SEEK A NEW TRIAL

THE STATE AGRICULTURAL SOCIETY NOT SATISFIED TO PAY MAMIE LANE

THE VERDICT SHE SECURED

ON THE EVIDENCE SUBMITTED—COURT WILL BE ASKED TO CHANGE

THE FINDINGS OF THE LAST JURY.

Important Ruling Touching the Matter of Protecting Electric Wires on Buildings.

Judge Ira B. Mills, as attorney for the Minnesota Agricultural society, will, some time in a few days, make a motion before Judge Brill in the district court for a new trial in the case of Mamie Lane against the society, in which the lady was given a verdict for $3,000.

Judge Mills will also ask that a judgment be ordered for the defendant society notwithstanding the verdict rendered, basing the application on his belief that during the trial there was no adequate proof of negligence shown on the part of the defendant. This action will be taken as soon as the court reporter furnishes a copy of the record, so that the specific points may be incorporated in the application for a new trial. This application must be made within thirty days of the date of the trial, but will in all probability be made within a short time.

The outcome of the second trial was a great surprise to the members of the society. They thought they had strengthened their case materially in the second trial, and if they got a disagreement the first time, they confidently expected a verdict the second. The first trial brought to light a number of witnesses who had seen the accident, but did not know there was a suit over it until it was over. P. B. Winston, for instance, watched it with a powerful field glass, and he was among the new witnesses who testified for the defense the second time. But despite the additional testimony came the verdict against the society. If the society had to pay the judgment at this time it would materially interfere with the plans that have been made. It is intended to expend several thousand dollars in improvements this year, and if the society had to give up $3,000, it would be unable to make the needed improvements.

REMINDER OF WHEELER.

Judge Kerr Hears the Nelson-Rousoupoulos Case.

An echo of the sensation caused by the sudden disappearance of Joseph V. Wheeler several months ago, and the criminal transactions it was soon afterwards discovered he had engaged in previous to his flight, was heard in Judge Kerr's court yesterday afternoon in the trial of the suit of Hokan Nelson against D. P. Rousoppoulos. This action was brought to quiet title to Nelson's homestead, or in other words, to have declared void the deed that Wheeler represented to Rousoppoulos Nelson had given him. It appears that two deeds had been made out, Wheeler representing to Nelson that there was a flaw in the first one. The principal contention is that title did not pass to Wheeler, inasmuch as the deed was not given for the purpose of passing title, but on the understanding that Wheeler wanted it to negotiate a sale, and would not give it up until the money was paid to Nelson. Nelson had not yet even acknowledged it, but Wheeler, having access to a notarial seal, did that for him. Wheeler borrowed $1,000 from Rousoppoulos, giving a mortgage on the property, and the present action seeks to have the deed set aside, and the mortgage annulled. The hearing was concluded yesterday, but some briefs are to be submitted to Judge Kerr in a few days, and he will then, after due deliberation, decide the questions raised.

TIPPER IS DIVORCED.

Decision in the Case Is Decidedly Unique.

George Tipper, the blacksmith, gets his decree of divorce from Judge Otis, and Lucinda Tipper, the defendant, will find nothing in the decision to give her consolation, further than the privilege of bringing suit to recover from Mr. Tipper for any contributions she may have made to his property accumulations during the time she occupied the proud position of wife in his household. In fact, the decision filed in the case yesterday gives Mrs. Tipper, this among other complaints:

The court finds that Tipper is an industrious, hard-working blacksmith, sober, honest, of good moral character and repute, devoting his time to his work and supporting his family. He is, in the main, of an amiable, kindly disposition and reasonably patient, but not without temper, which, when aroused, not infrequently gets the better of his judgment.

Mrs. Tipper is a hard-working woman, a good housekeeper, and has been faithful to her household duties and attentive to the children. She has a strong will, a high temper, a jealous disposition and an active, vicious and uncontrollable tongue, and is ever ready to assert what she conceives to be her rights with bitter speech and coarse and obscene language, and in general is of the Amazonian type of womankind.

Judge Otis then goes on to say that, by reason of her jealous disposition, Mrs. Tipper, shortly after her marriage, created trouble between herself and her husband, and things kept going from bad to worse until personal violence became a common thing with them. He finds that Tipper slapped his wife in the face with the flat side of a huge knife, but he was in a great passion at the time, and the provocation was great. The court says, however, that when Mrs. Tipper made use of personal violence, it was usually in resistence of the efforts of the plaintiff to suppress the defendant's power of speech. It also says that Mrs. Tipper has been unhappy most of her life, but for this she is responsible herself. Both seem to be devoted to Mr. Tipper's children by his first wife.

Awarded
Highest Honors—World's Fair,
DR.
PRICE'S
CREAM
BAKING
POWDER
MOST PERFECT MADE.
A pure Grape Cream of Tartar Powder. Free from Ammonia, Alum or any other adulterant.
40 YEARS THE STANDARD.

POLICE COURT MELANGE.

Petty Offenders Receive the Usual Trivial Sentences.

The case of Eric Olson, the justice accused of extortion, was heard before Judge Orr in the municipal court yesterday. Attorney F. W. Zolman appeared for the defendant. Michael Imhoff, the complainant, claimed Olson had charged him $2 for the issuance of a warrant, for which service, it was alleged, the law prescribed a fee of 50 cents. Olson claimed that no extortion had been practiced, but that the $2 had been deposited as security for costs. Judge Orr dismissed the case.

