ROYAL

BAKING POWDER

Absolutely Pure

Made from grape cream of tartar most highly refined and chemically pure. Leaves neither acid nor alkali in the food.

Care must be taken to avoid baking powders made from alum. Such powders are sold cheap, because they cost but a few cents per pound. Alum is a corrosive acid, which taken in food means injury to health.

ROYAL BAKING POWDER CO., 100 WILLIAM ST., NEW YORK.

WANT HIM LET ALONE

NORTHWESTERN TELEPHONE COMPANY OBJECTS TO FREQUENT ARRESTS OF FREEDY

TO ASK FOR AN INJUNCTION

Company Engaged in Stringing Wires on Unauthorized Poles on Hoffman Avenue and Wishes No Interference.

Preliminary to airing in the courts what they think are their rights, the Northwestern Telephone company will today ask that the city be enjoined from causing the arrest of its superintendent, B. L. Freedy, or in any way interfering with his work while engaged in stringing wires on a line of poles on Hoffman avenue, near Third street.

The company started to work yesterday, but recognizing that Mr. Freedy would be arrested, secured immunity by a promise to bring injunction proceedings and have the controversy settled on its merits in the district court.

The line of poles in question was erected without any authority from the city about three years ago, and yesterday when a permit for the placing of wires on them was demanded of City Engineer Claussen he refused it.

Assistant Corporation Attorney Briggs, who has had this particular matter in charge, says it is not the intention of the city to hamper the company, but to demand of it that it shall at least obtain the city's permission to encroach on the streets. A permit to plant poles, he says, carries with it the privilege of attaching wires, but in this particular instance the company has no permit for the poles. If that permission is asked, and granted, there will be no further hindrance.

In a case in the municipal court involving a similar point the company won, but what view the district court will take is not known.

TWO OPINIONS LIKELY

RUMORED COURT WILL DIVIDE ON NORMAL SCHOOL FIGHT.

There was considerable disappointment expressed at the failure of the supreme court to render a decision in the case of the normal board against the state board of control yesterday. Both bodies had expected the decision, and the normal board is especially disappointed, as the board meets at Duluth next Wednesday, at which time many important questions must be decided, and upon which the court's opinion would have great effect. It is rumored that the court reached a decision last week, and is busy now preparing majority and dissenting opinions, three of the justices favoring the contention of the normal board and two holding for the board of control.

The importance of the case is such that the court will necessarily prepare the opinions with great care. President Ankeny, of the normal board, feels entirely confident that the decision will uphold the contention of the normal school people. If such proves to be true, it is likely that the board of control will have to appear in the supreme court again, as it is intimated that other state institutions will attack the law on the same grounds that the normal board did.

A new-fashioned cap for an old-fashioned Winter—the Gordon patent cap.

Holiday Excursion Rates to Eastern Points Via "The Milwaukee."

December 12th, 13th, 14th and 15th "The Milwaukee" will sell round-trip excursion tickets from St. Paul and Minneapolis to principal points in Canada and New England at one-half rates.

Also, December 16th to 22nd, inclusive, cheap round-trip rates will be made for the entire East.

All tickets good on "The Milwaukee's" celebrated Pioneer Limited—the famous train of the world.

Call on C., M. & St. P. agents or write J. T. Conley, A. G. P. A., St. Paul, for full information.

THE ANDREW

SCHOCH

GROCERY CO.,

Broadway and Seventh.

The original Schoch store is at Broadway and Seventh. We advertise for no other store. This is the ONLY store where best goods are cheap. Prices quoted are good in grocery store only. We have no interest in any butcher shop.

Hen Chickens per lb..... 6c

Spring Turkeys	Per pound	8c
Spring Ducks	Per pound	9c
Geese	Fancy fat, per pound	9c
Standard Oysters	Per quart	25c
Solid Meat	Oysters, per quart	35c
Seedling Oranges	Per dozen	12c
	Per box, $2.25.	
Florida Oranges	Per dozen	20c
Herring	7 pounds fresh water	25c
Golden Dates	Four pounds	25c
Goose Breast	Smoked, per pound	50c
Coffee	"Palmer House" Java and Mocha, per pound	25c

As good or better than 35-cent coffees at other stores.

