For what, indeed, is there of semblance between these two features of history? The Russian, in a fit of fanatical rage and hatred, attacked his next door neighbors to exterminate them; the American calmly and regretfully filled a few graves with strangers. Industrious, nonresisting to law and harmless were the creatures on which the minion of the Czar wreaked his vengeance; the destined slayees of the American were too indolent to work, they refused to obey the laws of liberty, and they were so far from being harmless that it was necessary to put them out of the way to prevent their giving the water cure to unprotected visitors from the savior country. The victims of the cruel Muscovite were assaulted with knives, sticks, stones, hammers, and even brutal fists; the American used the humane bullet, the untorturing projectile, and the leisurely acting weapon that precludes all pangs of dyspepsia. The crimes of the Russian were sacrilegious, for he preyed upon the chosen people of God; the American was guiltless of such desecration for his work was done among people to whom the holy scriptures do not even allude. The Russian would be ashamed and would refuse to acknowledge the real incentive to his deplorable acts; but the American stands in the full, bright light of publicity and tells, with pardonable candor, of benevolent assimilation.

But may it be that these glaring incongruities, in spite of the unpleasant rumor, are not being foolishly considered as subjects of reconciliation by the children of the Czar? May it be that, even now, the court apologists are drafting a reply to the American protest which will admit the guilt of the Bear, and will, with true humility, acknowledge repentance and promise a reformation for the future? May these apologists be fair-minded enough to go further, and thank us for the tangible interest we have taken in the internal affairs of their country, and beg from us a continuance of our good offices? Then we can rejoice, and be thankful that a long friendly nation has not turned on us in a spirit of unwelcome and unfounded criticism.

G. T. EVANS.

EDITORIAL CORRESPONDENCE.

Corowa, N. S. W., Australia, June 12. —The Federal parliament opened on May 26th. The governor-general's speech promises a great deal of legislation, mostly unnecessary, but fortunately there will not be time for half of it this session, as the parliament expires in January.

The reference to Mr. Chamberlain's latest somersault, preferential trade, is very lukewarm. Practically the ministry says it believes in the policy, but has no time to introduce it. The protectionist idea of preferential trade here is to leave the duties alone as regards British goods, but to raise them against foreign products. The ministry knows it would be useless to attempt to pass such a measure, even in the house of representatives. Mr. Deakin, the federal attorney general, has cabled to England warm approval of Chamberlain's proposal, but apparently he was speaking for himself only.

The presnt Barton tariff here is in very great disfavor with all merchants, not only on account of the high duties, but because of the way it is administered by Mr. Kingston, the commissioner of customs. Kingston is the most rabid protectionist in the ministry, and he appears to try to hamper importers in every possible way. If any goods are wrongly described in an invoice, as often happens in drapery, etc., the importer is criminally prosecuted, although it may be shown that he was not trying to defraud the customs.

An attempt is now being made to organize a reform league in New South Wales, similar to the Kyabram league in Victoria.

ERNEST BRAY.

NEWS

Week ending Thursday, July 16.

A further step was taken on the 10th in connection with the Chicago traction question (p. 195). Judge Grosscup formally advised the receivers as to their course. He gave this advice not in his judicial capacity after a hearing in behalf of all interests, but as the judicial conservator of the property in the hands of the receivers and after an ex parte hearing.

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Judge Grosscup declares, in his letter of advice, that it is not his purpose to announce any final judgment on the questions involved. He also declines the suggestion that he compel the city of Chicago to intervene in the receivership proceedings to test the validity of the 99-year franchise, though he intimates that this procedure might be proper and practicable. His object, as he states it, is to give such instructions to the receivers as will in his judgment "adequately conserve the property rights of the companies, while requiring them to fulfill their obligations to the public." Judge Grosscup then outlines the history of the street car system of Chicago substantially as recited more at large in these columns two weeks ago (p. 195), and concludes as to the constitutional objections to the 99-year franchise that they "do not merit space for statement, much less for discussion." Regarding the circumstances under which the franchise was granted, he says:

> The legislative grants, whatever their origin, are the existing law of the land. They constitute the contract between the people of the State and the railway companies. They measure the rights and the obligations of both. They have been the accepted basis for tens of thousands of transactions by people who never heard of the legislature of 1865. To set them aside now, either covertly or openly, or to deprive them of their full meaning and effect, would be a judicial invasion of contract and a breach of public faith as reprehensible as the repudiation of some undoubted but unpopular public debt. There is no way left, then, to approach the interpretation of these grants other than as one would approach any plainly written contract between disputing parties.