George Hodgins, for stealing two pairs of ice tongs from the People's Ice company, was sentenced to the workhouse for ninety days.

George Fergurson, the man who assaulted Charles E. Clark, Wednesday afternoon, and who afterwards attacked officer McEllstrom, was fined $10.

Olaf Lindquist accused Gust Anderson, an employe of the Capital City Dairy company, of assault and battery. Anderson did not deny the charge, but claimed in extenuation that Lindquist had appropriated one of his milk cans. The case will be finally heard March 21.

S. J. McDonald, a collector, was arraigned on complaint of Joseph Schrupfer, who charged McDonald with the larceny of $5. The case was continued until March 21.

Joseph Walsh was acquitted of the charge of assault and battery preferred against him by J. F. Starkie. Walsh, who lives on Fuller street, near Western avenue, claimed Starkie refused to leave his yard when ordered out, and that he had then forced him to leave his property.

Mary Smith, a young woman living on the West side, was charged with visiting wine rooms. The girl was arrested in a saloon at the corner of Robert and Isabel streets, by Officer Hurley, early yesterday morning. Judge Orr imposed a fine of $10.

Charles Boxer, charged with the larceny of $5.25 from the Standard Watch company, was discharged upon the payment of a $2 fine.

Rosa Sinbach, the young woman who has claimed the attention of the police on several occasions through attempted or contemplated suicide, was before Judge Orr yesterday charged with attempted suicide. Pending an endeavor to place her in the hands of some good institution or society, Judge Orr continued the case.

MEEKS DENIES THE PROMISE.

Never Said He Would Marry the Plaintiff.

"How often did you see Meeks mend his own clothes?" asked Attorney McCafferty of Job Mason, a witness in the Meeks trial yesterday. Mason had just testified that Mrs. Meeks was not a very good housekeeper, and he had seen Meeks doing his own sewing.

"I couldn't tell. I saw him sewing on buttons," was the reply.

"Oh, that's it. Well, why shouldn't he sew on buttons? Didn't you ever sew on buttons?"

"No, sir; I never did."

"You are married then?"

"Yes;" replied the witness, with a smile of conjugal satisfaction.

"How long have you been married?"

"About ten months."

"Oh, yes, I see. Why, of course you don't," drawled the attorney, and a general laugh followed at the expense of the witness.

Meeks was on the stand most of the day. He denied that he had ever promised to marry the woman, or that he had ever purchased a wedding ring for her. Neither had he ever purchased a watch for her. The watch she wore she had purchased herself, paying $3.50 for it. He said she was a poor housekeeper, and never got up early to get his breakfast. When they kept a hired girl, the latter got his breakfast, and when they had none, he got it himself, while the plaintiff remained in bed. He often swept the floor and sometimes washed the breakfast dishes and then got his own supper on coming home late at night. He said the plaintiff's name was not Meeks, but Brand, though she had represented to him that her name was Meeks when he met her in Winona. After he married his present young wife, and his former old sweetheart was about to depart, he let her take half the furniture. There was a mortgage for $35 on the furniture, and he has been paying it as fast as possible, but has not succeeded in having the whole debt cancelled yet. Still Mrs. Meeks sues for $14,200.

VAN SYLKE BODY LEGAL.

Firing of Police by It Upheld in Court.

Judge Otis yesterday filed his decision in the cases of the four ex-policemen, John Lindon, Edward Lee, Charles J. Palmer and Andrew S. Hervin, to recover salary for services they did not render after they were discharged by the mayor with the concurrence of the "rump" assembly, in July, 1894. Their claims were based on the contention that the "rump" or Van Slyke assembly, being declared by the supreme court later on to be an unlawfully constituted body, could not lawfully discharge the plaintiffs. But Judge Otis holds that the "rump" assembly was a de facto, though not a de jure body, and that its action in the matter was legal. He therefore refuses to allow them anything from the time they were discharged, but grants judgment for the amounts earned previous to this. Lindon gets judgment for $30, Lee for $32.50, Palmer for $25, and Hervin for $32.50. This is the first time a decision has been rendered on a question involving the validity of the acts of the Van Slyke assembly.

DID NOT PROSECUTE.

County Attorney Butler Relaxes in Walther's Case.

In the case of Ernest Walther, indicted for keeping a disorderly house, a nolle prosequi was entered yesterday on motion of the county attorney. Mr. Butler told the court he did not have sufficient evidence to warrant him in pushing the case to trial. The indictment charged that liquor had been furnished to those resorting about the place, but no evidence could be produced to substantiate this allegation. Walther is proprietor of the Richelieu house on Robert street.

Fetsch's "Paul Morphy" Cigars.

Eighteen years standard, union label, home made. Try them.

JAMES FLANAGAN'S HACK.

Street Railway May Have to Pay Well for It.

In Judge Brill's court, the suit of James Flannagan to recover $1,200 from the St. Paul City Railway company for damages sustained by being run into by a car, is on trial. The case was tried a short time ago, but the jury failed to agree. Flannagan was driving along West Seventh street, west of Seven Corners. He saw a car approaching him, and, not having room to drive between it and a hayrack that was standing on the same side of the street, he started to drive across the tracks. Just then a westbound car came along and impeded his progress, so that the east-bound car ran into his hack.

Miss Wadleigh's Damage Suit.

