CHICAGO July 20.—A dispatch from White Lake, Michigan, reports the death of Captain

Wm. Williams of the schooner Mary E. Cook

by the boom, while rounding to in White

Lake harbor and being an old man he sank

before help could reach him. Capt. "Billy,"

as he was familiarly called for years past, ha

been known in every important port on the

lakes and the Eastern shore. He and his

schooner are tamous as having miraculously

escaped destruction in 1883 during a terrifi-

gale in the spring of that year. Capt. Billy

and the schooner Mary Cook were caught in

the storm and driven before the wind right

on the outer breaker. Three vessels had

gone to pieces by doing the same thing but

the Mary Cook took a flying teap over the

impediment and found smooth weather and

safe anchorage in the basin. How it occurred

CHESTER PRISON, Ills., July 20.-Jero A

McCretes came here last March to serve 14

months for illicit distilling in Northern Ala-

bama, and Bud Higgins has been here for

four years on a ten-year sentence for rob-

bing a mail-carrier in Texas. Yesterday

afternoon the warden received official notice

of their pardon by President Cleveland and

they were released at once. McCrotes was

pardoned because he has always been a poor

industrious farmer and peaceable citizen with a large and belpless family to support. Hig-

gins, who belonged to a bad gang of stage

robbers, receives clemency because he is in

A Car Driver Assaulted.

night, as Julias Peterson, a driver on the

Park Avenue car line, was passing on Lake

street in the thinly settled portion of the city,

a rough looking tramp entered the car and

assaulted the driver from the rear, cutting

driver from the car, took the money box

containing \$15 and escaped. Peterson was

dragged under the car wheels and run over,

sustaining very serious injuries. Owing to

the killing of a car robber here last fall, by

a driver, the city was supposed to be free

Prohibition in Missouri,

JEFFERSON CITY, Mo., July 20.—Great excitement prevails in this state over the

Prohibition question. There is scarcely a

are not hard at work and so far they have

swept nearly everything. Official reports

show that in a number of the counties north

of the Missouri river dram shops have been

driven out and licenses refused. Rev. Sam.

Jones, Ex-Gov. St. John, Dr. J. A. Brooks, and a large number of local Prohibition ora-

tors are holding temperance meeting all over

the state. They have secured pledges from

Lawyers on Women's Rights.

NEW YORK, July 20.-The New York

arist to-day publishes the tegal opinions of

Emembers out of 57 of the New York bar

whose views the Women's Suffrage party

have obtained on the claim that women are

debarred by the state constitution from

voting. The 52 endorse Hamilton Wilcox's

legal work ontitled: "The Legislature's

Power over Suffrage," and concur with his

opinion that the claim that the constitution

listranchises women has no legal toundation.

Many of these opinions are from lawyers of

A Trip Across the Continent.

Boston for San Francisco at 3 p. m. to-morrow

conveying Abraham Lincoln Post 11, of

Charlestown, and a detachment of Dahlgren

Post 2, of South Boston. A New Hampshire

and at Springfield a delegation will be added.

The excursionists spend Thursday at Niagara

Falls, running thence direct to St. Louis,

arriving Saturday morning, Kansas City

will be reached that night, Hot Springs on

CHICAGO, Ill., July 20.-Ernest Holistock,

side on Best avenue, Lake View, paid with his life for his bravery yesterday. While he

and several play fellows were fishing in the

large clay hole of one of the brick yards west

of Clybourn avenue in the afternoon, two of

and succeeded in rescuing both but was him-

self exhausted and sank and was drowned.

Made Him Pay Over.

WASHINGTON, D. C., July 20 .- Several

weeks ago Third Auditor Williams discov-

ered that Pension Agent Sweet, Miss Ada

sweet's father, owed the government a sum

of money that still remained unaccounted

for on the books of the auditor's office. He

notified Miss Sweet, and has just received a

letter from her in Europe, enclosing a check

for \$831, the amount of Mr. Sweet's indebt-

Unjust Railroad Discrimination.

SPRINGFIELD, Ills., July 20 .- Suit has

been begun in the Tangamon county court

against the Illinois Central railroad company

who are accused of unjustly discriminating

in charging a greater rate for freight from Chicago to Mattoon than; to Kankakee. The

suit is brought at the instance of the state

board of railroad and warehouse commis-

Killing the Fish Wholesale.

PORT TOWNSEND, W. T., July 20. - Several

ugs coming up to Cape Flattery were struck

Saturday night by a tidal wave, which ran so

high that the tugs were buried at times. The

the waves had subsided the sea was found to

be covered with dead codfish, halibut and

salmon. The inference drawn was that the

wave was caused by a submarine eruption.

Riel's Followers Pardoned.

OTTAWA, July 20 .- The government has

pardoned Gabriel Dumont and Pierre

Dumas, the bravest of Riel's followers, and

remitted the forteiture of their land and

effects. The only state prisoners still held

are Big Bear and three other Indians who

were concerned in the Frog Lake massacre.

EVANSVILLE, Ind., July 20,-Henry C.

haefer, of this city, committed suicide yester

day by shooting himself through the head in

the presence of his wife. He left a note to his employers stating that he was short \$175

in his accounts which his wife would settle. He was 25 years old.

A Nihilistic Battle.

Sr. Petersburg, July 20.—The Warsaw police surprised a body of Nihilists holding a secret meeting last night and attempted

their arrest. The Nihilists resisted desper-ately and a terrific fight ensued in which

two police officers were killed and severa

WEATHER PROBABILITIES.

Eastern New York, Eastern Pennsyl-

generally fair weather, variable winds

FOR WEDNESDAY-Generally fair weather

and stationary temperature are indicated for he New England and the Middle Atlantic

stationary temperature.

