Woman's Best Friend

Dirt's Worst Enemy.

Largest package—greatest economy. Made only by
THE N. K. FAIRBANK COMPANY,
Chicago. St. Louis. New York. Boston. Philadelphia.

NOT TILL MAY 15

CAN PROVISIONS BE TAKEN TO DAWSON, SAY RAILROAD MEN.

ICE ON YUKON IMPASSABLE.

JAMS AND PILES INTO MOUNTAIN-LIKE HUMMOCKS WHEN FREEZING.

GOSSIP IN RAILWAY CIRCLES.

Warm Time Promised in the Meeting of the Central Passenger Committee Today.

General Passenger Agent Fee, of the Northern Pacific, is in receipt of a letter from Inspector Strickland, of the Northwest mounted police, stationed at Tagish Lake, the letter having been addressed to Chas. King, agent of the company, at Dyea. Tagish Lake is seventy-seven miles from Dyea. In answer to direct questions Inspector Strickland says that in his judgment it will be almost impossible to lay down any large amount of food at Dawson during the winter months, as the Yukon when it freezes jams and piles up in great hummocks, almost mountains, and in consequence progress is exceedingly slow. The inspector suggests that freight might be hauled down during the winter months to the foot of the lakes and sent down the river by means of barges in the spring, as provisions could be laid down in Dawson by May 15 or 20, by this expedition, or about two months before they could be brought in by the way of St. Michael's. Inspector Strickland states that no trouble would be experienced in getting provisions from Dyea to Tagish in February at a reasonable cost, and also expresses the belief that horses could be used in hauling the stuff in January from Dyea to the head of Bennett lake, and in February and March the same horses could haul to the foot of Lake Marsh, where barges or scows could be built and the freight floated down the river.

WARM TIME PROMISED.

Central Lines Will Discuss Interchangeable Tickets Today.

CHICAGO, Dec. 20.—The meeting of the lines of the Central passenger committee, which will be held in this city tomorrow for the purpose of considering the interchangeable mileage ticket matter, promises to be a warm one. The Michigan Central, Lake Shore and the Nickel Plate will adhere to their announcement that the tickets must, in the state of Michigan at least, be accepted when offered on trains for transportation, and other roads will fight this proposition in a vigorous fashion. If the greater number of the roads do not give in to the Vanderbilt lines, it is altogether likely that the interchangeable mileage bureau of the committee will be organized upon other lines than at present, and it is possible that it may for the time being, be entirely disrupted, and as both sides to the argument say that they propose to have their own way about the tickets being made good on trains.

FREIGHT MEN WORRIED.

Afraid Restored Rates Will Not Be Maintained Long.

CHICAGO, Dec. 20.—The freight officials of the Western roads are becoming a trifle apprehensive regarding their agreement to restore and maintain rates after the first of the year. There will be no difficulty about the restoration part of the programme, but the maintenance of the rates is what is troubling them. They have learned that the same conditions which compelled them to pull down the rates between Chicago and Colorado points to meet competition via the gulf ports will be in effect after the date which they have set for the maintenance of rates, and they are wondering how they will be able to get the traffic, if they do not meet the rates. They have determined, however, to give the matter a trial, and, if the rates cannot be maintained after the opening of the year, a meeting of the Northwestern lines will be called, and measures taken for the adoption of a schedule of rates that will enable them to get and hold their traffic between Chicago and Colorado points against any competition.

REDUCED RATES.

Happenings for Which the Lines Make Reductions.

Appended is a list of happenings for which the road in this territory, including the Great Northern, Northern Pacific and other lines, have made reduced rates:

North Dakota Educational association, Grand Forks, Dec. 28-30. Fare and one-fifth on the certificate plan from points in North Dakota, subject to an attendance of 75 or more by rail.

South Dakota Educational association, Sioux Falls, Dec. 27-31. Fare one one-fifth on the certificate plan from points in South Dakota, subject to an attendance by rail of 100 or more.

Minnesota Educational association, St. Paul, Dec. 28-30, 1897. Fare and one-third on the certificate plan from points in Minnesota and Wisconsin. Certificates to be signed by J. D. Bond. Certificates showing purchase of going tickets Dec. 23 to Dec. 30, inclusive, will be honored for return tickets at reduced rate in usual manner.

Montana Educational association, Helena, Dec. 28-30, 1897. Fare and one-fifth from points in Montana, on certificate plan, subject to an attendance by rail of fifty or more.

Third annual poultry show, Spokane, Wash., Jan. 11-13, 1898. Fare and one-fifth on certificate plan from points in Washington, subject to an attendance by rail of fifty or more.

Live Stock Feeders' and Breeders' convention, St. Paul, Jan. 11-13, 1898. Fare and one-third on certificate plan from points in Minnesota, North and South Dakota.

Annual meeting Wisconsin State Teachers' association, Milwaukee, Wis., Dec. 28-30. Fare and one-third on certificate plan from points in Wisconsin.

Annual convention Wisconsin Master Plumbers' association, Madison, Wis., Jan. 12-13, 1898. Fare and one-third on certificate plan from points in Wisconsin.

CAR SERVICE SUIT.

Action to Be Brought by Cleveland Produce Dealers.