Coffee	Schoch's "Private Growth" Java and Mocha, the best in town, at per pound	40c
Pears	German, whole dried, per pound	20c

Lebkuchen and Pfefferneusse.

Try our matchless fresh "Home Made" Pound Cakes, Layer Cakes and other fancy pastry.

Doughnuts	Fresh, per dozen	8c
Buns	Fresh, per dozen	8c
Sauerkraut	New, per gallon	20c
Jonathan Cider	Per gallon	30c

Mince Meat Purest and best made, per pound..... 12½c

CHRISTMAS CIGARS.

A full line suitable for Christmas Presents.

"General Dearborn" These well known and popular 5c Cigars, all day tomorrow at our cigar department.

7 for 25 Cents.

Vegetable Dept.

Matchless goods, fresh for your Sunday dinner, at prices to please the most economical.

Crisp Celery, per bunch	10c
Green Onions, per bunch	2c
Radishes, per bunch	5c
Cauliflower, per head	10c
Fancy home-grown Head Lettuce, per head	5c
Cucumbers, each	10c
Endive, per head	3c
Cabbage, per head	3c
Red Onions, per peck	25c
Spinach, per peck	30c
Celery Root, each	2c
Leeks, each	2c

Mushrooms, egg plant, tomatoes, parsley, mint, watercress, oyster plant, red cabbage, Holland squash, pumpkins, etc.

Fresh Candies.

Italian Cream Candies, per lb	15c
Finest Cream Candy, per lb	18c
Old-Time Mixed Candy, per lb	10c
Finest Bon Bons, per lb	25c

Butter 5-pound jar Fancy Dairy..... $1.15

Fresh Smoked Sugar-cured Ham, per lb	12½
Swift's "premium cured" Bacon, by the strip, per lb	12½c
Brick Cheese, by the brick, per lb	11c
JONES' DAIRY FARM SAUSAGE.	
Spiced Herring, per pail	65c
Imported Anchovies, per can	20c
Comb Honey, per comb	12½c

ALL KINDS OF SMOKED SAUSAGE.

The Andrew Schoch Grocery Co., THE BIG STORE. Broadway and Seventh, St. Paul.

LAW POINTS SETTLED

SUPREME COURT DECIDES SEVERAL IMPORTANT CASES

TRUST FUND RULES LAID DOWN

Compound Interest Cannot Be Charged Except in Case of Fraud—Peculiar Case of Employer's Liability.

The supreme court yesterday handed down nine decisions, in only one of which the verdict of the lower court was reversed. In the case of the St. Paul Trust company, trustee of the estate of Charles D. Strong, deceased, against Abigail Spurr Strong, and others, Justice Collins modifies the ruling of the Ramsey county district court, holding that the trustee company need pay only simple interest on an investment of $78,000 which was rejected. The lower court awarded compound interest.

The Strong estate consisted principally of promissory notes to the amount of $105,000, the last of which was due in 1894. These notes were all promptly paid. The will had provided that they should be reinvested in such a manner that the widow would be provided with an annual income of $2,500. A small legacy was left to a friend.

The trust company kept a separate account of the money, but did not keep the money itself separate from its own or other funds in its charge. The funds were invested, and all of the investments were approved except six notes to the amount of $78,000 in the aggregate. These notes, with the mortgages, were rejected. The court, in sustaining the rejection and surcharging the trust company with the amount, provided for the payment of the legal rate of interest, which was 7 per cent up to November, 1899, when, in accordance with a law passed by the legislature of that year, it was reduced to 6 per cent.

The Ramsey county district court held that the interest should have been compounded on the money held by the company. The supreme court modifies this order, holding that simple interest only should be charged.

The decision contains seevral important rules laid down for the handling of trust funds.

Justice Brown affirms the judgment of the Red Lake county district court which awarded $3,000 to Albert Gray in his damage case against the Red Lake Falls Lumber company. Gray was an employe of the defendant company, and while engaged in "decking" logs he was caught beneath some logs and so badly crushed as to necessitate an amputation of his lower limbs. It was alleged that the accident was directly due to the incompetence and carelessness of a fellow employe, of whose incompetence Gray had repeatedly informed the company. The court holds that a master is required by law to provide his employes with competent fellow servants with whom they are associated in the line of their employment.