WASHINGTON, D. C., July 20.-For

vania, Delaware and New Jersey

ommotion lasted about half an hour. After

edness in full.

BOSTON, July 20.-A special train will leave

three-fourths of the nominees

school district in which the Prohibitionist

from a recurrence of such depredations,

him with a knife. The robber then threw the

OMARIA, Neb., July 21 .- At 10:30 o'clock

the last stages of consumption.

Billy and his crew never could explain.

by drowning. He was knocked overboar

THE COUNTY MUST PAY

ALL THE MONEYS TO THE CREDIT O THE COUNTY OFFICERS.

The Salary Bill That Was Declared Unconst. tutional by the Supreme Court of the Commonwealth-The Opinion of Judge Livingston in Fall,

When the salary act was declared uncon stitutional a number of the county officers had credits at the treasurer's office for feeearned over and above their salaries and expenses. Register Stoner had a credit of \$1,428.66, Quarter Sessions Clerk Settley \$1.072.31, Prothonotary Skiles \$2,217.32, and District Attorney Eberly, \$1,745. The register, prothonotary and quarter sessions clerk demanded this money, and the commission fund it. These officials then brought suit against the county. A. Herr Smith, D. G. Eshleman and S. H. Reynolds were retained as special counsel by the commissioners, and H. M. North, George Nauman and J. Hay Brown represented the county officers. By agreement of counsel it was arranged to try the suits before one of the judges, without a jury, as the question in dispute was one of law and not of fact.

June 11 was the day fixed upon for the trials and the above counsel, with the addition of ex-County Solicitor Fry and Solicitor Shenck, appeared before the court. Judge Livingston presided. The first case called was that of Register Stoner. The testimony was very brief and in effect was that he was the duly elected register of the county, that he received certain sums of money by virtue of his office, that he made monthly returns to the county treasury in accordance with the provisions of the act of June 22, 1881, known

The defense did not offer any testimony, The questions involved were argued at great length and numerous authorities were cited. At the conclusion of the register's case it was decided not to try any of the others, as the principles involved were the same

Judge Livingston to-day filed his opinion in the Stoner case, giving judgment against the county for \$1,128.66, the full amount of his claim. Following is a copy of the opin-

The facts found by the court from the evidence presented are the following: Stoner, the plaintiff, was elected to the office of register of wills in the county of Lancaster, in the state of Pennsylvania, at the general election held in the county of Lancaster, in November, 1884, for the full

term of three years. 2. That C. F. Stoner, the plaintiff, was duly 2 That C. F. Stoner, the paintill, was duty commissioned by the governor of this com-monwealth as register of wills for the county of Lancaster, for the term of three years, commencing on the first Monday in January

a-sembly was passed by the Senate and House of Representatives of the commonwealth of Pennsylvania and approved by the governor on June 22, 1883, and found in pamphlet laws of 1885, at page 135, entitled an act "fixing salaries of county officers in counties containing over 100, 500 and less than 150,000 inhabitants and requiring the payment of the fees of such officers, into the respective county treasuries." In and by which it was inter-attactions. uries," in and by which it was inter alias enacted. That in all the counties in this commonwealth containing from 100,000 to 150,000 inhabitants, all fees limited and appointed by law to be received by each and every county officer therein elected by the qualified voters of their respective counties or appointed according to law, or which they shall be legally authorized, required or en-titled to charge or receive, shall belong to the county in and for which they are severally elected or appointed, and it shall be the duty of each of said officers to exact, collect and receive all such fees to and for the use of and fees as are levied for the state, which shall be for and to the use of the state and none of said officers shall receive for his own use or purpose whatever, except for the use of the proper county, or for the state as the case may be, any lees for any official service whatsoever.

whatsoever.

1. That it required said officers to keep special account tooks, the forms of which were to be prescribed by officers of the county therein designated, in which such fees were to be entered with day and date and paid over to the county treasurer on the first Monday of each month and duplicate resemble taken therefor, a receipt and transreceipts taken therefor, a receipt and trans-cript in detail of the fee account book or books, for each month, verified by oath to be filed with the county controller or auditors; who were to attend to receive and verify the same on the first Monday of each month and to file the receipt and transcript in the office and charge the county treasurer with the money for fees so paid in.

5. That if any of said county officers shall A that if any of said county officers shall receive or stipulate to receive from any deputies, or clerks appointed by him, or from any person or persons awarded any contract for advertising, or any other contract any sum or sums of money as percent age on the salaries of the said deputies, or clerks, or the amounts of profit of said contracts, or any sum or sums of money whattracts, or any sum or sums of money what ever, as compensation for making any of the said appointments or contracts, or shall ne-glect to render the accounts required as afore-said, or to pay over the moneys received tor said, or to pay over the moneys received for fees as required by this act, or shall wilfully neglect to make any proper entry in the book or books required to be kept, or shall wilfully neglect to charge for any official service the fees allowed by law, or shall take to his own use any such fees, or fail to comply with any of the provisions of this act or neglect to dis-charge any of the duties therein imposed, the same shall be descreted a misdemean or in office same shall be deemed a misdemeanor in office and in addition to the other penalties for such offenses, he shall upon conviction thereof re-fund the said sum or sums of money thus unlawfully received and shall be deemed in-

capable of holding longer the said office.

6. That if any such officer should wilfully swear talsely in verifying account, transcript or bill required by said act, he was to be

deemed guilty of perjury and upon convic-tion to liable to the punishment prescribed by the laws of the state for perjury.