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Having thus laid the foundation for his opinion and advice, Judge Grosscup builds the superstructure as follows (what he describes as "the legislative grants" being the act of 1859 and the amendatory act of 1865, known as the 99-year franchise):

> The legislative grants, taken together, look to the installation of a railway system in the city of Chicago, and to that end grant to the railway companies for the period of ninety-nine years the right to occupy certain streets, leaving to the city, by contract with the companies, the manner and conditions of such occupancy. Thus, when the companies entered into ocupancy under these grants the underlying right of their occupancy was from the State, the manner of its exercise only being governed by the ordinances of the city. The State was the grantor, the city the supervisor. Now, while the power of the city over the exercise of the grant thus obtained from the State was made ample, it remained, and remains, a subservient power. Its function is to promote the uses of the grant; it cannot be made a means to defeat the grant, for

the rights of both the city and the companies under these legislative grants are substantial rights and the courts are bound to see that the substance of both is preserved. So much for the streets actually named in the legislative grants and entered upon by the companies at that time. This brings me to the streets subsequently occupied by the companies. There is much force in the view that the legislature had in mind in enacting the grants a street railway system adequate not only to the then present but to the future needs of the city; that the natural growth of the city was foreseen and a corresponding expansion of railway facilities forestalled; that the grants were meant to cover the branches and twigs as well as the trunks of a growing system. In this view the legislative grants were, when passed, already executed and vested as to the streets named in the grants, and, though in fieri as to streets not named, naturally falling, in course of the city's growth, under the system, are none the less effective as vested grants when the new streets are occupied. In this view, too, the ordinances of the city subsequent to the legislative grants are to be held to be not independent city grants, but ordinances in execution of the legislative grants, and as such have the effect not of giving right of occupancy, but of prescribing the manner of such ocupancy. However, I do not mean now to commit my judgment to this view of the legislative grants. I think it forceful enough to guide my action as conservator of this property—for a conservator may not give away that upon which the companies have a reasonable claim—always upon the understanding that it is open for further discussion on any joining of issues that will finally settle this controversy.

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Judge Grosscup's next step is to suggest the practicability of compromise. He says:

It is within the power of the court to compel the companies to accept any reasonable arrangemnt that does not involve confiscation of property rights. I am ready, in the interest of a just settlement of these street railway difficulties, to exercise that power. There has grown up in the public mind a good deal of confusion respecting the purpose of a waiver by the companies of the so-called ninety-nine-year act and the character such waiver should take. Undoubtedly many think that the surrender of these legislative grants should be without condition and without compensation. On the other hand, there has grown up in the minds of some parties interested in the railway companies the belief that no concessions whatever can be made; that there can be no surrender of any feature of the legislative grants without the consent of every bondholder as well as the consent of the companies; that the sole safety of their interest lies in an unflinching grasp upon the letter of the grants as they exist to-day. Both of these views are, in my judgment, too rigid and too far reaching. The city can have no real interest in seizing, either by brute force or by superior advantage as a party to a pending bargain, that which lawfully belongs to the companies, at least until the owner is fully compensated. No breaking of contract—whether he who looks forward to it be a single person or whether it be a body of persons or a whole community—can in the long run be made to pay. I am sure the mayor and a majority of the aldermen entertain no such project. On the other hand, the bondholders, though interested in the legislative grants, are so interested to the extent only that such grants are part security for their debt. Any equivalent security—any arrangemnt, for instance, whereby the cash value of the unexpired term of the grants should be substituted for the grants themselves as pledge to the debt—would meet the just claims of the bondholders. The companies, in their corporate capacity, are at liberty to make any fair bargain respecting the property.