Justice Brown also affirms the order of the district court of Hennepin county in the case of Charles J. Swanson vs. J. L. Andrus. Swanson had a contract to furnish fireproofing for six stories that were to be added to the Andrus block. After he had made preparations to complete his contract, Thorpe Bros., agents for Mr. Andrus, ordered him out of the building and refused to allow him to do the work. Swanson sued to recover the cost of material he had prepared for the work, and for the profits he might have made had he completed his contract. The court holds that he can recover on the six stories originally decided upon, but not for two additional stories which were added subsequent to his receiving the contract.

Syllabi in the cases decided are as follows:

St. Paul Trust Company, as Trustee under the will and codicil of Charles D. Strong, deceased, appellant, vs. Abigail Spurr Strong et al., respondents.

1. A trustee cannot legally purchase on his own account that which his duty or trust requires him to sell on account of another, nor can he purchase on account of another that which he sells on his own account. He is not allowed to unite the two opposite characters of buyer and seller.

2. The foregoing well established rule is not changed or abrogated by the provisions found in G. S. 1894, Secs. 2841 to 2854, under which annuity, safe deposit and trust companies are organized in this state.

3. The various restrictions and obligations which the statutes impose and cast upon these companies were introduced to safeguard and protect their patrons, and were not designed for the benefit or advantage of the organizations therein provided for. There was no intention to set aside well settled rules for the conduct of private trustees by these provisions, but, upon the other hand, it was the object and purpose to insure a rigid observance of such rules by statutory restrictions and regulations.

4. This plaintiff v. Kittson, 62 Minn., 408, distinguished on one point on the facts from the present case.

5. To establish the ratification of any particular act performed by another, the facts involved must not only be proven, but it must be shown that such ratification was made with full knowledge of all the material particulars and circumstances.

6. The general rule is, that if an executor or trustee mingles trust funds with his own money, or uses the same in his private business, he will be charged with simple interest at the legal rate established by law in the abence of special agreements, but this rule is subject to certain qualifications. And another general rule is that only in cases of fraud or flagrant breach of trust should a trustee be charged with compound interest.

7. Where a trust company has actually appropriated trust funds by mingling the same with its own money when depositing the same in banks, interest should should be charged from the day it received the money, because of the fair presumption that it was used by the company from that day for its own profit. —Collins, J.

Albert Gray, respondent, vs. Red Lake Falls Lumber Company, appellant.

1. A master is required by law to provide his servants competent fellow servants, with whom they are associated in the performance of the work of their employment. If a servant complains of and notifies the master that a fellow servant, with whom he is associated, is incompetent and unfit for the work in which they are jointly engaged, and the master promises to replace the incompetent with a competent workman, in consequence of which he is induced to remain in the master's service, the complaining servant may continue in such service for a reasonable time to enable the master to fulfill his agreement, during which time he does not assume the risks incident to or arising from such incompetency, unless they are so obvious and imminent that a person of ordinary care and prudence would not incur them; but it does not necessarily follow that because he does not, as a matter of law, assume such risks that he may not be chargeable with contributory negligence with respect to his own conduct.

2. In actions founded on this principle of the law, to recover damages for injury to the complaining servant, the question whether the risks are so obvious and imminent that a person of ordinary care and prudence would not incur them by continuing in the work associated with the incompetent servant, and whether the complaining servant is chargeable with contributory negligence, are ordinarily questions of fact for a jury to determine.

3. Evidence examined and held to present issues for the determination of a jury with respect to both those questions, and that it sustains their verdict. Order affirmed. —Brown, J.

T. C. Shove, appellant, vs. E. J. Martine and W. G. Martine, respondents.

1. In an action brought upon promissory notes wherein the defense alleged was a valid agreement to indorse upon one of said notes a certain sum of money, it is held that the verdict, in effect sustaining this defense, was supported by the evidence.

2. Certain assignments of error, relating to rulings of the court during the trial, considered and disposed of. Order affirmed. —Collins, J.

Jane Parsons, respondent, vs. Hannah C. Vining, appellant.