The case of Mrs. Lizzie B. Wadleigh against Helen M. Hayes has been transferred from Hennepin to Ramsey county. The complaint was filed yesterday. Mrs. Wadleigh seeks to recover from Miss Hayes $10,000 damages for the alienation of her husband's affections, $2,000 for the diamonds, otter coat, gold watch and other jewelry and cash Mr. Wadleigh is alleged to have presented to the defendant, and $575 Mrs. Wadleigh says she had to contribute to provide her family with the necessaries of life during the time Mr. Wadleigh was providing these things for Miss Hayes with the money that should have been expended on his family.

NOT TO BLAME.

Gas Company's Wires All Right Under Present Ordinances.

Judge Kelly yesterday granted the motion of the defendant, and directed a verdict for the St. Paul Gas Light company, in the suit of Theodore Kinnen to recover $5,000 damages for the death of his fifteen-year-old son, Joseph, by coming in contact with the electric light wires on top of the Union block last spring. After reviewing the facts in the case, and the testimony of the other boy, who was with Kinnen at the time, to the effect that he had told him not to meddle with the boxes into which the wires passed, Judge Kelly says, in his ruling upon the motion:

The deceased was on the roof for his own amusement. If we concede the company owed to every one whom it could reasonably anticipate would be on this roof the duty of so guarding its wires as to render them reasonably safe, ought it reasonably to have anticipated that this roof would ever become a playground or recreation place for any one? I am inclined to think not.

There has been proof tending to show that no duty ever called any tenant or the employe of any tenant upon that roof, and while, perhaps, this defendant company must be held to have had notice of the ordinary uses to which roofs like this are devoted in this climate, it ought not to be held to notice of extraordinary, unusual and unexpected uses to which it might be put, unless, perhaps, in case the roof should be used in the event of fire, for escape therefrom.

Speaking from a humane standpoint, in my private judgment, persons making use of electricity should use the highest degree of care to safely guard it, so that injury could come to none, not even to meddlers. But that is not the law. The nearest approach to it is in a recent case, Haynes vs. Raleigh Gas Company, 114, N. C. (41, Am. St. Reps., 786), where it was held that an electric company stretching its wires over the public street should use extraordinary care to make them practically harmless. But that was a case where the party injured was in the exercise of his legitimate right to use the public street, and was injured by taking hold of a wire that he found lying upon said street.

There is another case, Clemens vs. Louisiana Electric Light Company, 44 La. Ann., 692, reported also in 32 Am. St. Reps., 348, which was the case of an employe injured by reason of the failure of the company to properly insulate its wires. But in that case an ordinance of the city requires such insulation. There is not, as I am advised, any ordinance of this city regulating these matters, and I deem it a public duty to call the attention of the common council to the propriety of reasonably regulating by law the use of electric wires stretched over private property or over the public streets and public places, to the end that human life may be, as far as possible, safe-guarded.

But even if we concede that the proofs here make out a case for the jury as to whether or not the defendant was negligent towards the deceased in the manner in which its wires were placed on this roof, the question still remains, can the plaintiff recover under the proofs in this case?

The deceased was a boy of ordinary capacity and brightness and nearly sixteen years of age. It is a matter of common knowledge that electricity is a deadly agency. All people, young and old, know this. It appears in the testimony that this boy was of an inquisitive nature and that he was not disposed to be advised by others than his father. He undoubtedly understood that he had no business meddling with this box and with these wires. I am satisfied, under the evidence, that a verdict against this defendant could never be allowed to stand, however sad and deplorable the death of this young man.

The motion to instruct the jury is granted.

MURPHY GETS NO STAY.

Chief Justice Start Denies His Application.

Edward L. Murphy's application to the supreme court for a stay of sentence was denied yesterday by Chief Justice Start. With the decision, the chief justice submitted the following memorandum:

In cases of misdemeanor, where the trial court has refused a stay pending an appeal to this court, a justice of this court ought not to interfere with the execution of the sentence, unless an inspection of the record discloses probable error. I have examined the record in this case, and am of the opinion that the case falls within the rule, and that the application for a stay must be denied.

The charge of misconduct of the jury and officers is fully met and answered by the counter affidavits.

The omission to swear the officer in charge of the jury did not affect the jurisdiction of the court. It was an irregularity which the defendant waived by not objecting at the time.

Whatever may be the rule in the case of a felony, the defendant in cases of a mere misdemeanor may waive irregularities, as in civil cases. The case of Robert vs. Brooks, 23 Minn., 138, is decisive of the one at bar, as to the omission to swear the officer.

DISTRICT COURT.

Summary of Complaints and Decisions Filed and Cases on Trial.

New Cases—

64,844—In matter of guardianship of Abbie Thompson; change of venue from Dakota county on appeal of William Thompson.

64,846—Lizzie B. Wadleigh vs. Helen M. Hayes; action to recover $10,000 damages for the alienation of the affections of plaintiff's husband.

65,388—Johanna Stevens vs. Swen M. Stevens, action for divorce.

65,389—Charles E. Thurston vs. Belle C. Ware et al.; action to foreclose a mortgage for $500.

65,390—Anthony Yoerg Jr. vs. Thomas J. Kirkpatrick et al.; action to quiet title.

Orders and Decisions—

64,061—Andrew S. Hervin vs. City of St. Paul; judgment for plaintiff for $32.50. Otis, J.

64,065—Charles J. Palmer vs. City of St. Paul; judgment for plaintiff for $25. Otis, J.

64,063—Edward Lee vs. City of St. Paul; judgment for plaintiff for $32.50. Otis, J.