CLEVELAND, O., Dec. 20.—Proceedings will soon be instituted by H. M. Strauss & Co., and other produce dealers of Cleveland, against the Cleveland Car Service association, which consists of the following railroads: Pennsylvania company, Erie railroad, Lake Shore & Michigan Southern, Cleveland Terminal & Valley, Big Four, Nickel Plate, Cleveland, Akron & Columbia, Pittsburg & Western, Baltimore & Ohio, Lake Erie & Western; Wheeling & Lake Erie; Cleveland, Lorain & Wheeling, and Columbus, Sandusky & Hocking. The action will be instituted before the interstate commerce commission, and the charge is that the produce men and other consignees in Cleveland have been discriminated against in favor of the Standard Oil company and the Cleveland Rolling Mill company. For eight years, it is charged, small consignees have been charged $1 per day for every day or fraction thereof that cars are left standing unloaded on sidetracks, whereas the two big companies named have been allowed to use the cars for storage purposes gratis. The principal witness is A. R. Simmons, who was until recently the manager of the car service association, and who claims that he was discharged because he tried to enforce the rules of the association on all alike. The attorneys for the produce men declare that they will push the case to the end.

ANSWER TO PINGREE

Filed at Detroit by the Michigan Central Road.

DETROIT, Mich., Dec. 20.—The Michigan Central Railroad company today filed its answer to Gov. Pingree's petition for a mandamus to compel the company to sell him a 1,000 mileage book under the act of 1891 for the use of himself and family for $20. The answer attacks the act of 1891 as unconstitutional, because among other reasons it is in violation of the interstate commerce law as it would require the company to issue such mileage books good over its entire system, not limiting them to the line in this state. In addition to this the company pleads its original charter granted in 1846 as constituting a valid contract between the state and the company, and subject to modification only in case the state buys the road and its equipments.

Go East Via North-Western Line at Following Low Rates.

	1st Class.	2d Class.
Albany, N. Y.	$23.00	$21.00
Hamilton, Ont.	19.00	16.50
Boston, Mass.	24.50	22.50
Montreal, Que.	23.00	21.00
New York, N. Y.	23.00	21.00
Toronto, Ont.	19.00	16.50

For further information apply at 395 Robert street, St. Paul; 413 Nicollet avenue, Minneapolis.

Compliments of the Duluth.

General Passenger Agent "Cal" Stone, of the St. Paul & Duluth, has hit upon a unique feature for advertising his line in the shape of a card, upon the front side of which is pasted a second card, to represent the front face of an animal trap. From the base of the trap protrudes the tail of the captured animal, and when pulled out is found attached to the usual vouchers commission blank, which is sent to agents of other companies who have routed the business sold via the St. Paul & Duluth. The scheme is ingenious, and included in the blank is a footnote wishing the recepient good wishes for the coming year. They are being mailed to agents of other lines.

Want State Elevators.

NEW YORK, Dec. 20.—At a largely attended meeting of state canal boat owners, held in this city today, resolutions were passed urging the erection by the state of grain elevators at Buffalo and New York. In the words of the resolution, this action "would guard the state's essential grain traffic from the wanton attacks of the railroad grain elevator trusts located at the aforesaid ports."

Smokers' Holiday Presents.

Call at Adam Fetsch's, Fifth and Robert, for smokers' presents.

Corn Story Denied.

NEW YORK, Dec. 20.—Commissioner Blanchard, of the Joint Traffic association, denied the report from Chicago that the Joint Traffic presidents, at their meeting in this city last Friday, ordered a reduction on export on domestic corn and other rates. The matter was discussed at the meeting and action deferred until next Wednesday.

Kansas City Rates.

CHICAGO, Dec. 20.—A meeting of the Western Passenger association will be held in St. Louis tomorrow to consider Kansas City rates, homeseekers' excursions and a number of other matters. It is likely that the meeting will last two days or longer.

Railway Notes.

There will be a meeting of the Twin City advertising committee this morning at the Ryan hotel at 10 o'clock, when the members will take up a number of matters on the docket. Among them will be the matter of rates charged by the various publications for the insertion of the time-tables of the different companies.

C. W. Bunn, general counsel of the Northern Pacific, has returned from New York.

Edward Morrill, who has been connected with the Northern Pacific passenger department, leaves today to accept the position of cashier of a big lumber concern at Big Rapids, Mich.

Traffic Manager Hannaford and General Manager Kendrick, of the Northern Pacific, returned yesterday from New York.

Maj. James E. Dawson, general agent of the Great Northern, was in St. Paul yesterday on his way home to his post from the East.

Nic. Vanderpool, of the New York Central, was included in the list of visiting railroaders in town yesterday.

President Mellen, of the Northern Pacific, will arrive in St. Paul this morning from New York, where he attended a meeting of the directors of the company.

President Samuel Hill, of the Eastern Minnesota, is home from Indianapolis.

W. C. Toomey, chief clerk in the office of President Hill, of the Great Northern, is back at his desk after a short illness.

Our Dollar Palms

Are 18 to 24 inches high and very handsome plants. Special sale of Palms and Jardinieres this week. L. L. May & Co., 64 East Sixth street.

GAIL BORDEN EAGLE BRAND CONDENSED MILK

HAS NO EQUAL AS AN INFANT FOOD.

