

HAVE SOME LEEWAY

APPLICANTS FOR INSURANCE ALLOWED A LITTLE LATITUDE IN THEIR ANSWERS.

WHAT TEMPERATE MEANS.

NOT TOTAL ABSTINENCE, BUT ABSTINENCE FROM EXCESSIVE USE OF DRINK.

TEN SUPREME COURT DECISIONS.

Decides the Above Three's One of Interest to Settlers on the Hastings & Dakota.

Judge Mitchell's name is signed to the opinions in ten cases decided by the supreme court yesterday.

Another decision which will probably affect a large number of settlers on the Hastings & Dakota road holds that, although land may have been withdrawn, since it was never restored to settlement and entry, the withdrawal continues in force, and no lawful settlement can be acquired, or, in other words, the settlers cannot acquire title thereto.

Following are the syllabi: George W. Chambers, administrator, respondent, vs. The Northern Mutual Life Insurance Company, appellant.

The defendant issued its policy of life insurance, which provided that the policy should be a part of the policy, and that if any fraudulent representation was made in the application, then the policy should be null and void.

Do you use malt or spirituous beverages? Answer, "No." "Have you always been temperate?" Answer, "Yes."

Field, that if a part of the plaintiff's case to allege and prove that the answers contained in the application were true, but that the burden was on the plaintiff to prove and prove their falsity, and he must in his pleading specify which of the answers he claims to be false, and on the trial he will be limited in his proof to those which he has alleged to be false, overruling certain dicta in Price vs. Insurance Co., 17 Minn., 487.

Also, that evidence as to the business habits, pursuits and associations of the insured and before the time of the issuing of the policy was admissible as bearing on the question whether he was temperate.

Also, that the questions above quoted have reference to the issue of insurability, and not to exceptional and occasional intemperance, and that the word "temperate" means abstinence from excessive or injurious use of total abstinence. Order affirmed. Mitchell, J.

Mary R. Miller, respondent, vs. Home Savings and Loan Association, appellant.

H. & M. had severally arranged with defendant for loans in real estate which they had purchased from plaintiff, but upon which they respectively owed her part of the purchase money.

Two certificates of stock, one for \$100 and another for \$400, were made out in plaintiff's name, but not delivered to her, and she never paid anything on the principal of these mortgages.

Upon H.'s default defendant foreclosed his mortgage and bid in the premises for less than the amount which it had loaned to him.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

pany has no vested right in a more executive withdrawal from entry, and settlement of lands within either its "place" or "indemnity" limit, yet so long as the withdrawal continues in force the lands are not subject to entry and settlement, and no lawful settlement can be acquired.

Facts considered, and held that the land in controversy, which was within the indemnity limit of plaintiff's assessor, and was withdrawn in 1883, was never restored to entry and settlement, and that its selection by plaintiff in 1883 for indemnity in lieu of the land certified to the state for the benefit of the company, was affirmed. Mitchell, J.

John H. Jensen, appellant, vs. The Chicago Great Western Railway Company, respondent.

The evidence would not have justified a verdict for plaintiff for any considerable amount of substantial damages. The court ordered leaving it to the jury to assess plaintiff's damage, directed a verdict in his favor for \$100.

Held, that even if the evidence would have justified a verdict for a trifle more than that amount, since it was never restored to settlement and entry, the withdrawal continues in force, and no lawful settlement can be acquired, or, in other words, the settlers cannot acquire title thereto.

Another decision which will probably affect a large number of settlers on the Hastings & Dakota road holds that, although land may have been withdrawn, since it was never restored to settlement and entry, the withdrawal continues in force, and no lawful settlement can be acquired, or, in other words, the settlers cannot acquire title thereto.

Following are the syllabi: George W. Chambers, administrator, respondent, vs. The Northern Mutual Life Insurance Company, appellant.

The defendant issued its policy of life insurance, which provided that the policy should be a part of the policy, and that if any fraudulent representation was made in the application, then the policy should be null and void.

Do you use malt or spirituous beverages? Answer, "No." "Have you always been temperate?" Answer, "Yes."

Field, that if a part of the plaintiff's case to allege and prove that the answers contained in the application were true, but that the burden was on the plaintiff to prove and prove their falsity, and he must in his pleading specify which of the answers he claims to be false, and on the trial he will be limited in his proof to those which he has alleged to be false, overruling certain dicta in Price vs. Insurance Co., 17 Minn., 487.

Also, that evidence as to the business habits, pursuits and associations of the insured and before the time of the issuing of the policy was admissible as bearing on the question whether he was temperate.

Also, that the questions above quoted have reference to the issue of insurability, and not to exceptional and occasional intemperance, and that the word "temperate" means abstinence from excessive or injurious use of total abstinence. Order affirmed. Mitchell, J.

Mary R. Miller, respondent, vs. Home Savings and Loan Association, appellant.