64,062—John Lindon vs. City of St. Paul; judgment for plaintiff for $30. Otis, J.

60,074—Lake Phalen Land and Improvement Company vs. Rose Lindeke et al.; judgment for plaintiff for $3,675, with interest. Otis, J.

64,265—William R. Murray vs. Ada B. Chamberlin et al.; order dismissing motion of defendants for modification of judgment. Otis, J.

64,266—Sarah E. Murray vs. same; same order. Otis, J.

63,771—Gottfried Heimbach vs. Martin and John Bruggemann; judgment for defendants. Otis, J.

60,924—Sturtevant-Larrabee Company vs. The Mast, Buford & Burwell Company; order denying motion of Waterloo Wagon company for leave to interpose amended complaint in intervention. Willis, J.

63,815—George H. Tipper vs. Lucinda Tipper; judgment for plaintiff. Otis, J.

Before the Judges—

64,737—Eliza Poucher vs. St. Paul City Railway Company; dismissed. Kelly, J.

42,858—Harriett McCauley vs. Dennis Ryan; submitted. Brill, J.

60,086—Ernest Dammann vs. L. L. May; continued.

64,128—James Flannagan vs. St. Paul City Railway Company; action to recover $1,200 damages for personal injuries; on trial. Brill, J.

64,569—Martha Spencer vs. Herchmer Johnston; jury disagreed. Brill, J.

64,815—Theodore Kinnen vs. St. Paul Gas Light Co.; verdict for defendant by order of court. Kelly, J.

64,116—Annie L. Meeks vs. George W. Meeks; jury out. Egan, J.

Hokan Nelson vs. D. P. Roussoppoulos et al.; action to have set aside a deed, on the ground of forgery and misrepresentation; submitted. Kerr, J.

Nos. 80 and 108 on the court calender were continued yesterday, and 89 was stricken.

Cases Set for Today—

Jury Calender—Nos. 100, 89, 110, 128, 130.

Court Calender—Nos. 72, 76, 87.

Notes of the Courts.

In the suit of Martha Spencer against Herchmer Johnston the jury failed to agree, and were discharged by Judge Brill yesterday. The plaintiff wants $3,000 damages for personal assault. She alleges that she was employed as housekeeper in the Lovering flats, on Selby avenue, and Johnston, as attorney for the receiver, used personal violence in attempting to get her out.

J. M. Hawthorne said yesterday that he would file a reply today to the answer made by McNeil V. Seymour to the order of Judge Willis directing him to file charges against Mr. Hawthorne or a retraction of his accusation against that honorable member of the bar. The prevailing opinion among attorneys is that Mr. Seymour has the long end of the stick in the matter.

Judge Kelly yesterday dismissed the suit of Eliza Poucher against the city railway company. It appears that the plaintiff made a settlement with the company shortly after the accident in which she received the injuries that she wants damages for, and the court holds that this forecloses her right of action.

Deputy Clerk Helm, of the supreme court, is in Luverne.

Stuart's Dyspepsia Tablets cure dyspepsia, bloating, sour stomach, nervous dyspepsia, constipation, and every form of stomach trouble, safely and permanently, except cancer of the stomach. Sold by druggists at 50 cents, full sized package.

HE FOLLOWS FUREY

MAJ. JOHN SIMPSON, NEW QUARTERMASTER AT SNELLING, HAS ARRIVED.

COMES FROM PHILADELPHIA,

WHERE HIS PREDECESSOR, MAJ. FUREY, HAS ALREADY TAKEN HIS PLACE.

COL. PATTERSON IS WITH HIM.

New Colonel of the Twenty-second Visits Old Friends En Route to His Command.

Maj. John Simpson, of the quartermaster's department, U. S. A., and Col. John Patterson of the Twenty-second infantry, arrived yesterday at the Ryan. Col. Patterson was made major of the Third infantry in 1891, and was stationed for several years at Fort Snelling. He has a wide acquaintance in this city. He has been East on a brief journey, and is now returning to the regiment to which he was assigned when he received his colonelcy some months ago. His command is stationed at Fort Harrison, the new post near Helena, Mont.

Maj. John Simpson will be attached hereafter to the staff of Gen. Brooke, as quartermaster of the department of Dakoa, in the place of Maj. John V. Furey. Maj. Furey had been a resident of St. Paul for a number of years. He was recently ordered to exchange stations with Maj. Simpson, who has been quartermaster at Philadelphia. Maj. Furey left for his new station some time ago. Maj. Simpson will reside for the present at the Hotel Ryan, where he will be joined shortly by Mrs. Simpson and their daughter.

DRASTIC AND EFFECTIVE.

Child Labor Law Is Being Vigorously Enforced.

The report of Factory Inspector Mayo on the child labor situation in Minneapolis was made public yesterday.

The inspector visited 156 factories in Minneapolis, in 61 of which no violations of the law were found. In the others 430 were found, either under sixteen or seemingly so. Of these 369 were boys, 111 girls. On investigation, 226 were found to be over sixteen. Of the others 32 were found to be under fourteen years of age, and were ordered dismissed. All others were ordered to secure certificates showing attendance required by the compulsory education act, or excuses for non-compliance, showing the need of the child's labor for its support or the support of its parents. Of the 64 who left the factories, or were dismissed for this reason, the greater share doubtless attended school, although there is no definite information available showing exactly how many of them did. The greater share of the 32 under fourteen dismissed upon order of the inspector, also attended school, although a few of them, having previously attended school for twelve weeks in the preceding year, were able to secure positions in stores, and appear in the report of that branch of inspection. Of this 158 left in the factories between fourteen and sixteen years of age, 99 are working upon certificates showing school attendance of twelve weeks at some day school. There are 58 working with certificates showing the same length of attendance upon night schools, and 23 received excuses, on condition that they attend night schools.