7. That by said act all such county officers

were to be paid by fixed salaries in the manner therein stated. S. That said act was to take effect on the expiration of the terms of those officers who filled the county offices at the time of its passage, and it contained a clause repeating all laws or parts of laws, general or special, inconsistent with said act.

9. That the term of the incumbent of the

register's office of the county of Lancaster at the time of its passage of the act, continued up to the first Monday of January 1885, at which time C. F. Stoner became register. 10. That the county of Lancaster, the de-

10. That the county of Lancaster, the de-fendant, did demand and require that said C. F. Stoner, as register, should keep the spe-cial accounts required by said act, by pre-senting to him special account books, the forms of which were prescribed by the offi-cers of the county designated in the act and having her auditors to attend on the first Monday of each month to receive his returns and verify the same, to file the receipt and transcript in the office and to charge the county treasurer with the fees received of

him, the said register. 11. That the books being furnished to him by the county, the defendant, Mr. Stoner, as registered d as required; kept special accounts of the fees received by him in his office and did make returns thereof to the county anditors on the first Monday of each month for every month from the first Monday in January until the first Monday in September 1885.

12. Here follows an account of the money paid in each month aggregating \$4,161 is and the expenses \$2,733.32, having a balance in the treasury to his credit of \$1,428.66 and for this balance he brought this suit, the county having refused to pay the same

PLAINTIFF'S POSITION. It is contended on the part of the plaintiff. 1. That the payments made by him were not voluntary payments, but were involuntary and made under a well-grounded apprehension (founded upon the express terms of the act of June 22, 1883), of the immediate seizure of his person and of his removal from the office of register of wills. That there was compulsion—actual, present and poten-

tial inducing said payments which rendered

protest unnecessary.

2. That the payments were also made under mistake and ignorance of fact—the fact that the act of June 22, 1883, was unconstitutional and void, and he is therefore entitled to recover back the money thus paid.

DEFENDANT'S POSITION. It is contended on behalf of defendant. I. That the money was paid into the county treasury with full knowledge of all the facts and circumstances connected with the

case.

2. That the payments made were not compulsory. They were not made under any duress of person or property or under any impending danger of seizure or sale of prop-

3 That the payments made were purely voluntary, and therefore the money cannot be recovered back.

CONCLUSIONS OF LAW,

An examination of the laws of Pennsylvania relating to registers of wills and the office of register discloses the fact, that prior to and at the time of the passage and approval of the act of June 22, 1883, so far as the county of Lancaster was concerned, all the fees and emoluments of the register's office belonged to and were the property of the incumbentthe register, and that the county of Lancas-ter had no authority nor right to demand, claim, receive, take, have or appropriate to its own use, said fees or emoluments or any portion thereof,

C. F. Stoner, the plaintiff, was elected reg-

ister of wills, of the county of Lancaster, under the general laws of the state regulating the election of registers in November, 1884, was duly commissioned and entered upon the duties of his office on the first Monday of January, 1885, up to which date none of the fees or incomes of the register's office were ever paid to the county of Lancaster. The act of June 22, 1885, by its own terms became act of June 22, 1885, by its own terms became operative in this county upon Mr. Stoner assuming the duties of the office of register. On the trial and argument great latitude was allowed and taken. The questions of payments under mistake of fact, payments under mistake of law, voluntary payments and payments made under duress or involuntary payments were fully and ably discussed by the learned counsel and many authorities cited in support of the various cussed by the learned counsel and many authorities cited in support of the various positions assumed, none of which, however, fully cover or in our judgment decide the case under consideration, for the reason that none of the cases cited, either English or American, were decided or founded on acts of parliament, acts of assembly or laws so stringent or containing terms, provisions and ponalities such as are found in the act of assembly of June 22, 1803, under and by virtue of which the payments in this case were made.

It appears to be well settled in England as well as America that where money is shown to have been paid under a mistake of fact to a party who has no right in justice and honesty to retain it, the party paying may recover it back, where there has been no laches on his

has ever been a source of much perplexity.

In England there are many of the reported
cases classed under this head of payment
under mistake of iaw, which really have very slight if any bearing on the question which in fact stand not upon mere mistake of law, relieved of all other circumstances, but upon other and distinct grounds, do not necessarily involve the question and were either in fact decided, or should have been decided on different grounds entirely. The same may be said of the reported American cases from the time of Hunt vs. Rousmainare down to the present time, including Good vs. Herr, in which it is said by the supreme court, "We therefore are of opinion that in no case is ignorance or mistake of the law meaning of course, of the established law of the state, as in that ease) with a full knowledge of the facts, per se, a ground for equit-

From a review of the various decisions classed under this maxim we find that while the preponderance of the authorities in both countries is apparently against relieving pure mistakes of law, the one principle to be ducted from all the reported cases and that which to us appears bost to accord with right and justice is what we believe really is the law in both countries, to wit. That if a nan has actually paid what the law would not have compelled him to pay, but what in equity and conscience he ought to have paid, he cannot recover it back. But where money is paid under a mistake, which there was no ground or right to claim or demand or in equity and conscionce retain, the party paying may recover it back in the form of

action here adopted. The law as to the voluntary payments appears to be that where a party voluntarily pays an illegal demand made upon him with a full knowledge of all the facts which render such demand illegal, without an im-mediate and urgent necessity therefor, or unless to relieve his person or property from detention or to prevent a seizure of his person or property, he cannot recover it

This class of payments embraces such cases as Union Insurance company, vs. city of Aliegheny, Peebles and wife vs. city of Pittsburg and other cases presented, in which there would have been no seizure, detention or imprisonment of present existing the independent of property without first obtaining the independent. of property without first obtaining the judg ment of a court of competent jurisdiction.
Where defendant could have had a notice and
day in court and where by making proper
defense and asserting his well known and clearly defined legal rights, he could have been relieved of the payment of the unjust and illegal demand he paid voluntarily with-out asserting his legal rights.