In an action for specific performance of a contract to convey land, held that the conclusion of law to the effect that there had been no forfeiture of the contract and that the plaintiff was entitled to a conveyance of the land, is sustained by the trial court's findings of fact. Judgment affirmed. —Start, C. J.

State of Minnesota, respondent, vs. John Renswick, appellant.

1. If, in the prosecution of a party for subornation of perjury, it is sought to establish the fact that perjury was committed by the person suborned, his testimony must be corroborated as to such fact. But the alleged fact that he was induced to commit the crime by the accused may be established by his uncorroborated testimony if it satisfies the jury beyond a reasonable doubt.

2. Evidence considered, and held that it sustains the conviction of the defendant of the crime of subornation of perjury, and that the testimony of the party suborned is corroborated within the rule stated.

3. The court did not err in its rulings as to the admission of evidence, nor in its instructions to the jury. Judgment affirmed. —Start, C. J.

In re Appeal of Hennepin County, etc.; Arnold Kuhlo and Frank F. Ellerbe, copartners as Kuhlo & Ellerbe, appellants; vs. Board of County Commissioners of Hennepin County, respondent.

State ex rel. Johnson vs. Smith, recently decided by this court, followed and applied. Order affirmed. Per Curiam.

A. C. Dervort, appellant, vs. Northwestern Fuel Company, defendant; John A. Vye, substituted defendant, respondent.

The controversy in this case was as to whether the plaintiff or the intervening defendant was entitled to the proceeds of certain wood sold to the original defendant. Held, that the findings and decision of the trial court, to the effect that the intervening defendant was entitled to the proceeds, are sustained by the evidence. And, further, that the court did not err in receiving in evidence certified copies of certain documents filed in the office of the town clerk. Order affirmed. —Start, C. J.

Charles J. Swanson, respondent, vs. John E. Andrus, appellant.

1. Evidence offered for the purpose of affecting the credibility of a witness must, except when coming from the witness himself on cross-examination, be confined to proof of his general reputation for truth and veracity in the place of his present or recent residence.

2. A ruling of the trial court striking out the statement of a witness because a conclusion, and not the statement of an evidentiary fact, and an instruction to the jury that certain agents of defendants had authority from him to enter into the contract involved in the action, considered and held not erroneous. —Brown, J.

William J. Barker, respondent, vs. Pine Tree Lumber Company, appellant.

In an action brought to recover for personal injuries received by plaintiff while in defendant's employ, in which action he obtained a verdict, it is held that from the evidence in the case it conclusively appears that he was guilty of contributory negligence precluding a recovery of damages. Order reversed; new trial granted. —Collins, J.

Suing on Unexpired Lease.

John W. Cunningham has begun action in the district court against Louisa A. Starkweather to recover $360.86 by reason it is alleged of her abandonment of a lease of the premises 455 Portland avenue before the expiration of the term stipulated in the agreement.

MOTORS WERE OF LITTLE USE.

Fred Schiffmann Bought Two That Were Not as Represented.

Fred C. Schiffmann has begun suit in the district court against the Gardner Motor company, limited, of New Orleans, to recover $2,215, which he claims to be due him by reason of the fact that two gasoline motors which he purchased from the company for the sum of $2,064 were not as represented in the contract. The Springfield Fire and Marine, North German, St. Paul Fire and Marine and Aetna Insurance companies, which are believed to be indebted to the defendant company on policies of insurance, are made garnishees to the suit.

The complaint in the case alleges that the two Gardner motors in question which were purchased by Mr. Schiffmann March 30, 1901, were represented, guaranteed and warranted by the defendant company to be of twenty-four horse power and perfect and complete in construction. It is further alleged that the machines proved to be of faulty construction, and that when put into service they did not develop more than 4.53 horse power.

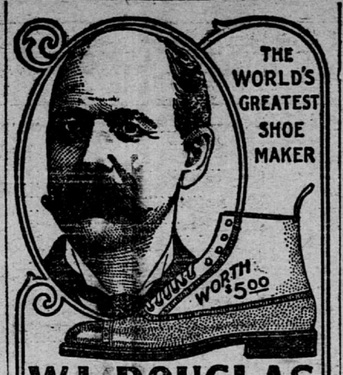
HUBBY WAS DESERTED TWICE.