The inspector also visited twenty-one public telegraph and district messenger offices, fifty-one stores where child labor was found employed and fourteen stores in which no such labor was found. In these various places 313 children were found. Of that number 107 were found to have been over sixteen years of age. Of the 206 under sixteen years of age, thirty-nine left or were dismissed. Eleven were known to have returned to school, and probably the other twenty-eight did, although of that no positive knowledge is available. There were left 167 children in the service of the employer under the age of sixteen years.

The enforcement of this is bringing many children who worked in various places to attend school, when otherwise they would not. It brings many into school who otherwise would be truants, as they know that without school attendance they cannot secure work, especially if absence from school is not caused by work. As a secondary result the age of children employed, especially in factories and messenger service, has been materially raised.

One significant fact in this connection should be mentioned. The child labor law of Minnesota has thus far called for but one case of prosecution. And yet the law of Minnesota is the most stringent and exacting upon the statute book of any state of our Union, or of any land on the globe, with the exception of Switzerland. Of the 466 children under sixteen found in Minneapolis and coming within the provisions of the act, only 21 would be affected by the law of Great Britain; 46 by the laws of Massachusetts, and 32 by those of New York, and about the same number under the laws of Illinois. In the latter state much friction was developed in the enforcement of the child labor law of 1893, and one gentleman in Minneapolis, employed in the dry goods business, who has recently come from Chicago, declared that a child labor law could not be enforced. Whatever may be true of Chicago, the law in Minneapolis is practically fully in force, and that without any appreciable friction. The great body of employers have accepted the provisions heartily and fully. In stores children under fourteen do not work nights, and there is a decided tendency in factories and telegraph companies to raise the minimum age of child labor to sixteen. This would bring Minnesota in line with Switzerland, and two years in advance of Massachusetts and New York.

Maple Leaf Route Much the Quickest

The Chicago Great Western Railway (Maple Leaf Route) makes by far the quickest time to and from Kansas City and points between. Elegantly equipped evening train leaves at 7:30 daily. You going?

Heimbach Mortgage Case.

In the suit of Gottfried Heimbach against Martin and John Bruggemann Judge Otis yesterday filed a decision giving judgment in favor of the defendants. Heimbach sued to have set aside a mortgage sale on the ground that Martin Bruggemann had agreed to pay the $500 mortgage that was foreclosed, in part in consideration of another mortgage for $4,000 that Heimbach gave him, but instead of paying the small mortgage, it had been allowed to be foreclosed, and the property was bought in by John Bruggemann. Heimbach claimed the $4,000 mortgage had been given under duress, and asked to have that set aside also. Judge Otis finds that Bruggemann made no promise to pay the $500 mortgage, and that the $4,000 mortgage was given for a consideration.

Strangers in the City

Will find a complete stock of fresh Havana cigars at Fetsch's.

DIED.

NOBLE—In St. Paul, at family residence, No. 433 Superior street, Thursday, March 19, at 5 p. m., Marie Adell, aged two years and eight months, only child of Fred M. and Marie Noble. Funeral private.

TOWLERTON—In St. Paul, Minn., March 19, 1896, at family residence, No. 135 East Thirteenth street, Thomas Towlerton, aged seventy-five years. Funeral from Church of the Good Shepherd, Saturday, 21st inst., at 2 o'clock p. m.

FOR FUNERALS—Carriages $2 and hearses $3. Seven Corners Livery. Telephone No. 339.

MARRIAGES, BIRTHS, DEATHS.

MARRIAGE LICENSES.

W. D. Deckert .... Marie A. Elwell
Andrew Hattenburg ...... Margaret Langseth
Peter Murphy .... Jessie Eby
John J. Sanford .... Mrs. Hattie Blazer
William H. Poorman .... Lulu Byrd

BIRTHS.

Mr. and Mrs. Frank B. Platt .... Boy
Mr. and Mrs. Archie F. Thompson ...... Girl
Mr. and Mrs. John Donovan .... Girl
Mr. and Mrs. Ludwig Keller .... Boy
Mr. and Mrs. William B. Davis .... Boy
Mr. and Mrs. Meylert Bruner .... Girl
Mr. and Mrs. Charles T. Cardigan ...... Girl
Mr. and Mrs. Maurice Samilson .... Boy
Mr. and Mrs. Axel A. Dohlan .... Girl
Mr. and Mrs. Louis Paper .... Boy

DEATHS.

John Brueshaler, 86 S. Wabasha Street.. 40 yrs

AMUSEMENTS.

METROPOLITAN
L. N. SCOTT, Manager.
TONIGHT, THE LOVE CHASE.
Matinee Saturday. "CAMILLE." Prices, 25c and 50c.
Marie Wainwright
and an exceptionally strong company of players, including Mr. Nathaniel Hartwig, Mr. Barton Hill and Miss Hattie Russell.
Tomorrow Night—"DAUGHTERS OF EVE."
Prices—25c, 50c, 75c and $1.00.

EXTRA.
Next Week, Commencing Sunday Night, the Greatest of Modern Magicians,
KELLAR!
THE MYSTERY OF THE
BLUE ROOM
The Creation of Men and Women from Space.
Matinees Wednesday and Saturday.
25 and 50 cents.
Sale of Seats Now Open.