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Following that suggestion Judge Grosscup intimates to the city the probable necessity of making the kind of compromise he suggests, if it expects to proceed with its plans for municipal ownership, saying—

The feature of the so-called waiver of the ninety-nine-year act that really interests the city lies in the fact that continuance of title to the companies under the legislative grants may interfere with the city's projects looking to municipal ownership; and, independently of municipal ownership, to the maintenance of a supervisory and warning hand over the character of service to be given. Indeed, so long as the companies have title under the legislative grants municipal ownership may be impossible. Title to the streets having come from the legislative grants and for street railway purposes, it is at least doubtful if the city could constitutionally obtain, even by act of the legislature, the right to occupy by eminent domain the streets thus covered. But aside from municipal ownership a surrender of title under the legislative grants is desirable to give the city the warning hand. Should the companies enter upon a new period, knowing that the city would not terminate the grant even at the end of twenty years, there might be a temptation to disregard such claim for good service as the city has a right to demand. But all this can be accomplished by a full surrender by the companies of title under the legislative grants, accompanied with a stipulation either to assess presently the value of the unexpired term or to make such assessment at the end of the new grant if the grant is not be renewed. No legal difficulty need entangle such an arrangement. The right of the companies to occupy, and their right to be compensated for a quitclaim of such occupancy, are distinct legal rights. The former can be surrendered in consideration, or part consideration of the latter. When so separated the right of payment becomes a claim against the city, secured possibly by a lien on the title surrendered, but it is no longer tied up with the title surrendered. The title, except for purposes of lien would become extinct, and there would be no payment adjudged until after judicial determination of the validity and scope of the legislative grants. For my own part I cannot see why this is not a simple and effective way out of present complications. It gives to the city everything that the city really needs from waiver; it meets fully the substantial reasons for a waiver; it confiscates no rights; it is just and saves the honor of the city wherein we dwell.

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Judge Grosscup's views on the justice of imposing pecuniary obligations upon unborn generations is then set forth in these terms:

Conscious of what this generation is doing for the reclamation of the streets of this city from the prairie and the marsh—trying heroically to make of it a finished and compact city—I can see no business or moral objection to leaving it to the next generation to discharge whatever money obligations these legislative grants may impose upon the city. The obligation is theirs as much as ours; we stand in need now, much more than will they, of money to put into actual improvement of street facilities, and the chances are many to few that the obligation will never mature; for, confronted with certain loss of the use of the streets, unless good service is given, it is almost certain that the companies will fulfill their obligations to the public, and thus earn a renewal of the leases.

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After this discussion of the subject, Judge Grosscup specifically instructs the receivers as follows:

1. To suffer no interference with your possession of any of the streets named in the legislative grants, or occupied by the companies named in the legislative grants, or their successors, under ordinances of the city, which in the view I have outlined are to be treated as subservient to the legislative grants. Any attempted interference you will report immediately to me.

2. To pledge to the city, if the city wishes negotiation, the cooperation of

the court to bring about a settlement on the lines indicated, or such other lines as will observe existing contract rights.

3. Since the receivership began, 85 cars have been added to the regular service. These were old cars taken from the barns, quickly repaired and repainted, and though in some instances incongruous at this season, have added something to the comfort of the public. The report of the general manager, submitted to me July 8, 1903, shows that upon an expenditure of about $480,000 100 new double-truck electric motor cars, each capable of seating comfortably more than 50 people, can be added. The general manager also reports that for something less than $100,000 he can equip electrically certain portions of the cable lines, so that cars on out-lying lines may be brought electrically much nearer the business center, and, transferred as trailers to cable trains, bring their occupants into the business district without change of cars. This would add to the convenience of the public; and to the capacity of the companies' carrying facilities. I instruct you to procure the equipment indicated.

Mayor Harrison has declined, in behalf of the city of Chicago, to adopt the plan of compromise proffered by Judge Grosscup. He did this officially on the 14th in a letter to Judge Grosscup in response to the latter's published opinion and instructions to the recievers. In this letter Mayor Harrison calls Judge Grosscup's attention to his, the mayor's, letter of June 17 to the receivers (p. 170); and that there may be no misapprehension, he restates its substance. The position of the city with reference to a compromise is thus defined by the mayor in his letter to Judge Grosscup:

The city does desire a just and prompt settlement of the street railway problem by means of unacrimonious negotiation. It assumes that a purpose of the receivership is to bring order out of chaos by such reorganization as will result in a responsible corporation controlling the entire situation in Union Traction territory, with which the city may safely deal. The city wil make a grant, on just terms, which shall be in lieu of all existing franchise rights and claims of the companies. In view of the character of the so-called "ninety-nine-year act," and particularly of the new contention that said act placed the city for a century at the mercy of the street railway companies and reduced it to a position of mere subserviency to them, it will neither now nor after litigation, whatever its results, make further grants to supplement such legislation. It has no policy of confiscation, but it insists that the companies must rely on their present rights, or accept a new grant expressing all their rights. Their choice lies between stale claims and a modern grant. They may cling to an insufficient State grant or accept an adequate municipal franchise. They may continue to merit the ill will of the people of Chicago or they may secure their hearty cooperation.