Now F. Baker Jr. Thinks He Is Entitled to a Divorce.

John F. Baker Jr. has petitioned the district court to divorce him from Caroline Miller Baker. The complaint relates that the plaintiff's age is twenty-five and the defendant's thirty years, and that they were married at Chicago July 8, 1898; that defendant deserted plaintiff in March, 1900, but he condoned the desertion and they afterward resumed their marital relations until September, 1900, when she deserted him a second time, and has since continued to live apart from him. The defendant now lives in Chicago.

Given Leave to File Answer.

Judge Lewis filed an order yesterday in the case of Frank Hall against Bernard Kohn et al., overruling the demurrer interposed by the defendants to the amended complaint. It is also ordered that the defendants shall have twenty days to answer the amended complaint, upon payment of $10 costs.



W. L. DOUGLAS $3.50 SHOE UNION MADE

BEST IN THE WORLD FOR MEN FOR MORE THAN A QUARTER OF A CENTURY

the reputation of W. L. Douglas $3.50 shoes for style, comfort and wear has excelled all other makes sold for $3.50. This excellent reputation has been won by merit alone.

W. L. Douglas shoes have to give better satisfaction than other makes because his reputation for the best $3.50 shoes must be maintained.

The standard has always been placed so high that the wearer receives more value for his money in the W. L. Douglas $3.50 shoes than he can get elsewhere.

This is the reason W. L. Douglas sells more men's $3.50 shoes than any other two manufacturers in the world.

W. L. Douglas $3.50 shoes, placed side by side with $5 and $6 shoes of other makes, are found to be just as good, and it is impossible to see any difference. They will outwear two pairs of ordinary $3.50 shoes. A trial will convince you they are the best in the world.

W. L. Douglas $3.50 shoes are made in all the modern styles, and all kinds of American and imported leathers, same as used in $5 and $6 shoes.

Boys all wear W. L. Douglas $3.00 shoes; Youth's, $1.75. Box Calf, Kangaroo Kid, Lewis Patent Leather.

Sold by 63 Douglas stores in American cities selling direct from factory to wearer at one profit; also by best shoe dealers everywhere.

Shoes sent anywhere for $3.75.

How to Order by Mail.—If W. L. Douglas shoes are not sold in your town, send order direct to factory. Take measurements of foot as shown in model; state style desired; size and width usually worn; plain or cap toe; heavy, medium or light soles. Illus. Catalog free.

W. L. DOUGLAS, Brockton, Mass.

Fast Color Eyelets and Rodiko Always Black Hooks Used Exclusively.

ST. PAUL STORE: 428 WABASHA ST., cor. 7th.

NETWORK OF TRACKS

SEVERAL FACTORIES DESIRE TO LAY TRACKS ON FILL NEAR PUBLIC BATHS

DR. OHAGE WILL PROTEST

Says He Foresaw Omaha Spur Track Would Eventually Mean a Source of Danger to Bath Patrons.

The Gedney Pickling works and several West side manufactories bordering on the fill connecting the Wabasha street bridge with the public baths are preparing to petition the council for permission to connect their factories with the main spur track of the Omaha road by means of switches. Dr. Ohage serves notice that any further encroachment on the fill will be vigorously opposed by him.

"That fill," said the doctor yesterday, "is for the purpose of providing a safe and convenient passage way to the baths and if I can help it, it won't be cut up with any more railroad tracks. I knew what was coming when the Omaha spur was proposed and that is the reason I opposed it so vigorously. They told me the entrance to the island bridge would be protected, but unless it is a big sign, "Look out for the cars" and a dirty rag stuck up on a stick, I have so far failed to see that protection. Older persons, I suppose, can read and act accordingly, but to the children it does not constitute a safeguard.

"Harriet Island will be one of the most valuable pieces of property owned by the city in five years, and I don't propose to stand idly by, and see it surrounded by a network of tracks. If the council had desired it and allowed an appeal to the supreme court, things would have been different now. They have it to answer for, not me."

The proposed switches will diverge from the spur track which extends to a point below the Wabasha street bridge, and Dr. Ohage objects to the fact that they will all cross the fill which the council has been asked to appropriate $5,000 for the purpose of improving.