"INFANT HEALTH" SENT FREE. N.Y. CONDENSED MILK Co NEW YORK

HAIL LOSSES HEAVY

SOME OF THE MINNESOTA COMPANIES ARE EMBARRASSED BY SUMMER STORMS.

MANY FARMERS GRUMBLING,

CLAIMING THAT MISREPRESENTATIONS WERE MADE IN SECURING THEIR POLICIES.

COMMISSIONER DEARTH SAYS

The Companies Are Practically Free From Interference by the State, Although They Report.

The hail storms which visited certain parts of the state during the recent crop season are bringing the usual flood of woes down on the heads of the men who manage the co-operative hail insurance companies in various localities. The law under which these companies are incorporated seems to be very satisfactory until there is a general damage by hail, when the severity of the losses impairs the resiliency of the company's treasury—that is to say, the assessments are not paid in as cheerfully and promptly as necessary to pay the losses.

The law of 1885, under which these companies are operated, was designed to enable the farmers of the state to secure such insurance at a rate much less than they had been paying stock insurance companies, whose charges, it was believed, were extortionate. With this end in view, every facility was extended to permit the cheap management of the companies, and it was provided for a very simple system of accounting and payment. Any twenty-five people with an aggregate realty holding in the state of not less than $25,000 may organize such a company, file articles and secure a certificate of authority from the state insurance department. These companies may provide for the collection from their various policy holders at the end of the crop season, of a pro rata share of the total loss claims filed and found just, except that there is fixed a limit, above which the rate of assessments shall not go. This limit, in some cases, it seems, has been exceeded by the losses during the last year, and in many sections serious complaints are being made of the inability of the companies to return a fair protection to their members.

The Farmers' Mutual Hail company, of Waseca, is among those heavily hit, this company having been compelled this year to assess its full limit of 4 per cent on its policy holders. Many of these are restive under the heavy charge, claiming that it was represented to them that the chances for an assessment to the full limit were very remote.

A number of Norman county farmers claim to have been assured that the Minnesota Mutual Hail and Cyclone Insurance company, of Amboy, would not assess more than 1 per cent, although its authorized limit was 4. When it sent out notice of a 4 per cent assessment, a number of citizens at and around Marsh Rover issued the following circular:

To the farmers of Norman county who have insured with the Minnesota Mutual Hail and Cyclone Insurance company:

We, the undersigned, took insurance in the above company for a period of five years on our crops upon the representations of their agents that he cost of insurance would be one per cent only of the amount insured and that at any time such policies could be cancelled without cost. Now we find that said company is trying to collect four per cent, or four times the amount for which they agreed to insure our crops. This we stamp as a plain case of fraud, and we would urge all farmers similarly situated to confer with us in regard to said matter that some concerted move may be taken to prevent the consumation of such a fraud upon the people of our county.

—Peder Ostenson.
—A. Bergstrom.
—Lars B. Foss.
—Ole K. Olson.
—Edward Edgebretson.
—Gabriel Aamodt.
—Christian Johnson.
—S. Isaacson.
—H. C. Asgaard.
—Hans Rasmussen.
—Ole M. Olsen.
—C. G. Wolberg.
—J. P. Viste.
—Henry Aamodt.
—John Jacobson.
—Esbjoin Johnson.

The Moorhead Independent publishes the following as an incident in the experience of a Clay county man:

One of the prosperous farmers of the county insured his crop against hail and paid $12—premium on the policy. His crop was damaged and the loss was "adjusted" at $25. Instead of receiving this amount the farmer was the recipient, a few days ago, of the following communication and a check for 50 cents—just 2 per cent of his loss:

Home Office Of
STATE MUTUAL HAIL INSURANCE CO.
(Incorporated under the laws of the State of Minnesota.)

Winnebago City, Minn., Dec. 4.—Dear Sir—We herewith take great pleasure in handing you 50 cents in part payment of your loss, and greatly regret we are not able and in position to pay your entire claim at this time.

The reason of our inability is occasioned by so many of our members being slow and neglecting to pay their assessments; consequently we have a large amount standing out, which, if paid at once, would be amply sufficient to pay your claim in full by return mail.

As it is we have started out collectors and are using every possible means in our power to collect enough to pay your claim in full. We hope to be able to remit a further amount, if not in full, by Jan. 31. Mutually your, —F. L. Hart, Secretary.

P. S.—Your assessment is deducted from this amount, and you are credited for same on our books.

Insurance Commissioner Dearth's attention being called to these charges, he said:

"We have not heard anything about these concerns. They, or part of them, at least, are registered, and have certificates from this department. The records, I think, without making a search, show that they are all lawfully incorporated. But section 999 of the law of 1895 codifying and re-enacting the general insurance laws of the state expressly exempts these companies from its operation, and leaves them subject to the law of 1885. While this provides that they shall submit to his department a report of their business for the year within thirty days subsequent to the annual meeting, there is no standard by which the department can determine as to the solvency of the concern at this season of the year. You see, the losses are held up until the end of the season, and when they are all in the pro rata assessment is levied. The members then have a certain period in which to make their remittances, so the department has really no information on which to interfere.

