different decorations.
Special, 59c per Set.

Bohemian Glass Vases, six inches high, decorated in gold, three shapes.
Special, 29c Each.

Fine Gilt Central Draft Banquet Lamps, improved burner. Suitable for lake cottage.
Special, $1.73 Each.

CLOAK DEPARTMENT.

4 dozen handsomely made Batiste Ladies' Wrappers; regular $2.00 quality. Choice each.......... $1.29

A large line of Chambray, Zephyr, English Cambric, Percale and Lawn Wrappers, all new and stylish; regular values $2.50 to $3.00. Choice each.......... $1.89

Numerous Fine Fancy Wrappers, various styles; materials, figured Dimities, White Lawns, Mulls, and many others; regular $6.50 and $6.00 values. Your choice....... $4.89

Friday's Silk Specials.

37c a Yard — Cheney Bros.' Printed India Silks, value 85c. 27-inch Pure White Habutai Silks, value 69c. Extra quality 21-inch Pure Silk, Colored Satin Rhadame, value $1.00. Colored Gros Grain Silks, 30 shades, extra quality, value 85 cents.

25c a Yard — Cable Cord Habutais, 30 new pieces, latest designs and colorings, value 65 cents. 24-inch White Habutai Silks, strong and firm, value 50 cents.

LINENS......

Special for Housekeepers' Day.

300 remnants of Bleached and Cream Table linen at one-third less than piece price. Pieces range from 85c to $5 each.

25 dozen best Bleached Sultana Bath Towels, regular value 50c each. Largest size at.......... 29c

Cream Bath Towels, size 20x40, our regular 25c towel, each.......... 17c

Linen Pillow Cases, size 22½x36 inches, per pair.......... 90c

(These are good value at $1.25. The linen alone could not be bought at this price.)

Our Delaware Sheet, size 2¼x2¼, made of best Delaware muslin, each.......... 38½c

One case Marseilles Pattern Bed Spreads, in the newest designs, full size, value $1.75 each, at.. $1.33

WHITE GOODS.

All our 25c and 30c quality White Dotted Swisses, per yard.......... 18c

India Linon, 40 inches wide, our 20c quality, per yard.......... 12c

Millinery Dept.

LEGHORN SALE.

Our great surplus sale of Leghorns continues for Friday and Saturday. This is the greatest sacrifice sale ever known on fine Leghorns.

LEGHORNS, formerly $1, $1.25 and $1.50. Sale price now ... 69c
LEGHORNS, formerly $1.75 and $2. Sale price now.......... 99c
LEGHORNS, formerly $2.25, $2.50 and $3. Sale price now $1.15
LEGHORNS, formerly $3.50, $4 and $5. Sale price now. ... $1.65

Pattern Department.

(Second Floor.)

Dressmaking Made Easy.

We offer French Model Bust Forms, any size bust, with any size waist measure, regular price $2.50. Special for Friday and Saturday. $1.98

60c CHALLIES FOR 19c.

Our entire stock of the finest quality All-Wool Imported French Challies, exclusive styles, prints of 1895. The 60c quality for 19c a yard.

WIDE WALE DIAGONALS, 50c YARD.

50-inch wide, navy blue and black, worth $1.25. This special price is for Friday and Saturday only. The greatest value ever offered.

Muslin Underwear Dept.

Muslin Empire Gowns, trimmed in fine embroidery $1.00
Fine Cambric Empire Gowns, elaborately trimmed in fine embroidery .. $1.25
1 lot of Lawn Gowns—can be used for wrappers...... $2.98
1 lot of Cambric Drawers, elaborately trimmed in Valenciennes Lace $1.00
Plain White and Figured Lawn Dressing Sacques..... $1.65
Sans Gene Corsets, fine Coutil, extra long waist, perfect shape.......... 59c
Ruth Summer Corsets......... 50c
Thomson's Summer Corsets.... 75c
P. D. Summer Corsets......... $1.75
Her Majesty's Corset, light weight for summer.

Furniture Department.

All our 60c, 65c and 75c Plain and Figured China Drapery Silks, for Housekeepers' Day, per yard.......... 49c

DOWN PILLOWS.

16x16.......... 42c
18x18.......... 48c
20x20.......... 69c
22x22.......... 89c
24x24.......... $1.10

Cotton Fringes 1c a yard.

DRUGGISTS' SUNDRIES.

Genuine Virgin Oil Castile Soap, white or green. Special today, 13 Cakes for 50c.

Druggists get 10 cents a cake for the same soap.

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

JOS. SCHLITZ BREWING CO.'S
Celebrated Milwaukee
EXPORT BEERS
AND MALT EXTRACT.
DEPOT, FOOT OF SIBLEY
TELEPHONE 52-07

ROYAL RUBY PORT WINE

Absolutely Pure. The Standard of Excellence.

ADULTERATED WINE is injurious, but nothing gives strength and tones up the stomach like a pure old port wine. "Royal Ruby Port," so called for its royal taste and ruby color, is, on account of its purity, age and strength, particularly adapted for invalids, convalescents and the aged. Sold only in bottles (never in bulk), while cheap wine is sold by the gallon, and gives a larger profit to the seller but less to the user. This wine is absolutely pure, and has the age, without which no wine is fit to use. Be sure you get "Royal Ruby."

PRICE PER BOTTLE—Quarts, $1, 6 for $5; Pints, 60c; 6 for $3.25.

—FOR SALE BY—

KENNEDY & CHITTENDEN, Third St., Cor. Wabasha

THE GLOBE WANTS
SUPPLY
THE PEOPLE'S WANTS