A proposition was advanced to place a fill to the north of the tracks, but the expense, it is claimed, would be too great.

OWNERS ASK HIGH FIGURE

For Sibley Street Property Assessed at $28,330, They Want $125,000.

For the property necessary to permit the widening of Sibley street in the vicinity of the union depot the owners ask $700 a front foot, the total approximating $125,000.

Investigation by the board of public works develops the fact that it is assessed for only $28,330. The board is also looking up liabilities standing against the property.

MRS. W. G. CARLING DEAD.

Wife of Well Known Restaurant Keeper Dies From Brain Disease.

Margaret I. Carling, wife of William G. Carling, the well known restaurant man, died yesterday forenoon at the family residence, 550 Summit avenue. Mrs. Carling has been ailing for the past nine months with a tumor of the brain, and her death was not unexpected.

She was forty-one years of age and was born in Seaforth, Canada. The funeral will take place from the residence at 2:30 o'clock Monday afternoon.

SELECTED

...STOCK...

Of Choice Beef, Veal, Lamb and Mutton for Saturday. Tons of fine Poultry.

..WE ASK YOU..

to take in consideration our clean market—our large stock—our enormous large cash trade—that explains the fact that we are in a position to make prices.

..POULTRY..

Chickens	Fresh dressed	6c, 8c, 10c
Turkeys	Always the young, tender	8c, 9c, 10c
Ducks	Fancy, fat	8c and 10c
Geese	Fat, plump, tender	8c and 10c

BEEF SALE.

Sirloin Steak	Special, one day	9c
Porter House	Same lot	10c
Sirloin Roast	Same lot	9c
Porter House	Roast, same lot	10c
Pot Roast	Special price	7c
Rib Roasts	Very good	10c

This lot of meat is a special consignment of nice young tender Beef and you would pay for same elsewhere

10c, 12½c and 15c.

REMEMBER THIS.

Our finest beef only costs you:

Steaks	15c and 18c
Roasts	12½c and 15c

Lamb and Mutton.

Best	Mutton Legs	8c
Best	Lamb Legs	11c
Best	Mutton Chops	8c and 12½c
Best	Lamb Chops	12½c and 15c
Very Good	Bacon big piece	9c
Very Good	Stewing Oysters per quart	25c
Best	Picnic Ham special	8c

Butter, 18c and 25c; Eggs, 22c and 28c; Cheese, 10c and 12½c.

The new up-to-date market is worthy the confidence of all St. Paul's Meat Buyers.

PROVISION COMPANY, 447-449 Wabasha St. Tel. 741 Main.

Sleds, Moccasins

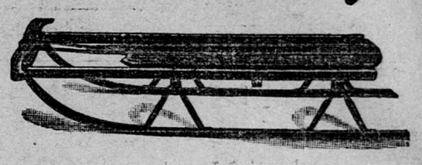
All Steel Sleds. Highest Quality Grade.

No. 1. Regular 75c. Special only..36c

No. 2. Regular $1.25 Special only..59c

No. 3. Regular $1.75 Special only..87c

Special Sale on Both Today



We are Headquarters for Curling Stones, Game Boards, Skates, Skis, Toboggans, Gramaphones, Athletic Supplies, Boxing Gloves.

250 Pairs Genuine Canadian Moose (not cowhide, as others sell), Moccasins, Regular price $1.50. Special Saturday only..... 98c

Burkhard's - 319 Robert St.

Burlington Route

COMPARTMENT SLEEPING CARS

Ladies traveling alone or with small children, secure absolute privacy. Every detail of convenience has been provided.

These cars on our Chicago Limited are unequaled for elegance and comfort. Reservations made at

Ticket Offices—400 ROBERT ST. (Hotel Ryan), ST. PAUL. 414 NICOLLET AVE., MINNEAPOLIS.

MUST PAY FOR CONROY.

State Notifies Ex-Clerk's Surety to Put Up.

The state has made a demand upon the United States Fidelity and Guaranty Company of Baltimore for $885 as surety for Thomas F. Conroy, as clerk of the municipal court, this being the amount of fines which it is claimed were collected, but not turned over to the dairy and food commission.