"Section 3360, of the General Statutes of 1894, which is part of the general law governing these companies, provides as follows:

"Whenever the insurance commissioner shall have reason to doubt the solvency of any such corporation, he may, at the expense of such corporation, cause an examination of its books and papers to be made, and, if, in his judgment, such examination establishes the fact that such corporation is not financially sound, or is conducting business fraudulently, he shall institute, or cause to be instituted the necessary proceedings under the laws of this state to close up the affairs of such corporation."

SURETIES NOT LIABLE.

Decision in the Chamber of Commerce Notes Case.

Of the eight decisions handed down in the supreme court yesterday, the one of most local interest was in the case of the St. Paul Trust company against the St. Paul Chamber of Commerce, in which Frederick D. Driscoll and other sureties on the notes of the chamber of commerce sought to be released from their obligation, as the chamber had extended the notes from time to time without notifying them. The supreme court holds that they are entitled to release. The trust company will foreclose a mortgage on the building, it is said, to reimburse itself. The syllabus in the case was, in short, as follows:

The St. Paul Trust company, appellant, vs. The St. Paul Chamber of Commerce, Frederick Driscoll et al., respondents.

Held, that:

1. The evidence justified the findings of fact.
2. The answer stated a defense.
3. The court did not abuse its discretion in refusing to allow the plaintiff to amend its complaint on trial. Order affirmed.

—Mitchell, J.

Two of the eight decisions were reversals. The first of these was in the case of Caroline Lehman, respondent, against Charles E. Chapel, appellant. The syllabus follows:

Where the vendor, with the consent of the vendee, remains in possession after sale, his declarations while thus in possession tending to characterize the possession are admissible in evidence as part of the res gestae against the vendee and in favor of the creditors of the vondor, who are attacking the sale as fraudulent. The same rule applies where the vendee has ostensibly acquired title from a third party, and the debtor has, with his consent, taken and continued in possession, and creditors are assailing the title of the vendee as merely colorable and held in secret trust. Order reversed.

The decision of the lower court is also reversed in the case of the Diamond Iron Mining company, respondent, vs. the Buckeye Iron Mining company, appellant. The story, as told in the syllabus, is:

The plaintiff executed to defendant a lease for a term of years of certain lands for the purpose of exploring for mining, taking out and removing the merchantable shipping ore which is or may hereafter be found on, in, or under said lands, the defendant to pay the plaintiff a stipulated sum per ton for all iron ore mined and removed from the lands during the term of the lease.

The lease also contained a covenant by the lessee that he would mine and remove from the lands at least a specific number of tons of ore each year, and that if he should fail to mine that amount in any one year he would pay to the plaintiff an amount, which, when added to any amount previously paid as royalty for ore mined during that year, should equal the royalty on the minimum quantity of ore which he was required to mine that year; provided, however, that he might mine and remove in any subsequent year, without other payment therefor, a sufficient quantity of ore to offset the amount so paid in excess of the quantity actually mined during such preceding year.

The lease further provided that the lessee might terminate the lease at any time on sixty days notice to the lessor.

By diligent and sufficient search and exploration on the part of the lessee it was demonstrated that there was no merchantable shipping iron ore on the land.

In an action by the lessor to recover the minimum royalty.

Held: That "merchantable shipping iron ore" was the subject matter of the lease and not mere matter of inducement to its execution.

Also that the covenant to mine a specified quantity of ore each year or upon failure to do so to pay the royalty upon that amount imposed an obligation to pay for the stipulated quantity of ore, whether mined or not, not whether it existed or not; in other words, it was not a covenant to pay royalty whether the ore existed or not, but one to pay the royalty, if the ore existed, whether mined or not. Hence, the non-existence of the ore was a defense to an action to recover the royalty.

The fact that the defendant had not exercised its right to terminate the lease did not prevent it from availing itself of the defense that the royalty had not accrued due.

The syllabi of the other decisions filed yesterday were as follows:

Butler-Ryan Company, respondent, vs. William B. Silvery Realty Co. et al., appellants.

Where there are numerous findings of fact and assignment of error "that the decision of the court was not justified by the evidence and was contrary to law" is insufficient to raise the question of the correctness of the findings.

Where a building contract provides for the owner giving time notes for part of the contract price, which by their terms will not mature within the time allowed by statute for commencing an action to enforce a mechanics' lien, but the contract expressly provides that the taking of such notes shall not be construed as a waiver of the right of the contractor to impose or enforce a statutory lien on the property. Held that the taking of the notes in accordance with the contract does not waive or suspend the right to enforce the lien against the property. The note will, under the circumstances, be deemed as merely collateral to the right of lien.

Order affirmed. —Mitchell, J.

Joseph Hagemeyer et al., appellants, vs. Village of St. Michael, respondent.

It is not error for the court to refuse to grant a temporary injunction against alleged threatened acts of trespass on land when the defendant both by answer and affidavit disclaims any right to commit the act and positively denies that he ever intended or threatened to commit them.

Order affirmed. —Mitchell, J.

John Birmingham, respondent, vs. Duluth, Missabe & Northern Railway Company, appellant.

In an action to recover for personal injuries caused by the alleged negligence of the defendant. Held that the complaint was not demurrable on the ground that it did not state a cause of action in that it appeared on its face that the plaintiff's injuries were caused either by his own negligence or by that of a fellow servant.

Order affirmed. —Mitchell, J.