As to the involuntary payments we find the law to be that where money has been collected or paid upon lawful process of execution it cannot (generally) be recovered back, though not justly or lawfully due by the defendant in the execution to the plain tiff. (This principle and law embraces such cases as Mann's appeal, Boas vs. Updegrove, Federal Insurance company vs. Robinson,

Travellers Insurance company vs. Iteath, Marnott vs. Hampton, etc.) And yet in such cases it has been held that when the judgment has been reversed and upon a new trial judgment has been entered for defendant, assumpsit will lie to recover back the money paid under the execution issued on the first judgment.

sued on the first judgment.

1. Were these payments made under mistake, with a full knowledge of all the facts?

They certainly were not made under any mistake as to the terms or requirements of the act of June 22, 1883, for it is shown by the evidence that all its terms and requirements were clearly understood and fully compiled with by both plaintiff and defendant.

Or, were they made under a mistake or 22, 1883, was unconstitutional, and If so, may the money paid be recovered back, the defen dant having no other right to claim or retain it than that given by said act? That both parties considered said act con-

stitutional and were ignorant of the fact that it was unconstitutional and void is evidenced by the defendant preparing and delivering the forms to the plaintiff and requiring his compliance with its provisions and by plaintiff keeping accounts and paying over the fees of his office, in accordance with its stern

command.

In McCarthy's case Lord Brougham said:

"If a man does an act under ignorance the removal of which might have made him come to a different determination, there is an end of the matter."

end of the matter."

In Townsend vs. Crowdy, it is said, the mistake of fact which is sufficient to enable a person who has paid money, to recover it back, must be, it would seem, a mistake of a fact, or as to a fact, which, if true, would have rendered him liable to pay the money. The cases founded on mistake seem to rest on this principle: That if parties believing that a certain state of things exist, which ing that a certain state of things exist, which do not exist, come to an agreement with such a belief for its basis, on discovering their mutual error, they are remitted to their

original rights.

In Keliy vs. Solari, Baron Parke held that it money is paid under the impression of the truth of a fact, which is untrue, it may, generally speaking, be recovered back. In such case the receiver is not entitled to retain it. original rights,

case the receiver is not entitled to retain it.

In Glenn vs. Shannon, where money was paid by mistake of a fact to a person having no claim to it, it may be recovered back by the party who paid it.

In Iowa it was held that an action of law lies for the recovery of money paid by mutual mistake.

In Pitcher vs. the Turin Piank Road company, where the mistake was mutual, both the agent of the company and the plaintiff supposed that a clause giving a penalty in

the turnpike act had been incorporated in the plank road act of 1847; neither party supposed that a penalty of \$25 was given by common law; neither party had any doubt that if the statutes give a penalty for running a gate on a plank road, the penalty was collectable. Both parties assumed that a section giving the penalty had been incorporated in the plank road act. In that assumption both were mistaken. It cannot be doubted that this mistaken belief was a powerful motive with the plaintiff, in making the settlement he did of the threatened suit for the penalty. The court held that the mistake was not a pure mistake of law, that the money so paid might be recovered back, on the ground that the mistake was one of fact rather than of law and that in such case the maxim, "Ignorantie juris non excussion" does not apply.

While as a general rule every one is bound by the law, as if he had a full knowledge of it, whether he has such knowledge or not, we are not aware of any rule which conclu-

it, whether he has such knowledge or not, we are not aware of any rule which conclusively proves that a layman where an act of assembly has passed the Senate and House and obtained the approval of the governor and is spread upon the statute book as the law of the state, is bound to know the fact, that such law or fact is unconstitutional and therefore void. To adopt such a theory. therefore void. To adopt such a theory, would, we think, be absurd in the face of the it (as no doubt most of the judges of the lower courts of the state would have decided it) to

e constitutional.

If as we have seen from the evidence the belief of the constitutionality of the act of June 22, 1881, was the basis on which both acted, was the powerful motive actuating both in making and receiving the payments, by the decision of the supreme court, it is shown both were mistaken as to this fact. The error having been discovered they are remitted to their original rights, and as without the act of 1883 the defendant would have had no authority or right to december 1883. belief of the constitutionality of the act of nor right to demand or receive, take or have the money so paid, since the act has been declared unconstitutional and void it has no right co guo et bono to retain it, and as by refunding it the defendant will be in no worse condi tion than if it had not been received. We see no good reason why plaintiff should not

2. Were the payments in this case purely voluntary, or compulsory and involuntary to Gibbs, J., held to the doctrine that money paid with full knowledge, both of law and act, but under the fear of an arrest, would be

Lord Coke says: "That for menaces, in four instances, a man may avoid his own act. I. Fear of life; 2. For fear of loss of a member; 3. For fear of mayhon; 4. For fear of imprisonment. Domat defines fear to be all unlawful im-

pressions which move one against his will to ive a consent which he would not give if his iberty were free from such impression.

Dillon says it is a general rule that in order to enable a party to recover back a payment which he has made upon an unjust or unlawful demand, on the ground that he made it by compulsion, he must show that the compulsion consisted of a direct or threatened restraint of his person or inter-ference with his property, and that he could escape from or prevent the injury only by payment of the money.