A new danger to the city, disclosed by Judge Grosscup's opinion and instructions, is made the subject of part of the mayor's letter. Of that danger he writes:

The recent argument before your honor, and your opinion thereon, have disclosed a grave danger to the city in having any further dealings with the companies save on the basis of the surrender of their claims under the "ninety-nine-year act." For many years after its passage the original companies sought and accepted numerous limited grants from the city for extensions of their lines into new territory. Said companies have operated none of their lines since about 1887. All grants since that time, covering over 50 per cent. of the Union Traction mileage, have been made to and are held by corporations organized under the general incorporation laws of Illinois, which have no relation to the original companies, except as lessees. Most of the grants since 1865, in form usually suggested by the companies, are expressly limited to expire in twenty years. Yet representatives of the companies (organized under the general laws) now openly repudiate before your honor the express limitations of grants covering all but a small percentage of their lines, contending that by the act of 1865 they acquired "vested rights when the new streets are (were) occupied." It is evident that the city must deal with extreme caution with companies making such claims in utter disregard of their own acts and the acts of the original companies, covering a period of nearly forty years. If their contention has "much force," this is a new and conclusive reason why the city can have no further dealings with them except on the basis of a surrender of their claim under the act of 1865. It will no longer exercise a "subservient power" merely to add to the possessions of the companies. Its representatives had assumed that the city has the same police powers in respect to the street railway companies that your honor holds it may exercise in respect to the "gas trust."

In concluding his letter to Judge Grosscup. Mayor Harrison explicitly emphasizes the refusal of the city to accede to Judge Grosscup's offer to negotiate, saying—

I repeat that the city desires a just settlement of the traction question by means of negotiation. No such settlement can be made without the surrender of the claims of the companies under the disputed "ninety-nine-year act." The terms of the surrender will, of course, receive due consideration in any negotiation. The representatives of the city will, on request, confer on these matters with your honor, your receivers or others representing the companies.

After Judge Grosscup's decision, but before Mayor Harrison's letter, the civic conference which has had the question of immediate municipal ownership under consideration (p. 196), held a further session at which Judge Grosscup was severely criticized by some of the speakers and defended by others. This meeting was held on the 12th. A series of resolutions relating especially to the 99-year franchise was considered and referred to the committee of twenty-five appointed at a previous meeting. Another resolution, one which Judge Grosscup's decision may make vitally important, was proposed by Thomas Rhodus and supported by Western Starr and Daniel L. Cruice. It was as follows:

Resolved, That this convention is in favor of municipal ownership of the street car lines, and until we get it we demand at once a 3-cent fare, which the city council can establish under the present powers.

This resolution was laid on the table.

One of the many conventions in session within the past few weeks went through an experience which is of no little general interest. The convention in question was that of the National Educational Association in session at Boston. This organization has been dominated, unduly as the public school teachers have felt, by the colleges and universities. One of the effects has been to subject it to masculine control, although its feminine membership is large. This control has been menaced recently by a greater assertiveness on the part of the women members; and by way of defense an effort was made on the 9th to amend the by-laws so as to place the appointment of committees on nomination of officers in the hands of the president. President Butler, of Col-

lumbia University, proposed this amendment, and was supported by President Eliot, of Harvard. The opposition was led by Margaret A. Haley, of Chicago, the president of the National Federation of Teachers, who said in a speech on the floor that—

Illinois has done her part in bringing a larger number of active members than any other State. Are you men anxious to block Illinois because you fear that women will have a part in your deliberations and help to select the officers of the organization? It looks like it, and Dr. Butler's motion, which may or may not be directed against Illinois, will certainly keep out the women, who form nine-tenths of the membership of the National Educational Association. We of Illinois propose to wake up the women teachers and to demand for them the recognition which is their due. It is unfair for you, gentlemen, to attack the women in this way and place in the hands of one man the representation of all the States. The election of a member of the nominating committee should go to the one getting the largest number of votes. Would you men dare to take away the franchise from citizens because only a few of them vote at primary elections? Then how dare you suggest to take away the franchise of those members of this association who are present at the nominating meeting? The plan you propose would create a self-perpetuating machine.