Lewis Amans, respondent, vs. O. H. Campbell and the McCord Lumber Company, appellant.

Rule applied that a person acting as agent for another will be personally responsible if at the time of making the contract in his principal's behalf he fails to disclose the fact of his agency.

A person named O. H. Campbell in making a contract in relation to a business of which he had the exclusive and entire management and control used the name of "Campbell & Co.," but without indicating in any way that he did so as agent for another person or firm doing business by that name. It did not appear that there was any other person, or firm composed of other persons, generally known in the community as doing business under that name.

Held that the mere use of the name "Campbell & Co." did not amount to a disclosure of his agency for his wife, Delia Campbell, doing business under the name of "Campbell & Co."

Order affirmed. —Mitchell, J.

Samuel C. Martin, appellant, vs. John J. Curley, respondent.

Held that there was no abuse of discretion in vacating a default judgment and granting the defendant leave to answer.

Order affirmed. —Mitchell, J.

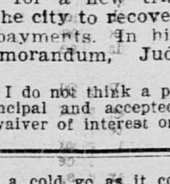
NO INTEREST FOR KEIGHER.

Judge Otis Denies the Contractor a New Trial.

Judge Otis filed an order yesterday denying the motion of Contractor Patrick Kiegher for a new trial of his suit against the city to recover interest on deferred payments. In his accompanying memorandum, Judge Otis says:

On reflection, I do not think a payment on account of principal and accepted as such operated as a waiver of interest on so much of the principal so paid; so long as any part of the principal of the debt remains unpaid, and therefore the Norman case did not control the Keigher case, nor is it controlling here. At the last two terms of this court I have tried with a jury five cases involving precisely the same questions here raised. In each case I have submitted the question to the jury, whether a payment of an estimate under the same circumstances as are here disclosed was paymnet on account of principal, and in each instance the jury have found that it was. It followed then that when the estimates had all been so paid in full, the principal of the contract had been fully paid and there was nothing to which interest could attach. I cannot but feel that these verdicts have been in the interest of peace and good neighborhood. If a man is paid for his work, his goods, his services, in installments, not promptly when due, it may be, but so that eventually an amount equal to the entire amount of the original indebtedness is paid; and no claim is at any time made for interest, a claim afterwards made for the penalty by way of interest would not ordinarily be received with favor. If such a claim is to be allowed we are all delinquents, and there would be no end of litigation. Building and other like contracts are almost invariably payable in installments, and in many cases these are not promptly met. Are these classes of contracts for six years back to be resurrected and made the ground of action in the courts? That is precisely what has been done in this case, and I am not at all surprised that juries have invariably set upon such practice their seal of disapproval. In each case, as in this, much care was taken to explain fully to the jury the legal rights of the respective parties, and that the penalty unless waived was a legal demand, but always with the same result.

"I always let a cold go as it comes"—one says; which means that he overworks the system in getting rid of a cold rather than assist it by using Dr. Bull's Cough Syrup.



WOOBURY'S

Grand Toilet Combination for the Skin, Scalp, Complexion and Teeth. Woodbury's Facial Soap, Facial Cream, Facial Powder and Dental Cream are manufactured by a Dermatologist with 26 years' experience treating the skin, scalp and complexion. For sale everywhere, 25c. each. A sample of each mailed on receipt of 20c. JOHN H. WOODBURY, Dermatologist, 127 West 42d St., N. Y.

Go to your grocer to-day and get a 15c. package of

Grain=O

It takes the place of coffee at ¼ the cost.

Made from pure grains it is nourishing and healthful.

Insist that your grocer gives you GRAIN-O. Accept no imitation.

JUDGE BUNN COINCIDES

In the Opinion That Chapter 250 Is Unconstitutional.

Judge Bunn filed a decision yesterday declaring that the law of 1897, providing for the voluntary liquidation of building associations is unconstitutional and void, because the enacting clause was omitted from the bill.

The decision was rendered in the suit of M. Adelaide Perry and F. O. Peabody against the Continental Savings, Loan and Building company and others. The plaintiff's, who are stockholders in the defendant company, allege in their complaint that the company is insolvent, and wholly unable to meet the demands of the withdrawing stockholders or to carry out the purposes for which it was organized. The capital stock of the defendant company was $10,000,000, divided into 100,000 shares of the value of $100 each, so it is alleged.

The plaintiffs asked the court upon this showing to appoint a receiver of the property of the company.

In its answer the defendant company pleaded a resolution passed by its board of directors last August, whereby the affairs of the company went through the process of voluntary liquidation, owing to the hard times. The liabilities are represented to be $68,292.12, and the assets $54,879.16.

Judge Bunn decides that the plaintiffs are entitled to the relief demanded, and announces that an order will be made appointing a receiver of the defendant company upon five days' notice to the company's attorneys. In the memorandum accompanying the decision, Judge Bunn says:

"Chapter 250, laws of 1897, providing for the voluntary liquidation of building associations, is unconstitutional and void, for the reason that the bill as enrolled and presented to and signed by the governor has no enacting clause. Article 4, section 13, of the constitution, provides: The style of all laws shall be, 'Be enacted by the legislature of the state of Minnesota.'

"I think that this constitutional provision is mandatory. This view is supported by the weight of authority."