In Preston vs. the City of Boston, it was

held that " if a person pays an illegal tax in order to prevent the issuing of a warrant of distress, with which he is threatened and which must issue of course, unless the tax is paid, the payment is deemed compul-sory and not voluntary, and if it be illegal he must return it back. In Alston vs. Durant it was held that to

constitute duress it is sufficient if the will be constrained by the unlawful presentation of a choice between two comparative evils, as inconvenience and loss by detention of property, loss of property altogether, or payment of an exorbitant demand. In Harmon vs. Harmon: "Even if there is no actual imprisonment, but the money is paid to prevent A threatened imprisonment

by one having apparent or supposed author-ty to make his threat good, the payment can be recovered back, for the law will not require a party to resist psyment until he is actually deprived of his liberty. In Cunningham vs. Muuroe: "That if a

party receiving the money knows that he has no right to it, and it was paid under duress, he may be compelled to refund it although the duress does not proceed from him. In Garr vs. Martin: "That it is not neces-sary that a party should want for the issuing of a warrant to collect an assessment or for a

sale of his property, to make payment invol-

untary.
In Henry vs. Horstie, Grimm vs. Weisenberg school district, and Caldwell vs. Moore, the supreme court say: "It has never been intimated that a well grounded apprehension of immediate seizure of person or property is an indispensable element to constitute an involuntary payment." In Lehigh Coal and Navigation company vs. Brown, the court say: "That to consultite the compulsion of coercion which the law will recognize as sufficient to render a payment involuntary there must be some actual or threatened exercise of power possessed or supposed to be possessed by the party exacting or receiving the payment, from which the party making the pay ment has no other means of immediate re

Courts of equity will likewise set aside a contract made under the influence of terror, or of threats or of apprehension short of du-

meur with the counsel of defendant in error, that in civil cases the rule as to duress per minus has a broader application at the present day than it formerly had."

It will be remembered that all these cases were based upon and decided under acts of parliament, acts of assembly and laws of the ordinary form, under which parties had a right of appeal to the taxing power in cases of assessment and taxation, or under which suits had to be instituted and service made upon the defendant, who therein had his day in court and a hearing with the right of a writ of error to a higher court, before his lib-erty was endangered or his person or property could be arrested, seized or taken into cus-

such were the provisions of the act of June 22. 1883. By its terms that which prior to its pas-sage under all former laws had always been sage under all former laws had always been deciared to be and was the sole property of the register, the fees and emoluments of his office was declared to be not his property but the property of the county. The county was to prescribe and prepare the necessary forms and the register to keep special account books, in which he was ordered and bound to enter all moneys received for fees and all moneys earned and all moneys chargeable through the country specifying day and date. upon the county, specifying day and date, &c., and on the first Monday of each month pay over all moneys so received by him to the county treasurer and take duplicate receipts therefor, his accounts to be audited by the proper officers of the county, &c.

in case of his neglect or refusal to render the accounts so demanded and required by him properly verified by eath, or of his wilful neglect to make any proper entry in the book or books he was required to keep, or of his wilful neglect to charge for any of the official services the fees allowed by law, or applied to his own use any of such fees, or neglected, failed or refused to pay over to the county treasurer the moneys received by him for fees, or failed or neglected to comply with the provisions of the act or to discharge any of the duties therein imposed upon him, he was to be deemed guilty of a misdo-meanor in office and in addition to the other penalties for such offenses he should upon conviction thereof refund the sum or sums of money so unlawfully received or retained and should be deemed incapable of holding imger his said office of register. In addition to this if he wilfully swore falsely in verifying his accounts he was to be deemed guilty of perjury and on conviction punished as prescribed by law for that offense.

This are the base have said differs from all

This act, as we have said, differs from all the acts and laws upon which the decisions we have referred to are based with reference to the payments made in this. That in case of his failure, neglect or refusal to pay over all fees of his office to the county treasurer on the first Monday in each month, it authorized his arrest and incarceration in prison as a criminal, for trial as a eriminal and this too at the instance of any citizen who might choose to prosecute; he must then lie might choose to prosecute; he must then lie in prison or procure bail for his appearance at the criminal court for trial and this too without any appeal, day in court or redress. Nothing but setual payment would enable him to escape from the menace of this law or to preserve and maintain his liberty. Under it the defendant recovering the payment was fully authorized to deprive him of his liberty immediately upon his neglect or refusal to pay.

pay.

His neglect or refusal to pay was not only to deprive him of his liberty and cause him to be tried as a criminal, but in case of con-

viction (from which there was no escape, for in such case the act declares him guilty) in addition to his punishment for the mis-demeanor he was to be deprived of his office and lose his official position and the salary affixed thereto.

and lose his official position and the salary affixed thereto.

Under such a law containing such a standing menace to be immediately enforced by so severe a penalty, must be refuse to pay and be setually arrested and deprived of his liberty or be bound in a resognizance as a criminal to appear in a criminal court before be paid, in order to make such payment involuntary and enable him to recover back the money paid, on the law being declared unconstitutional and void? We have seen that this was not necessary under laws much unconstitutional and void? We have seen that this was not necessary under laws much more mild and less menacing than the act of 1883, and in our judgment such proceeding was not necessary in the present case. We are of opinion that there was sufficient

here to constitute the duress, compulsion or coercion which the law recognizes as suffi-cient to render these payments involuntary and that they were not made voluntary, but under an apprehension founded on the ex-press terms and menaces contained in the act of June 22, 1885, of the immediate seizure of his person, deprivation of his liberty and loss of his office, in case of his neglect or refusal to make said payments, and that he is en-titled to recover back from the defendant the moneys so paid and claimed in this suit. The ount for money had and received being

count for money had and received being governed by equitable principles, lies wherever a defendant ex argue of bomoought to refund the money received.

By refunding the money so paid, (which said act being unconstitutional and void) defendant never had any legal right to demand, claim, receive or have, the plaintiff will have returned to him that which always legally and of right belonged to him, and the defendant suffers no loss or injury—is left in no worse condition or position than if said payments had never been made to or received by it. payments had never been made to or re-ceived by it.