THE GRAND.
Only 3 More Chances To Laugh
The 20th CENTURY GIRL.......
FULLER KELLY WILLIAMS CAMERON AND BIG CAST.
MATINEE TOMORROW.
Sunday—Corinne in Hendrick Hudson.

PROF. MOULTON.
FIRST BAPTIST CHURCH, MARCH 20th, 4 P. M.
THE BOOK OF JOB.
Park Congregational Church, March 20, 8 P. M.
"MACBETH."
Reserved Seats at Dyer's and St. Paul Book Store. 25 Cents.

GLOBE—3-20-'96.

Mannheimer Bros.
Sixth and Robert Streets, St. Paul.

Housekeepers' Day.

As usual, Friday specials sprout upon every side. There is sterling value in every article. The price must surely please.

Drapery and Furniture Department. Fourth Floor.

Special Sale of China Silks, Silkaline and Down Pillows for Friday and Saturday.

Prices lower than ever. If price and value are appreciated, this entire lot, consisting of thousands of yards, will be sold before Saturday night.
16-inch Down Pillows for 48c.
18-inch Down Pillows sor 63c.
20-inch Down Pillows for 79c.
22-inch Down Pillows for 98c.
24-inch Down Pillows for $1.29.

China Silk, the kind that is usually sold at 85c a yard, for........ 49c

China Silk, the regular $1.00 a yard kind, for........ 69c

A few plain Silks that cost 40c a yard, to close quick at........ 25c

2,000 yards of best quality 36-inch plain Silkaline, per yard........ 8½c

3,000 yards of best quality 30-inch figured Silkaline, per yard........ 9c

6,000 yards of best quality 36-inch figured Silkaline, per yard........ 10½c

Another big lot of those handsome real Bagdads, in good colors and excellent quality, each........ $3.25

Re-Upholstering of all kinds at moderate prices. Headquarters for WINDOW SHADES.

Glove Department.

We offer for Friday and Saturday a French 4-button Pique Glove for....... $1.00

This Glove is made expressly for Mannheimers', and is without doubt the best one-dollar Glove in the market.

Art Department. Third Floor.

China Tete-a-Tete Sets, sugar, cream and teapot, in blue and white floral treatment. Special, per set........ $1.50

Rose Jars or Tea Caddies, daintily decorated. Special, each........ 50c

A. D. Cups and Saucers; various designs. Special, each........ 40c

Metal Ash or Pin Trays, raised figure work. Special, each........ 19c

Bohemian Glass Vases; all $2.00 styles at, special, each........ $1.19

Solid Brass Banquet Lamps, open work, head and based, separable fount, 1896 improved Central Draft Burner. Special, complete........ $2.98

39c DRESS GOODS FOR 19c.

Two great specials in the Dress Goods Department for Friday and Saturday.

75 pieces of All Pure Wool Tweed Suitings, in small checks, stripes and mixtures, good value at 39c a yard. Our Special Price........ 19c

25 pieces Mohair Jacquards, high luster, in all the leading shades, red and black, green and red, delft and wine, blue and black, olive and red, wine and black. Actual value 75c a yard. Our Special Price........ 39c

DRUGGISTS' SUNDRIES.

Dr. Raub's Medicated Cutaneous Soap, antiseptic, the finest soap for the complexion, toilet, bath and nursery. It contains all the medicated qualities of any 25c soap. Special for Friday and Saturday, per box of three cakes........ 25c

This is our second shipment of this excellent toilet soap.

25c Half-Hose, 11 Cents a Pair

Double soles, toes and high-spliced heels, Hermsdorf dye, black and tans.

Mortgage Foreclosure Sale.

NOTICE IS HEREBY GIVEN THAT ODEN T. Wick, unmarried, mortgagor, did execute and deliver to Edgar C. Long and Mary E. Sherwood, mortgagees, his mortgage deed dated the 16th day of December, A. D. 1889, and duly recorded at St. Paul, Minnesota, in the office of the Register of Deeds for Ramsey County, Minnesota, at 12:40 o'clock p. m. on the 27th day of December, 1889, in Book 199 of Mortgages, page 265. That all the interest in said mortgage belonging to the said Mary E. Sherwood was duly assigned by said Mary E. Sherwood to said Edgar C. Long by written assignment, dated the 2d day of April, 1890, wherein she assigned, transferred, delivered and set over to said Edgar C. Long all her right, title and interest in and to said mortgage, which assignment was duly recorded in said Register of Deeds' office in Book 29 of Assignments, page 254.

That on the 9th day of November, 1895, the said Edgar C. Long by written assignment sold, assigned, transferred, delivered and set over to The First National Bank of Detroit, Minnesota, all his right, title, interest, claim and lien in and to said mortgage, which assignment was duly recorded in said Register of Deeds' office on the 30th day of November, 1895, at 2 o'clock p. m., in Book 51 of Assignments, on page 10; and that default has been made in the conditions of said mortgage by nonpayment of the amount due thereon on the 16th day of December, 1892, and has continued for more than three years, and until the present time; and the amount now due and claimed to be due upon said mortgage is the sum of one thousand two hundred dollars ($1,200) as principal and five hundred and eighty-nine and 66-100 dollars ($589.66) as interest, making the total sum due on the account of said mortgage the sum of one thousand seven hundred eighty-nine and 66-100 dollars ($1,789.66), and said The First National Bank of Detroit, Minnesota, is now the owner and holder of said mortgage and the debt secured thereby, and no action or proceeding at law or otherwise has been instituted to recover said debt or any part thereof.