The demand is signed by Gov. Van Sant, State Treasurer Black, Dairy and Food Commissioner W. P. McConnell and Attorney General Douglas.

Scheffer Case Is Set.

The supreme court yesterday took up the habeas corpus case of Alfred Scheffer, of the firm of Scheffer & Rossum, against Sheriff Justus, and set it for argument Jan. 6. Mr. Scheffer was arrested for violating the anti-blacklisting law and found guilty in the St. Paul municipal court. He proposes to test the constitutionality of the law before the supreme court.

LOCAL LOW HOLIDAY RATES

Via the North-Western Line.

Fare and one-third for the round trip to any point within 200 miles of Minneapolis and St. Paul. Tickets on sale Dec. 24th, 25th, 31st, Jan. 1st, good to return Jan. 2nd, 1902. City Ticket Offices, 413 Nicollet Ave., Minneapolis; 382 Robert St., St. Paul.

GUILTY OF GRAND LARCENY.

John Flaherty Is Convicted of Robbing Peter Strand.

John Flaherty was last evening found by a jury to be guilty of the crime of grand larceny in the first degree. It was alleged that he and John Costello, who was indicted jointly with him, held up and robbed Peter Strand near the Westminster street bridge one night last June. The property alleged to have been taken from Strand consisted of a watch and chain and $2 in money.

Young Ritter Gets $250.

In the case of William Conley against George Ritter and Ida Ritter to recover damages for injuries to plaintiffs' son by being kicked by Ritter's horse, which he was leading to water, the jury yesterday returned a verdict awarding damages in the sum of $250 to the plaintiff. In a former trial Conley got a verdict of $1,000.

Maloney Must Give Up Trunk.

Justice Barker yesterday directed a verdict for Mrs. M. Sieders in her suit against James Maloney, proprietor of the Northern hotel, giving her damages to the extent of $25. The hotelkeeper seized the woman's trunk and refused to release it and she started the suit against him. The court held that a man named Howell was responsible for the woman's board, as he had made the arrangements with the proprietor.

AROUND THE HOTELS.

At the Merchants—A. C. Jones, Duluth; A. M. Schanke, Elmore; D. E. Towney, Winona; C. L. Zimmerman, Mandan; Robert Arkmore, Owatonna; W. K. Hunt and wife, St. Cloud; N. D. Warren, Fargo; S. R. Morley, Owatonna; A. G. Wass, Mandan; H. C. Dodd, Buffalo.

At the Ryan—F. D. Hogan, Grand Forks; C. Gilbert, Glencoe.

At the Windsor—W. O. Peales, Duluth; John Mullen and wife, Litchfield; W. A. Schomaker, St. Cloud.

At the Clarendon—F. C. Smalley, Owatonna, Minn.; R. J. Coritey, Melrose, Minn.; Peter Anderson, Melrose, Minn.; F. M. Clough, Eau Claire, Wis.; M. J. Hynes, Rosemont, Minn.; John Osborn, Rosemont, Minn.; F. G. Lennefelser, Chaska, Minn.; M. L. Johnson, Hamilton, Minn.; C. F. Smith, Spring Valley, Minn.

At the Metropolitan—T. F. Russell, Bottineau, N. D.; Paul Browne and wife, Rhinelander, Wis.; J. J. Klausman, Duluth, Minn.; W. A. Proctor, Anoka, Minn.

At the Foley—August Baltz, Wabasha, Minn.; W. E. Rogers, Duluth; James Morrison, Melrose; Allen Bufton, Eyota; T. W. Grue, Lake City; Mrs. F. E. Eddy, Verndale, Minn.; Charles Kesmer, Staples, Minn.; A. H. Hawley, Washington, D. C.; S. Elloseley, Burt, Iowa; Charles Baltz, Wabasha.

At the Sherman—M. Davis, Stanbery, Mont.

At the Kendall—Mrs. F. W. Woodward, Eau Claire, Wis.; A. Stephen, North Branch, Minn.; John Bloom, Walch, Minn.; Mr. and Mrs. George Rodenberg, White Bear, Minn.; C. W. Richard, Grand Forks, N. D.; W. H. Sanderson, Bismarck, N. D.; Ed Thurman, Fergus Falls, Minn.; Charles W. Rice, Buffalo, Minn.; Sam Haugdahl, New Sweden, Minn.; Mrs. E. E. Cleveland, Chippewa Falls, Wis.