We therefore enter judgment for the

plaintiff for the amount of his claim (the amount being undisputed) to wit, the sum of one thousand four hundred and twenty-eight dollars and sixty-six cents (\$1,428.66) with costs of suit agreeably to the provisions of the second section of the act of April 22, 1874.

THE NEWS FROM LONDON.

The Gladstone Cabinet Held a Final Meeting LONDON, July 20.-Probably the final conerence of the members of the present cabinet

was being held at Mr. Giadstone's official residence on Downing street this morning. The street was crowded with people anxously awaiting the result. The crowd was quiet and orderly. On the appearance of Mr. Gladstone and a lew of the more promineut members some slight cheering was indulged in.

The cabinet meeting decided that the resig tions of the ministry should be immediately tendered to the queen.

On the appearance of Mr. Morley, the chief secretary for ireland, at the adjournment of the cabinet meeting to-day, he was loudly cheered by the crowd that filled Downing street and the streets leading

A Chance for Trevelyan.

Mr. W. Jacks, Liberal-Unionist candidate for Leith burghs, who withdrew from the contest on the nomination by the Liberals of Mr. Gladstone, and allowed the seat go by default, has announced his intention of withdrawing from the candidacy for that seat in a new election, for the purpose of permitting Sir George Otto Trovelvan Bart, ex-chief secretary of Scotland, who resigned from the cabinet because of his non-concurrence in Mr. Gladstone's home rule schome, to con-

Mr. Trevelyan was the Liberal-Unionist candidate for Hawick burglis and was defeated by A. L. Brown, the Gladstonian candidate for that seat.

Threats From Russia.

The Times' Pekin correspondent telegraphs that the Russian fleet threatens the occupation of Port Lazareff, on the western coast of the Corean peninsula, because of the occupation by England of the Hamilton Islands at the southern extremity of Corea. toward Vladlyostock. The visifer the Russian minister of war to the East Isle, is considered extremely significant.

Victoria's Present Whereabouts. The queen has arrived at Osborne.

THE NASTY DILKE SCANDAL.

Mrs. Crawford Gives the Lie Direct to Her Al-

leged Paramour,
London, July 20.—In the Dilke-Crawford divorce case, evidence was adduced fully and clearly showing that Mrs, Crawford had committed adultery with Captain Foster, Mrs. Crawford, on taking the stand, swore in the most positive terms that the confession made by her was true in every respect; she de clared that she often visited Sir Charles Dilke's residence, and was on very occasion admitted by Sir Charles, who immediately conducted her to his bedroom; she had never loved her husband, The latter was distrustful in the extreme and was always suspecting her of wrongdoing. years. She married because her home was miserable, Mrs. Crawford then went into long recital of the incidents connected with her meeting with the woman Fannie, at Sir 'harles Dilke's house, and the extraordinary things which took place at that time,

AFTERNOON TELEGRAPHIC NEWS. The 12:40 express from New York ran into gravel train near the elevator in Bridgeport, Conn., smashing several of the gravel cars and killing and wounding a number of Italians on the train. The exact number is not known. None of the passengers were in

Jured.

Samuel K. Gay, the absconding pension clerk of the Pittsburg office, has been held for a further hearing in \$1,000 bail. Daniel C. Foote, the young man arrested with Gay, was discharged from custody.

The extensive plant of the Union Machine and Foundry company. Allegheny City, was destroyed by fire this morning. Loss, \$25,000 to \$35,000.

destroyed by fire this morning. Loss, \$25,000 to \$15,000.

At an early hour this morning the five story elegant Nottingham block, of brick buildings, an kuelid avenue, Cleveland, Ohlo, was guited by fire. Loss, \$30,000 on building; \$50,000 on stock in art, paper and fancy stores. Insured.

The parade of all nations was the feature of

this, the third day's celebration of the Albany, N. Y., bi-centennial. Profuse decorations; great popular attendance.
W. A. Geise was appointed postmaster for Ditmen De to defe

Pitman, Pa., to-day.
Two hundred German singers and 300 other excursionists left Buffalo for Milwaukee The Lehigh Valley, Delaware & Hudson, Delaware, Lackawana & Western, Lehigh Navigation, and the Pennsylvania Coal company and the Reading ratiroad have agreed upon 2,500,000 tons of coal to be mined in August. The P. R. R. declines to go into the arrangement.

At Waltham, Mass., Bioyclist McCurdy failed in his attempt to beat the best Amerl can 24-hour record of 281.9 miles. He completed 22 full rounds of his 121_4 mile circuit; making 275 miles, and in the twenty minutes left him covered perhaps five miles more. His defeat is attributed to a trouble-some wind sufficient totell on a frail machine. At a meeting of the national association of

tube manufacturers in Pitisburg to-day the scale of prices adopted at the last meeting in New York was reallimed. The association will meet in Philadelphia, August 25th, Trade is reported fairly good.

Owing to the boycott on Ehret's brewery in New York, his business is depressed and some of his workmen will have to be dis-charged.

A messenger has just left London bearing the formal resignations of the ministers to the queen at Osborne, Isle of Wright. The week's strike of the lasters in H. B.

Fay & Co., boot factory at Worcester, Mass., against the employment of non-unionists and of more lasters than were needed was ended The demands of the men were con-Jas. P. Owens was appointed postmaster by the president for Scottdale, Pa., to-day and Israel Campbell at Blairsville, Pa.

THE TREATY WITH ENGLAND.

TR PROFISIONS UNDER DISCUSSION IN THE DOMINION.

What Is Thought Of It and What Objection Are Made by the Canadian Parliament, The Text of the Treaty - Some Of the New Features.