Judge Bunn says that the affidavits offered by the defense for the purpose of showing that the bill as passed by the house and senate contained the enacting clause, even if they show that fact, are immaterial, as it is conceded that the enrolled bill did not contain the clause, and that no bill containing the clause was ever presented to or approved by the governor.

FEDERAL JURORS CALLED.

List Selected for the January Term Is Announced.

Following is a list of the grand and petit jurors summoned to attend the January term of the United States circuit and district courts:

GRAND JURY.

George Gay Geneva; W. F. Pick, Brownsdale; L. L. Hoseley, Lake Benton; Henry Nolte, Duluth; J. A. Sternburg, Smith Lake; E. S. Bills, Ada; E. J. Spindle, Stillwater; W. C. Read, St. Paul; William Nolen, Hastings; Samuel Deering, St. Paul; Thomas Murnane, Rich Valley; R. M. Pope, Mora; O. T. Deckerman, Corra; Romane C. Beach, Marshall; Jerome Hanna, Hastings; Peter Johnson, Austin; Thomas Kelly, Waverly; Gustave Ulyatt, Minneapolis; A. H. Grant, Buffalo; J. H. Stratton, Belle Plaine; George S. Millard, Stillwater; Frank Baunders, Parker's Prairie.

PETIT JURY.

Frederick Barrows, Fergus Falls; M. J. Kingsbury, Monticello; James Flynn, Morris; J. L. Harwick, Monticello; N. N. Thacher, Brownsdale; A. M. Thompson, Garden City; A. J. Wood, Otsego; August Stoll, Nicollet; V. Bogart, Winona; J. M. Woods, Anoka; M. B. Hudson, Litchfield; Charles F. Goodell, Herman; W. A. Armstrong, St. Paul; John Mulvey, St. Louis Park; A. B. Evarts, Minneapolis; George Copp, Mankato; S. P. Leaf, Chisago City; D. S. Piper, Medford; C. N. Cosgrove, Le Sueur, J. A. Oakes, Anoka; J. R. Mason, Le Roy; Charles Bardwell, Stillwater; T. F. Sleavin, St. Paul; M. J. Foley, St. Paul; Owen Dailey, Maple Lake; W. W. Campbell, Mantorville; Scott McLean, Lakefield; A. H. Fetch, Anoka; T. B. Vickery, Mora; John B. Owing, Alexandria; Jacob Turney, Wabasha; R. S. Jones, Rochester; Eugene Ring, Medford; T. B. McKelvey, Lakeville; S. G. Hodge, Delavan; Frank J. Lake, Scandia; George I. Becker, Brown's Valley; T. M. Paine, Glencoe; A. G. T. Brown, Fairmont; George Davies, Buffalo.

St. Paul & Duluth Railroad, Holiday Excursion Rates.

On December 23, 24, 25 and 31, and January 1, 1898, the St. Paul & Duluth Railroad company will sell Holiday Excursion Tickets from and to all points on their line at a rate of a fare and one-third for the round trip. Tickets good for return passage on and until January 4, 1898.

Ticket offices Union Depot and 396 Robert Street.

CITY FILES AN ANSWER

To the Suit of Ex-Patrolman John O'Brien.

John O'Brien's suit against the city to recover $65 for the twenty-eight days he patrolled a beat in June last, is prospering. The city put in an answer setting forth the fact that, although the mayor appointed O'Brien a patrolman, the assembly refused to confirm the appointment, because it appeared that O'Brien was over thirty-five years of age. The city admitted that O'Brien has performed the duties of a policeman for twenty-eight days, but denied that he was legally authorized so to do.

Mr. O'Brien demurred to this answer, and yesterday Judge Lewis filed an order sustaining the demurrer.

The order does not go to the merits of the case, to-wit, whether it is a good defense for the city to set up, the fact that the mayor's appointment of a police officer was never confirmed by the assembly. Judge Lewis sustained the demurrer in this instance, because the city's answer is technically insufficient. The city is allowed ten days within which to file an amended answer.

CASTORIA.

The fac-simile signature of Chas. H. Fletcher is on every wrapper.

WANT ADS.

May be left at the following locations for insertion in the Daily and Sunday Globe, at the same rates as are charged by the main office.

DAYTON'S BLUFF.
Sever Westby ....679 East Third st

ST. ANTHONY HILL.
Emil Bull ....Grand av. and St. Albans
W. A. Frost & Co....Selby and Western avs.
Straight Bros..........Rondo and Grotto sts.
A. A. Campbell..................235 Rondo st.
A. T. Guernsey..................171 Dale st.
Brackett's.............Victoria and Selby av.

MERRIAM PARK.
A. L. Woolsey....St. Anthony and Prior avs.

ARLINGTON HILLS.
C. R. Marelius....Cor. Bedford and Decatur
A. & G. A. Schumacher........954 Payne av.

LOWER TOWN.
William K. Collier........Seventh and Sibley
Joseph Argay....Cor. Grove and Jackson sts.
M. D. Merrill..........................442 Broadway

WEST SIDE.
The Eclipse......S. Robert and Fairfield av.
George Marti......Wabasha and Fairfield av.
Concord Prescription Store..State and Concord
A. T. Hall..........South Wabasha and Isabel

WEST SEVENTH STREET.
A. & G. A. Schumacher..499 West Seventh st.
J. J. Mullen..Cor. James and West Seventh st.