At the close of her speech, Miss Haley moved that the motion be postponed for a year; but the convention had been stirred, and she accomplished more than she had expected. President Butler's motion to change the by-laws was amended so as to empower a majority of the attending delegates from each State to select the State member of the nominating committee, which enables the association to control itself. This amendment was carried by 123 to 43. The convention elected for its next president, in place of President Eliot of Harvard, John Williston Cook, president of the Northern Illinois State Normal School.

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The convention took another important step under the spur of the public school teachers. It adopted the report of its National Council (p. 215), which recommended the appropriation of $1,500 for the expenses of a committee to inquire into the economic circumstances of teachers throughout the United States. The chairman of this committee is Carroll D. Wright, and among the other members are Edwin G. Cooley, superintendent of the public schools of Chicago, and Catherine Goggin, of the Chicago Teachers' Federation.

American politics may be affected in important respects by three political gatherings that are to assemble on the 27th at Denver. One is called by J. A. Edgerton (p. 202), secretary of the National Committee of the People's Party. Mr. Edgerton invites all except "Mark Hanna Republicans, Cleveland Democrats, and Karl Marx Socialists" to meet unofficialy and informally to discuss the possibilities and methods of providing a political home for American voters who are none of those three types. The hall and headquarters for this meeting are not yet announced. To cooperate with this gathering, the executive and central committees of the Allied People's party, commonly called the "mid-roaders," has been called by Jo A. Parker, the chairman, to meet, also on the 27th, at the St. James Hotel, Denver. The third gathering of that day and place is to be of the national committee of the People's Party. This meeting is called by J. A. Edmisten, the vice chairman; the chairman, the Hon. Marion Butler, having refused to issue the call. The circumstances are explained by the vice chairman in his call as follows:

I had hoped that Hon. Marion Butler would issue a call for the national committee to meet at the same time as this conference [the informal and unofficial conference mentioned above], and have waited to this late date, but having just received his letter stating that he preferred to take a referendum vote of the committee to ascertain whether a committee meeting should be called, and knowing that that would make it impossible to reach the committee in time to attend the conference, and being impressed with the great importance of this meeting as well as with the very urgent demands from national and State committeemen, I have concluded to issue a call for a meeting of the national committee. At the last meeting of the national committee a resolution was passed authorizing me as vice chairman of the national committee to convene the committee when in the judgment of a reasonable number of the committee it would be for the best interest of the party. It is my earnest desire that it shall be understood by the committee and all members of the party that in convening the committee I am acting upon the advice of a large number of the members of the committee as well as being governed by the resolution outlining my duties, and sincerely trust that this action will meet with the approval of all and result in great good.

Although a white man has been imprisoned for Negro peonage in Alabama (p. 215), this was upon his plea of guilty. The first trial in these peonage cases has resulted in a disagreement of the jury. The defendant in the case was Fletcher Turner. He was tried in the Federal court at Montgomery, Ala. The case for the prosecution was closed on the 8th. Its character may be inferred from some of the testimony as reported by the Associated Press. A former police officer named Dunbar testified that he had sold three Negroes to Turner for $40, they having been fined $33 for some petty offense, and that he had thus made $7 by the transaction. In the concluding testimony for the State the maltreatment of one of these Negroes was brought out, and it was further shown that this Negro's father had finally sent a man to Turner with about $48 to buy his son's liberty, which he did. When he arrived at Turner's farm, he found the peon in a sawmill, stark naked, and it was explained that he was worked this way to prevent his escape. The case went to the jury on the 10th, when the judge, Thomas G. Jones, delivered an extraordinary charge. He is reported to have denounced the attorneys for the defense for trying to play upon the feelings of the jury and to have said that if the Negroes were arrested for nothing and sold as alleged, then it was "a damnable thing." The jury soon reported a disagreement, and Judge Jones ordered them back to their consultation room with this admonition:

Under an earnest and solemn sense of duty as to the verdict you ought to render in this case, to appeal to your manhood, your sense of justice, and your oaths not to declare that a jury in the capital of Alabama would not enforce the law of the United States because it happened that a Negro was the victim of the violated law and the defendant is a white man, or because it may be a disagreeable or painful duty to you. If you do such a thing you are perjured before God and man.

But the jury were still unable to agree, and on the 13th they were discharged. They are reported to have stood 6 to 6.