OTTAWA, July 20 .- The new extradition treaty between the United States and England has been under consideration by the Dominion cabinet for some time. The substance of the proposed treaty was made known some weeks ago to John A. MacDonald through the Canadian high commissioner in London. It met the views of the Canadian cabinet to the very letter and the English government was notified to that effect. The provision making the malicious destruction of property an extraditable offense covering as it does crimes of dynamiters and socialists gives the greater satisfaction. The only rock upon which the Canadian cabinet split was that section or part which specifically exempts from extradition those who have been convicted merely of political offense as upon this the treaty is explicit. The majority wished to have this covered.

TEXT OF THE AGREEMENT. The Treaty of 1813 Extended By it to Four

Additional Crimes, The full text of the convention recently signed in London by Minister Phelps and the Earl of Roseberry, extending and adding to the extradition provisions of the treaty of 842, is given below. The convention extends the provisions of article x, of the treaty of 1842, to four crimes not therein named, as follows: Manslaughter, burglary, embezzlement or larceny involving the amount of 550 or £10, and malicious injuries to property, whereby the life of any person shall be endangered, it such injuries constitute a crime according to

Whereas, By the Xth article of the treaty concluded between the United States of America and Her Britannic Majesty on the 9th day of August, 1842, provision is made for the extradition of persons charged with certain

And, Whereas, It is now desired by the high contracting parties that the provisions of the said article should embrace certain of the said article should embrace certain crimes not therein specified, and should ex-tend to fugitives convicted of crimes specified n said article and in this convention The said high contracting parting have ap-

pointed as their plenipotentiaries to conclude a convention for this purpose, namely, the president of the United States of America, Edward J Phelps, envoy extraordinary and minister plenipotentiary of the United States to the court of St. James etc., etc., Her Majesty, the Queen of the United Kingdom f Great Britain and Ireland, the Right Honorable Archibaid Philip Earl of Rosebery, her majesty's principal secretary of state for foreign affairs, etc., etc., who, after having communicated to each other and due form, have agreed upon the following articles:

ARTICLE I. The provisions of the Xth article of the said treaty will be and are hereby extended so as to apply to and comprehend the following additional crimes not mentioned in said

article, namely : 1. Mansiaughter. 2. Burglary. bezzlement or larceny of the value of \$50 or £10 and upward. 4. Malicious injuries to property whereby the life of any person be adaugered, if such injuries constitute a crime according to the laws of the high contracting parties. And the provisions of the said article shall have the same effect with respect to the extradition of persons charged with any of the said crimes as it the same

had been originally named and specified in the said article. ARTICLE II. The provisions of the Xth article of the said treaty and of this convention shall apply to persons convicted of the crimes therein ence thereupon shall not have been executed. In the case of a fugitive criminal alleged to have been convicted of the crime for which his surrender is asked, a copy of the record of the conviction and of the sentence of the ourt before which such conviction took

place, duly anthenticated, shall be produced Monday, Santa Fe on Tuesday morning, Los together with the evidence that the prisoner is the person to whom such sentence refers. Angeles on Thursday evening and San Fran-ARTICLE III. This convention shall not apply to any of the crimes herein named and specified which shall have committed or to any convictions which shall have been procured prior to the date when the convention shall come into an 11-year-old newsboy, whose parents re-

No fugitive criminal shall be surrendered under the provisions of the said treaty or of the boys fell from the steep bank into the water. Young Hollstock jumped after them this convention, if the crime in respect of which his surrender is demanded be one of a political character, or if he proved to the com-petent authority that the said requisition for his surrender has in fact been made with the view to try or punish him for a crime of a poli-tical character.

ABTICLE V.

A fugitive criminal surrendered to of the high contracting parties under the pro-visions of the said treaty or of this conven-tion shall not, until lie has had an oppor-tunity of returning to the state by which he has been surrendered, be detained or tried for any crime committed prior to his surrender other than the extradition crime was granted.

ARTICLE VI. The extradition of fugitives under the provisions of the said treaty and of the pre convention shall be carried out in the United States and in her Majesty's dominion respec-tively, subject to and in conformity with the aws regulating extradition for the time being in force in the surrendering state.

ARTICLE VII. This convention shall be ratified, and the ratifications exchanged at London as soon as

publication, in conformity with the forms prescribed by the laws of the high contract-ing parties, and shall continue in force unti-one or the other of the high contracting parties shall signify its wish to terminate it, and

In witness whereof the undersigned have signed the same, and have affixed thereunto

Done at London the 25th day of June, 1886, [Seal EDWARD JOHN PHELPS, [Seal HOSEBERY,

The Good Weather Secures Large Attendance at This Popular Resort. The tine weather of the past few days, no

too not for comfortable travel and not too cool for pleasure in the woods, has promoted a large attendance at the daily picnics in Penryn park. The excursion of St. Anthony's Catholic church on Monday, was largely attended; Taylor's orchestra enlivened the occasion and furnished the dancing music. The Odd Fellows are holding a pienic at Penryn to-day, and they have a very large crowd. Eleven car loads left the upper station on the special train and others have been going all day. Dancing will be kept up dur-ing the evening and the last train will not leave the park for this city until between and 10 o'clock.

An excursion picnic from Quarryville and the lower and will be held at Penryn on the 28th inst. A very large gathering is expected. Special trains will be run, and the Quarryville band will accompany the excursion-

An African Railway.

BERLIN, July 20.-Doctor Peters, the African explorer, proposes, after first confer-ring with Mr. Henry M. Stanley, to the construction of a line of railway from Daressa laam to the interior of East Africa.