UPPER TOWN.
S. H. Reeves......Moore Block, Seven Corners
C. T. Heller..........St. Peter and Tenth sts.
B. J. Witte..................29 East Seventh st.
F. M. Crudden..........................496 Rice st.
W. E. Lowe..........Robert and Twelfth sts.
Ray Campbell ....Rice and Iglehart sts.

UNION PARK.
C. A. Monchow....University and Prior avs.

NO AD. LESS THAN 20 CENTS.

Situations Wanted, Male and Female Help, Business Chances, Horses and Carriages, Lost or Found, Real Estate, For Rent, Etc., ONE CENT PER WORD EACH INSERTION.

Personal, Clairvoyants, Palmists, Massage, Medical, Etc., TWO CENTS PER WORD EACH INSERTION.

NO AD. LESS THAN 20 CENTS.

HELP WANTED—Male.

BANKERS' LIFE ASSOCIATION, assets, $850,000; largest, strongest, best, Minnesota life company, wants capable agents; gives producers every assistance. Address Douglas Putnam, Secretary, St. Paul.

BLACKSMITH—Wanted, blacksmith for railroad work; free fare. Moore & Co., 179 East Third st.

MEN WANTED to learn barber trade; growing demand for our graduates; only eight weeks to complete; as special inducements now a complete outfit of tools donated. Established 1893; incorporated 1897. Illustrated 1898 catalogue free. Moler's System Barber and Hairdressing College, 223 Washington av. south, Minneapolis.

SALESMAN—Personally well acquainted preferred, wishing to make a few dollars before Christmas holiday; specialty at low price. 152 East Sixth st.

WANTED—Men and Women to Work at Home—I pay $8 to $16 per week for making crayon portraits; new patent method; anyone who can read or write can do the work, at home, in spare time, day or evening; send for particulars and work at once. Address H. A. Gripp, German Artist, Tyrone, Pa.

WANTED—Reliable men, with teams, to travel in different counties; good pay to good men. Address Wm. N. Moore, Windom, Minn.

$30 A WEEK and expenses paid; men to sell cigars on time; experience unnecessary. W. L. Kline Co., St. Louis.

HELP WANTED—Female.

HOUSEWORK—Wanted, good girl for general housework, must be able to cook, at 294 Aurora av.

WANTED—Five experienced girls at The Boston Candy Company, East Seventh st.

SITUATIONS WANTED—Male.

EMPLOYMENT—Young man (Scotchman) would like position of some sort; not afraid of work. Address 613 First av. north, Minneapolis. R. McConchie.

WANTED—A position by a teacher holding first grade county certificate; long experience; can furnish best of references. Address G., Box 293, St. Paul, Minn.

SITUATIONS WANTED—Female.

HOUSEKEEPER—Wanter,a position as housekeeper, where other help is kept; understand buying and not afraid of work; good city references. Address Mrs. M. A. Clark, General Delivery.

DRESSMAKING.

DRESSMAKING—Stylish and rapid dressmaker will work in families; perfect fit guaranteed; best references. Address 493 Selby av.

BUSINESS CHANCES.

FOR SALE—A retail butter store, well located, doing a cash business of $80 per day; price, $1,500; good reasons for selling. Address T 10, Globe.

LOST AND FOUND.

PAPERS LOST—Monday afternoon, package of private papers, containing deeds and bank book. Reward if returned to 649 Dayton av.

TO EXCHANGE.

TO EXCHANGE—New goods exchanged for second-hand. Cardozo Furniture and Exchange Company, 232 East Seventh st.

PILES.

SAFE, LASTING CURE.

Itching piles, bleeding, blind or protruding piles, safely and permanently cured by the PYRAMID PILE CURE. Absolutely safe, contains no opium, cocaine or injurious drugs. 50 cents and $1 at druggists. Book on cause and cure of piles sent free by addressing Pyramid Co., Albion, Mich.

WANT ADS.

AUCTION SALES.

A. G. Johnson.

FINE HOUSEHOLD FURNITURE AT AUCTION—I will sell at public auction in the residence No. 587 Olive street, on Tuesday, Dec. 21, at 10 a. m., all the furniture, consisting of parlor suit, fine leather couch and rockers, elegant oak dining room set, with leather seat chairs, fine bed room suits, iron beds, center tables, chiffonier, one very fine Swiss music box, all the silk and chenille draperies, curtains, etc.; also the carpets throughout, of Moquette, Brussels, ingrains, rugs, one gas stove, one six-hole cooking range (with water front), refrigerator, cooking utensils, dishes, etc. These goods are first-class and are almost as good as new; parties looking for bargains cannot afford to miss this sale. A. G. Johnson, Auctioneer, 419 and 421 Jackson st.

FOR RENT.

Houses.

HOUSE—For rent, 587 Olive street, eight-room house, south front; window shades through entire house; bath, gas, furnace; all modern conveniences; in first-class order. Apply 585 Olive st.

Rooms.

ROOMS—For rent, nicely furnished rooms; steam heat, with bath and gas; rent reasonable. Call at 234 West Fifth st., second floor.

FOR SALE.