Now, therefore, Notice is hereby given that by virtue of the power of sale contained in said mortgage and pursuant to the statute in such case made and provided, the said mortgage will be foreclosed by sale of the premises described in and covered thereby, lying and being in the County of Ramsey and State of Minnesota, and known and described as follows, to-wit: Lots numbered four (4), five (5), six (6), twenty-five (25), twenty-six (26), twenty-seven (27), of Block numbered one (1), of Long and Sherwood's subdivision of Block numbered two (2), of Dawson's acre lots addition to St. Paul, according to the recorded plat thereof on file in the office of the Register of Deeds within and for said Ramsey County, with the hereditaments and appurtenances thereunto belonging, which sale will be made by the Sheriff of said Ramsey County, at the Cedar street main entrance of the Court House in the City of St. Paul, in said county, on Tuesday, the 24th day of March, 1896, at ten o'clock in the forenoon, at public vendue, to the highest bidder for cash, to satisfy the amount due on said mortgage, and fifty dollars ($50.00) attorney's fees, stipulated for in said mortgage, and the costs and charges of notice and sale.

Dated St. Paul, Minn., Feb. 6, A. D. 1896.

THE FIRST NATIONAL BANK OF DETROIT, MINN.,
Assignee of Mortgagee.

Daniel Murphy,
Attorney for Assignee of Mortgagee, Bank of Minnesota Building, St. Paul, Minn.

Mortgage Foreclosure Sale.

NOTICE IS HEREBY GIVEN THAT ODEN T. Wick, unmarried, mortgagor, did execute and deliver to Edgar C. Long and Mary E. Sherwood, mortgagees, his mortgage deed dated the 16th day of December, A. D. 1889, and duly recorded at St. Paul, Minnesota, in the office of the Register of Deeds for Ramsey County, Minnesota, at 12:40 o'clock p. m. on the 27th day of December, 1889, in Book 199 of Mortgages, page 268. That all the interest in said mortgage belonging to the said Mary E. Sherwood was duly assigned by said Mary E. Sherwood to said Edgar C. Long by written assignment dated the 2nd day of April, 1890, wherein she assigned, transferred, delivered and set over to said Edgar C. Long all her right, title and interest in and to said mortgage, which assignment was duly recorded in said Register of Deeds' office in Book 29 of Assignments, page 254.

That on the 9th day of November, 1895, the said Edgar C. Long by written assignment sold, assigned, transferred, delivered and set over to The First National Bank of Detroit, Minnesota, all his right, title, interest, claim and lien in and to said mortgage, which assignment was duly recorded in said Register of Deeds' office on the 30th day of November, 1895, at 2 o'clock p. m., in Book 51 of Assignments, on page 10; and that default has been made in the conditions of said mortgage by nonpayment of the amount due thereon on the 16th day of December, 1892, and has continued for more than three yerrs, and until the present time; and the amount now due and claimed to be due upon said mortgage is the sum of two thousand four hundred dollars ($2,400) as principal, and one thousand one hundred seventy-nine and 32-100 dollars ($1,179.32) as interest, making the total sum due on the account of said mortgage the sum of three thousand five hundred and seventy-nine and 32-100 dollars ($3,579.32), and said The First National Bank of Detroit, Minnesota, is now the owner and holder of said mortgage and the debt secured thereby, and no action or proceeding at law or otherwise has been instituted to recover said debt or any part thereof.

Now, therefore, Notice is hereby given that by virtue of the power of sale contained in said mortgage and pursuant to the statute in such case made and provided, the said mortgage will be foreclosed by sale of the premises described in and covered thereby, lying and being in the County of Ramsey and State of Minnesota, and known and described as follows, to-wit: Lots numbered ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), and twenty-one (21), of block numbered one (1), of Long and Sherwood's Subdivision of Block numbered two (2) of Dawson's acre lots addition to St. Paul, according to the recorded plat thereof on file in the office of the Register of Deeds within and for said Ramsey County; with the hereditaments and appurtenances thereunto belonging; which sale will be made by the Sheriff of said Ramsey County, at the Cedar street main entrance of the Court House, in the City of St. Paul, in said County, on Tuesday, the 24th day of March, 1896, at ten o'clock in the forenoon, at public vendue, to the highest bidder for cash, to satisfy the amount due on said mortgage, and fifty dollars ($50.00) attorney's fees, stipulated for in said mortgage, and the costs and charges of notice and sale.

Dated St. Paul, Minn., Feb. 6th, 1896.

THE FIRST NATIONAL BANK OF DETROIT, MINN.,
Assignee of Mortgagee.

Daniel Murphy,
Attorney for Assignee of Mortgagee, Bank of Minnesota Building, St. Paul, Minn.

STATE OF MINNESOTA, COUNTY OF RAMSEY—District Court, Second Judicial District.

In the matter of the assignment of the P. H. Kelly Mercantile Company, for the benefit of creditors.

Notice is hereby given that the P. H. Kelly Mercantile Company, a mercantile corporation created and existing under the laws of said State, and having its principal office and place of business in the City of Saint Paul, in said County and State, has by deed in writing, dated March 16th, 1896, made a general assignment to the undersigned, of all its property, for the benefit of all its creditors, without preferences.