RUTLAND, Vt., July 20.—Hon. A. L. Miner died yesterday, aged 82. He fad been a member of Congress and a prominent lawyer and legislator in Vermont for half a

AGAINST MORRISON'S MOVE

BURETARY FAIRCHILD AND TROAT

URER JORDON ON THE SURPLUS ISSUE.

their Arguments Refore the Senate Comm of Finance-Why They Oppose It On Principle and Because of the Besuits Facts and Figures.

WASHINGTON, D. C., July 20.—The Sensio finance committee to-day began the co eration of the Morrison surplus resolt Acting Secretary Fairchild and Treas Jordan appeared before the committee invitation to present the views of the admistration and such information as the c

Mr. Fairchild said the resolution was effort on the part of the legislative branch of the government to impose a new restriction upon the executive branch not heretofore thought necessary, and in this view the rep resentatives of the administration were hardly at liberty to discuss the merits of the propos tion. He spoke on the assumption that the administration was fully committed to, and in sympathy with the policy of applying the surplus to the redemption of interest-bearing debt and retiring such debt as rapidly ing debt and retiring such descend policy as prudent administration and sound policy assumed, the permitted. This being assumed, the treasury department could not see a single argument in favor of the resolution; while he could see numer-ous and serious objections and ill effects and embarrassments to arise from such arbitrary legislation, it was, in his opinion, impossible for any human being to look so far into the conditions of the future as to tell in what amounts and at what intervals bonds should

be called and redeemed during the next Mr. Fairchild responded to a number of questions by members of the committee, as to the effects of the resolutions; his statements indicating the belief of the treasury that the department would be greatly embar-

rassed and its obligations violated. Treasurer Jordan submitted a series of tabulated statements and written replies to questions previously propounded by mem-

pers of the committee, mainly of a statistica and technical nature. It is not probable that the committee will

invite any other persons to appear before it. A LIVELY DENUNCIATION.

Representative Hatch Denies That He is Missouri Butter-Maker, Washington, D. C., July 20.—In the House Mr. Hatch, of Missouri, rising to a question of privilege sent to the clerk's deak and had read an extract from the speech made in the Senate yesterday by Senator Ingalls to the effect that a "more shame ful spectatele was never presented to the American people than the oleomargarine

bill," supported in the other House under

the leadership of the chairman of a commit-

tee who is himself engaged in the dairy

business, who has a herd and a farm; whose

product he sells in the market and upon which he relies for support, &c., &c. "Mr. Speaker," said Mr. Hatch, "every gentleman on the floor will agree that in reference to me as chairman of the committee on agriculture of the House of Representatives by a senator in a discussion of a bill that passed this House is in violation of every parliamentary rule and in violation of every manly and decent instinct that ought to acmembers alone deters me from characteriz ing this attack as it ought to be characterized. I desire to state that when this gentle connects my name with that of the senator from New York. (Mr. Miller) who was present, had the rights and privileges of the floor that I am personally interested in the passage of the oleomargarine bill, and that I deserve my support or any part of it, from the

product of a herd of cows on my farm, it is simply a complete and gratituous falsehood. Mr. Hatch regretted that he was not the owner of a dairy farm in Missouri. He had no other interest in this bill than had every consumer of butter. The charge that he was personally interested was a faisehood; the charge that he had descended to vulgarities and personalities was the greatest falsehood of the life of the man who uttered it. He (Mr. Hatch) was not in the habit of descending to personalities and vulgarities. He left that to flow from the mouth of the senato from Kansas-" that wome of slander and

detraction." 3:20 P. M.—The Senate, on motion of Mr-Ingalis, by a vote of 32 against 28, has reduced the tax proposed to be imposed on oleomargarine from 5 to 2 cents per pound. THE CURRENT BUSINESS.

On motion of Mr. Crisp, (Ga.) Senate bills were passed for the construction of bridges across the Tennessee and Cumberland rivers. The Senate amendments to the naval appropriation bill were non-concurred in. Me Herbert, Hunt and Harmer ; were appoin The river and harbor bill was reported by

Mr. Willis, Ky., with the recommendat non-concur in the Senate amendment, but on a point of order by Mr. Hepburn, of lows, was referred to the committee of the whole. Mr. Hewitt, of New York, reported a reso lution calling for the correspondence relating to the Mexican treaty. Adopted.

The House then went into committee of the whole on the amendments to the river and

A Prospect of Adjournment, July 28. WASHINGTON, D. C., July 20.-The House committee on ways and means at its meeting this morning, adopted unanimously the reso lution introduced yesterday afternoon by Mr. Morrison providing for the adjournment of Congress at 3 o'clock p. m. on Wednesday, July 28. Opinion in the Senate is divided as to whether adjournment shall be on Saturday, July 31st., or on Monday, August 2d.

The latter date is mostly spoken of. WASHINGTON, D. C., July 20-The president has signed the bill for the construction of a bridge across the Mississippi river at

Dubuque, Iowa. Careless Blasting.

Yesterday, while the workmen who are excavating at the old Cosgrove property ca the Pennsylvania station were making a b

the Pennsylvania station were making a blast, they threw a mass of stones clear out upon the railroad track, and some of the stones flew over to Chestnut street.

To-day, while workmen were blasting in West Chestnut street in front of Benjamia P. Miller's, the blast was not properly protected and stones flew in all directions, one of them crashing through Mr. Miller's from windows and breaking a large pane of plate glass.

A Beautiful Bird.

Last evening two men from the neighood of Landisville, brought to this ebeautiful crane which they shot in Chicareek. It was pure white and very both W. Hubley, the photographer, chased it and will have it mounted, bird was killed by a ball from a small a which pierced its neck, so that it was not in