H. & M. had severally arranged with defendant for loans in real estate which they had purchased from plaintiff, but upon which they respectively owed her part of the purchase money.

Two certificates of stock, one for \$100 and another for \$400, were made out in plaintiff's name, but not delivered to her, and she never paid anything on the principal of these mortgages.

Upon H.'s default defendant foreclosed his mortgage and bid in the premises for less than the amount which it had loaned to him.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Plaintiff was entitled to the settlement. Thereafter she demanded the two stock certificates, which the defendant refused to deliver, claiming that the stock had not been paid for.

Field, that the payments on the principal of the mortgage were not in full satisfaction of the mortgage debt and released M.

Highest of all in Leavening Power.—Latest U. S. Gov't Report.



ABSOLUTELY PURE

FARMER PUSHES IT

HIS CASE AGAINST THE CITY AND THE HOUSE OF GOOD SHEPHERD.

BEFORE THE SUPREME COURT.

BRIEF REVIEW OF THE CASE INVOLVING A QUESTION OF IMPORTANCE.

WHAT ARE THE CITY'S RIGHTS?

Attorney Butts Appears for Farmer, Robinson Howard the City, John D. O'Brien the Institution.

Supreme Court Call.

PTWAS OPIUM POISONING.

Findings of the Autopsy on Andrew Nelson.

At the autopsy held over the remains of Ex-County Treasurer A. N. Nelson, at Dempsey's undertaking rooms yesterday morning, the late residence 73 Cedar street, deceased had died of opium poisoning. The autopsy was performed by Deputy Coroner MacNamara and Drs. Fennel and Dohm, in the presence of Coroner Wiscomb, Deputy Coroner Robert Wheaton and Dr. Swift, of Iowa.

Police Court News.

Opium and Other Deeds Contribute to the Docket.

LOCAL SCHOOL YELLS.

High School Boys Display Considerable Ingenuity.

Not the least interesting feature of Saturday's interscholastic field day was the yelling of the boys.

Two Married Women, Giving the Names of Mrs. Payne and Mrs. Ryan, were arraigned before Judge Kelly yesterday morning.

Children Cry for Pitcher's Castoria.

Mrs. Ziemer Divorced.

NOTES OF THE COURTS.

Constable Walter B. Boyd was given the verdict by a jury yesterday in Judge Kelly's court, in the case brought against him by Douglas Adams, who claimed Boyd had unnecessarily assumed his role in serving legal papers.

THE ONLY CURE

FOR THE TOBACCO HABIT IS BACOCURO.

"Don't Stop Tobacco Suddenly—Bacocuro Will Notify You When to Stop." These Are the Words of a Cure, Not a Substitute.

Bacocuro is recognized by the medical profession as the only scientific vegetable and harmless cure. It is not guilty of the absurdity of insisting that the user of tobacco stop of his own will and then take the remedy, which he can stop, why bother with a remedy at all?

Bacocuro was the first to give an IRON-CLAD WRITTEN GUARANTEE to cure the tobacco habit in any quantity, or to refund the money with ten per cent interest.

A free booklet and a large sheet of testimonials, the genuine character of which is attested by disinterested and prominent bankers, will be sent to any one who writes for them thousands of grateful indorsements the following is chosen:

Used Tobacco Forty Years—Cured by Bacocuro and Gained Thirty Pounds.

From hundreds of testimonials, the originals of which are on file and open to inspection, the following is presented:

Clayton, Nevada Co., Ark., Jan. 23, 1896.

Game Warden Elated at a Tardy Conviction.

Reduced Rates to Washington.

Republican Convention.

How They Bite!

Agents of the M. & St. L. R. Co.

Reduced Rates to Pittsburgh.

Reduced Rates to Washington.

Free and Comfortable.

"O PLEASURE BENT"

FREE Your Transportation Will Be Furnished—Your Sleeping Car Fare Paid—Your Meals on Dining Cars FREE Provided—and All Your Hotel Bills Settled

WHO WOULD NOT, UNDER THESE CIRCUMSTANCES, WANT TO WIN ONE OF

The Globe Summer Tours

TO SAN FRANCISCO AND RETURN via Union Pacific System. TO NIAGARA FALLS Through the Great Lakes via Nor'n Steamship Co. TO YELLOWSTONE PARK and Return via Northern Pacific R. R. TO SEATTLE AND TACOMA and Return via Great Northern R. R. TO PORTLAND, ORE., and Return via Northern Pacific R. R.

TICKETS GOOD FROM JULY TO OCTOBER, FROM ANY INTERMEDIATE POINT, AND TO STOP OFF EITHER GOING OR RETURNING.

The Globe Summer Outings.

Rules for Competition for the Five Grand Prizes. The winners will be announced in the Globe of July 19, and an order for the prizes sent to the winners by mail, and the trip tickets forwarded as directed by the winners. Checks for the commission to contestants (not winners of the grand prizes) will be mailed in 20 days.