All claims must be verified and presented to the undersigned for allowance at office and counting room heretofore occupied by said P. H. Kelly Mercantile Company, Nos. 202-212 East Third Street, at the corner of Sibley and Third Streets, in the City of Saint Paul, in said Ramsey County.

WALTER B. JORDAN, Assignee.

The Oldest and Best Appointed Studio in the Northwest.
SEE C. A. Zimmerman SEE
"THE NEW PHOTO"
At 99 and 101 East Sixth Street.
EXQUISITE PHOTOGRAPHY
...Crayons, Oils and Pastels...
Outdoor and commercial work a specialty. Mr. Zimmerman's Personal Attention. Appointments. Telephone 1071.

Mortgage Foreclosure Sale.

NOTICE IS HEREBY GIVEN THAT ODEN T. Wick, unmarried, mortgagor, did execute and deliver to Edgar C. Long and Mary E. Sherwood, mortgagees, his mortgage deed dated the 16th day of December, A. D. 1889, and duly recorded at St. Paul, Minnesota, in the office of the Register of Deeds for Ramsey County, Minnesota, at 12:40 o'clock p. m. on the 27th day of December, 1889, in Book 199 of Mortgages, Page 266. That all the interest in said mortgage belonging to the said Mary E. Sherwood was duly assigned by said Mary E. Sherwood to said Edgar C. Long by written assignment dated the 2d day of April, 1890, wherein she assigned, transferred, delivered and set over to said Edgar C. Long all her right, title and interest in and to said mortgage, which assignment was duly recorded in said Register of Deeds' office in Book 29 of Assignments, Page 254.

That on the 9th day of November, 1895, the said Edgar C. Long by written assignment sold, assigned, transferred, delivered and set over to The First National Bank of Detroit, Minnesota, all his right, title, interest, claim and lien in and to said mortgage, which assignment was duly recorded in said Register of Deeds' office on the 30th day of November, 1895, at 2 o'clock p. m., in Book 51 of Assignments, on Page 10; and that default has been made in the conditions of said mortgage by non-payment of the amount due thereon on the 16th day of December, 1892, and has continued for more than three years, and until the present time; and the amount now due and claimed to be due upon said mortgage is the sum of one thousand two hundred dollars ($1,200) as principal and five hundred and eighty-nine and 66-100 dollars ($589.66) as interest, making the total sum due on the account of said mortgage the sum of one thousand seven hundred eighty-nine and 66-100 dollars ($1,789.66), and said The First National Bank of Detroit, Minnesota, is now the owner and holder of said mortgage and the debt secured thereby, and no action or proceeding at law or otherwise has been instituted to recover said debt, or any part thereof.

Now, therefore, Notice is hereby given that by virtue of the power of sale contained in said mortgage and pursuant to the statute in such case made and provided, the said mortgage will be foreclosed by sale of the premises described in and covered thereby, lying and being in the County of Ramsey and State of Minnesota, and known and described as follows, to wit: Lots numbered one (1), two (2), three (3), twenty-eight (28), twenty-nine (29) and thirty (30), of Block numbered one (1), of Long and Sherwood's Subdivision of Block numbered two (2) of Dawson's Acre Lots addition to St. Paul, according to the recorded plat thereof on file in the office of the Register of Deeds within and for said Ramsey County; with the hereditaments and appurtenances thereunto belonging; which sale will be made by the Sheriff of said Ramsey County, at the Cedar street main entrance of the Court House, in the City of St. Paul, in said County, on Tuesday, the 24th day of March, 1896, at ten o'clock in the forenoon, at public vendue, to the highest bidder for cash, to satisfy the amount due on said mortgage, and fifty dollars ($50.00) attorney's fees, stipulated for in said mortgage, and the costs and charges of notice and sale.

Dated St. Paul, Minn., Feb. 6th, 1896.

THE FIRST NATIONAL BANK OF DETROIT, MINN., Assignee of Mortgagee.

Daniel Murphy, Attorney for Assignee of Mortgagee. Bank of Minnesota Building, St. Paul, Minn.

REDEMPTION EXPIRING.

City Treasurer's Notice of Redemption Expiring June 27th, 1896.

City Treasurer's Office,
St. Paul, Minn., Feb. 14, 1896.

The owners and all persons interested in the within described real estate are hereby notified that the time of redemption on the following described property will expire on June 27, 1896, and that deeds will be issued by the City of St. Paul on and after the 28th day of June, 1896, in accordance with the city charter, upon presentation to the City Comptroller of the following unredeemed city treasurer's certificates of sale for the property situated in the City of St. Paul and sold by him on the 22d day of January, 1890, to satisfy judgments against the same rendered by the District Court of Ramsey county, in the State of Minnesota, for the following improvements, unless redeemed on or before the 27th day of June, 1896.

The sums given below will be the amounts necessary to redeem the lots, with interest and costs figured to the day when redemption expires:

Construction of a Sewer on Tuscarora Street, From Chatsworth Street to Pleasant Avenue.

Buckhout's Rearrangement of Moore's Addition to St. Paul.

No. of Cert.	Supposed Owner and Description.	Lot.	Block.	Am't of Redmp't
12277.	W. W. Jencks......	16	4	$79.83
12278.	same	15	4	79.83
12279.	same	14	4	79.83

All in the City of St. Paul, County of Ramsey and State of Minnesota.

JOHN WAGENER,
City Treasurer.

Note—No. of Cert., number of certificate; Am't of Redmp't, amount of redemption.

feb14-21-28-mch6-13-20