CASTORIA. Bears the Signature of Chas. H. Fletcher. The Kind You Have Always Bought

Cheap Excursions.

To Canadian and New England Points By the Wisconsin Central Railway. Dates of sale December 12th to 22d. Return limit January 6th, 1902. City Ticket Office, 373 Robert street.

California?

Consult Minneapolis & St. Louis R. R. agents before starting, and get valuable pointers.

GREAT NORTHERN R'Y

Holiday Excursion Rates

For teachers and students during the Holiday Vacations. Call or telephone Great Northern Ry. Ticket Agent for rates, dates of sale and limits.

VITAL STATISTICS.

Births.

Mrs. R. Fathenbauer, 531 Van Buren, boy.
Mrs. Paul Buchholz, 598 Aurora, boy.
Mrs. Frank Windisch, 249 Concord, boy.
Mrs. Arnold Cpadino, 1076 Ross, girl.
Mrs. T. Schultzer, 709 Cook, girl.

Deaths.

Mrs. Eliza G. Foster, 405 Portland, 75 yrs.
John Porter, Marlowe flats, 79 yrs.
Anthony S. Cosgrove, 158 Custer, 69 yrs.
Mary Alexander, Rat Portage, 69 yrs.

DEATHS.

CARLING—In St. Paul, Minn., Dec. 13, 1901, at family residence, No. 550 Summit avenue, "Oakland flats," Margaret I., wife of William G. Carling. Funeral Monday, 16th inst., at 2:30 p. m.

ANNOUNCEMENTS.

THE TRUSTEES OF THE STATE SAVings Bank have declared a semi-annual dividend at the rate of 3 per cent per annum for the period ending Jan. 1, 1902. Depositors entitled to interest will please present their books for entry after January 20. The new interest period begins Jan. 1, 1902. **All deposits made on or before Jan. 3 will be entitled to six months' interest July 1, 1902.** Jul. M. Goldsmith, treasurer.

BRAND NEW HOLIDAY TICKETS TO all points in the East very cheap. It will pay you to investigate. Soo Line Ticket Office, 379 Robert st.

AMUSEMENTS.

GRAND Matinee Today At 2:30

CHARLES FROHMAN'S ORIGINAL VERSION OF THE LITTLE MINISTER With Frances Stevens as "Lady Babbie." Next Week—"Man's Enemy."

TOMORROW AFTERNOON AT 3:30, LAST CONCERT OF SERIES.

MINNESOTA STATE BAND

C. M. SELLING, Director.

Soloists: Mrs. Shepard Grigsby, Soprano. Mr. Franklyn W. Kreiger, Pianist.

Popular Prices, 25 and 50 Cents.

METROPOLITAN L. N. SCOTT, Lessee and Manager

Matinee Today—25c-50c-75c-$1.

Last Performance Tonight

The Casino Girl

Tomorrow Night—"Pudd'nhead Wilson." Dec. 19-20-21-22 Florodora.

STAR THEATER. Matinee Daily. Evenings at 8:15

SHERIDAN'S CITY SPORTS.

See the Female Basket Ball Contest. Next Week—The Utopians.

Good Seats
10c
20c
30c

EMPIRE THEATER High-Class Vaudeville. Matinee Daily at 2:30

Comedy: "I'LL DO WELL HERE"

By Chas. Ellsworth, followed by Geo. W. Bandy, America's Greatest Buck and Wing Dancer; Burkhardt Brothers, Winnegar Brothers, the Ellsworth, Ellises and Miss Felic.

E. N. RAY, Dentist, 424 Wabasha St., Cor. E. 7th St., St. Paul.

Until Dec. 30 I will make Aluminum Lined Plates worth $20.00 for $10.00, no charge for extracting where plates are ordered. Gold fillings $1.00 and up. Gold Caps and Crowns $5.00. We are honest and reliable, no cheap, humbug work.

E. N. RAY, COR. E. 7TH ST. AND WABASHA ST.

CHRISTMAS PHOTOGRAPHS.

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