Subscription Rates

Daily and Sunday, 1 month... 50 cents Weekly, 6 months... 50 cents

Address All Communications to Manager of Summer Outings, The St. Paul Globe, St. Paul, Minn.

LOCAL NOTICES.

Cheap Excursion Rates. The Wisconsin Central Lines offer the following cheap excursion rates.

Low Rates to Cleveland. The Nobles of the Mystic Shrine will meet at Cleveland June 23 and 24.

An Opportunity. To view the scenery on the Wisconsin Central Line, on and after May 25th we will run a morning train to Ashland, Milwaukee and Chicago.

Republican Convention. The Agents of the M. & St. L. R. Co., the Scenic and Pioneer Line, are now making reservations in special sleeping cars to St. Louis for its patrons attending the Republican Convention.

Reduced Rates to Pittsburgh. The Provision National Convention will meet in Pittsburgh May 27th to 29th.

Reduced Rates to Washington. The Young People's Society of Christian Endeavor will hold their annual meeting in Washington, D. C., July 7 to 13.

Free and Comfortable. The Chicago Great Western Railway (Maple Leaf Route) has added to its generous treatment the travelers Free Through Chair Car Service between Minneapolis, St. Paul, Des Moines, St. Joseph and Kansas City.

Reduced Rates to Washington. The Young People's Society of Christian Endeavor will hold their annual meeting in Washington, D. C., July 7 to 13.

Free and Comfortable. The Chicago Great Western Railway (Maple Leaf Route) has added to its generous treatment the travelers Free Through Chair Car Service between Minneapolis, St. Paul, Des Moines, St. Joseph and Kansas City.

Reduced Rates to Washington. The Young People's Society of Christian Endeavor will hold their annual meeting in Washington, D. C., July 7 to 13.

Free and Comfortable. The Chicago Great Western Railway (Maple Leaf Route) has added to its generous treatment the travelers Free Through Chair Car Service between Minneapolis, St. Paul, Des Moines, St. Joseph and Kansas City.

Reduced Rates to Washington. The Young People's Society of Christian Endeavor will hold their annual meeting in Washington, D. C., July 7 to 13.

Free and Comfortable. The Chicago Great Western Railway (Maple Leaf Route) has added to its generous treatment the travelers Free Through Chair Car Service between Minneapolis, St. Paul, Des Moines, St. Joseph and Kansas City.

Reduced Rates to Washington. The Young People's Society of Christian Endeavor will hold their annual meeting in Washington, D. C., July 7 to 13.

Free and Comfortable. The Chicago Great Western Railway (Maple Leaf Route) has added to its generous treatment the travelers Free Through Chair Car Service between Minneapolis, St. Paul, Des Moines, St. Joseph and Kansas City.

Reduced Rates to Washington. The Young People's Society of Christian Endeavor will hold their annual meeting in Washington, D. C., July 7 to 13.

Free and Comfortable. The Chicago Great Western Railway (Maple Leaf Route) has added to its generous treatment the travelers Free Through Chair Car Service between Minneapolis, St. Paul, Des Moines, St. Joseph and Kansas City.

later, and they will be available during the spring and summer months.

Methodist ministers, at their meeting in the Y. M. C. A. rooms yesterday afternoon, decided to hold no more Monday meetings until the first Monday in September.

Beer Label Registered. There was registered yesterday with the secretary of state the label made here labeled adopted in April by the International Association of Brewery Workers.

MARRIAGES, BIRTHS, DEATHS.

MARRIAGE LICENSES. John Osterberg.....Mary Hunt

BIRTHS. Mr. and Mrs. Henry J. Nacy.....Boy

DEATHS. Frank Lindblod, city hospital.....44 yrs

DIED. NELSON—In St. Paul, Minn., May 24, 1896.

MARRIAGES, BIRTHS, DEATHS.

MARRIAGE LICENSES. John Osterberg.....Mary Hunt

BIRTHS. Mr. and Mrs. Henry J. Nacy.....Boy

DEATHS. Frank Lindblod, city hospital.....44 yrs

DIED. NELSON—In St. Paul, Minn., May 24, 1896.

MARRIAGES, BIRTHS, DEATHS.

MARRIAGE LICENSES. John Osterberg.....Mary Hunt

BIRTHS. Mr. and Mrs. Henry J. Nacy.....Boy

DEATHS. Frank Lindblod, city hospital.....44 yrs

MOST PERFECT MADE.

A pure Cream of Tartar Powder. Free from Ammonia, Alum or any other adulterant.

40 YEARS THE STANDARD.

UNDER GANVAS.

On Selby Av., near Arundel St. 6 Nights, Beginning MONDAY, May 25th.

PROF. GENTRY'S FAMOUS DOG AND PONY SHOW.

Admission: Children, 10c; Adults, 20c.

THE NEW MOZART Seventh and Franklin Sts.

TONIGHT and all this week. Matinee Tuesday, Thursday and Saturday.