LUMBER—For sale, 2,000,000 white pine lumber, 500,000 hard wood lumber. Address Abe Johnson, Marine Mills, Minn.

FOR BIG BARGAINS in slightly used household goods, don't overlook the Town Market, 25-27 South Fifth st., Minneapolis. J. T. Ranger, Manager.

RELIEF SOCIETY Employment Register.

Office 141 East Ninth Street. Telephone 183.

We want work for the following worthy persons:

A YOUNG woman stenographer and typewriter; the support of an invalid mother.
AN EXPERT penman to address envelopes or invitations.
A MAN to put out calendars.
A MAN to attend furnaces.
A BOY to do chores or drive; the only support of a widowed mother.
WOME..N to do washing, housecleaning and caring for the sick.
MEN to saw wood; clean off snow, and do odd jobs.

HORSES AND CARRIAGES.

HORSES! HORSES!—Lumbermen take notice! 200 head of heavy logging horses weighing from 1,500 to 1,800 lbs. for sale at low prices at Barrett & Zimmerman's stables, Minnesota Transfer, St. Paul, Minn.; part time given if desired; take interurban car from either city.

MEDICAL.

ANNA MACK, from Chicago; baths of all kinds; select massage. 186 East Seventh st.

LADIES! Chichester's English Pennyroyal Pills (Diamond Brand), are the Best. Safe, Reliable. Take no other. Send 4c., stamps, for particulars, "Relief for Ladies," in letter by Return Mail. At Druggists. Chichester Chemical Co., Philada., Pa.

DR. MARGUERITE DE LAITTRE—Massagist, manicuring. 56 East Seventh st.

PERSONAL.

PRIVATE HOME for ladies before and during confinement. At Mrs. M. A. Streeter's, 2431 Sixth st. north, Minneapolis. Take Camden car.

Notice of Mortgage Sale.

DEFAULT HAVING BEEN MADE IN THE conditions of a certain mortgage bearing date of January 15th, 1890, made by Michael Moynahan and Julia Moynahan, his wife, mortgagors, to Thomas Cochran, mortgagee, and recorded in the office of the Register of Deeds of Ramsey County, Minnesota, on January 22d, 1890, in Book 233 of Mortgages, on page 93, which said mortgage was duly assigned to Mabel M. Blain, by instrument in writing, dated February 21st, 1890, and recorded in the office of said Register of Deeds, February 24th, 1890, in Book 29 of Assignments, on page 195, and upon which said mortgage there is now due and payable the sum of fifteen hundred twenty-one and 80-100 ($1,521.80) dollars of which sum, the sum of $15.40 has been paid by said assignee for fire insurance on the property in said mortgage described.

Now, therefore, Notice is hereby given, that by virtue of the power of sale in the said mortgage contained and the statute in such case made and provided, the said mortgage will be foreclosed by a sale at public auction, to the highest bidder for cash, of the premises therein described, to be made by the Sheriff of said County, at the Cedar street entrance of the Ramsey County Court House, in the City of St. Paul, Ramsey County, Minnesota, on Wednesday, January 5th, A. D. 1898, at ten o'clock in the forenoon, to satisfy the amount which will then be due upon the said mortgage, the costs and disbursements of sale, and seventy-five dollars attorney's fees, stipulated to be paid in case of a foreclosure of the said mortgage.

The premises described in the said mortgage and so to be sold are all that tract or parcel of land in the County of Ramsey and State of Minnesota, described as follows, to wit: Lot number (5) of Ransom's Rearrangement of lots numbered one (1), two (2), three (3) and four (4), of Weide and Dawson's Garden Lots, according to the plat thereof on file and of record in the office of the Register of Deeds aforesaid.

Dated at St. Paul, Minnesota, November 18, 1897.

MABEL M. BLAIN,
Assignee of Mortgagee.

Stringer & Seymour, Attorneys for Mortgagee, National German-American Bank Building, St. Paul, Minnesota.

U. S. Marshal's Notice of Sale.

UNITED STATES OF AMERICA, DISTRICT of Minnesota, Third Division.

By virtue of a writ of venditioni exponas, issued out of and under the seal of the District Court of the United States for the District of Minnesota, Third Division, at the suit of Herman Mercord and Louis H. Brandemuehl, co-partners as Mercord & Brandemuehl, against the Steamboat Abner Gile, I will sell at public auction the said Steamboat Abner Gile, her boilers, engines, tackle, apparel and furniture to the highest bidder for cash, such sale to be made on said steamboat, now lying in the Mississippi river at the edge of Raspberry Island, in the City of St. Paul, in said District, on Monday, the 27th day of December, A. D. 1897, at 3 o'clock in the afternoon of that day.

R. T. O'CONNOR,
United States Marshal.

John H. Ives, Proctor for Libelant.

Dated at St. Paul, Minn., December 20th, 1897.

PAPER POOL.

Deal Fixed Up to Stop the Cutting of Prices.

MILWAUKEE, Wis., Dec. 20.—A Journal special from Appleton, Wis., says: It is reported that the makers of book paper of Wisconsin, Michigan, Indiana and Ohio, have formed an association to stop the cutting of prices in this product and to fix a minimum price. It is also said that Eastern manufacturers may co-operate in the movement. Nearly every mill in the four states is represented and the action taken is one of the greatest importance.

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