ZANE AND BARTCH.

Both Judges are Dealing with the Civil Docket.

THE DRIVER MERCANTILE CO.

A Suit Arising Out of that Firm's Failure; Proceeding Overture Rate & Hearing Today.

Both divisions of the Third district court were in operation again this morning. Chief Justice Zane once more took up cases on the equity calendar, while Judge Bartch (who adjourned at 11:15 till this afternoon) proceeded with the further trial of civil jury cases.

BEFORE JUDGE BARTCH.

Francis Filloch et al. vs Mary E. Dillon et al.: Motion to set aside order of leave to answer overruled and order confirmed.

J. F. Forbes vs. Wm. E. Dryer. Default of defendant entered. Judgment for plaintiff and costs of suit.

ADJOURNED SUIT.

The case of H. P. Stone vs Maggie H. Thompson and John Thompson, her husband, and the Utah Slaughtering company, a suit to foreclose a mortgage, was next arranged for hearing to Judge Zane's court. The plaintiff alleged that on December 1, 1887, the defendants while Thompson owned and ran their processing sale for $500, with interest at 10 per cent. To secure payment they gave a mortgage on a piece of land fifteen acres in extent, situate in Davis county, together with all tools and fixtures belonging thereto. The Utah Slaughtering company claimed to have title and interest in the mortgaged premises as purchasers, but the plaintiff insisted that this was acquired prior to the making of the note and mortgage and was subsequently forged. The case was submitted without argument. His honor found for the plaintiff on the first issue, and that Wade & Van were entitled to the second lien on their deed.

ALLEGED FRAUDULENT ASSIGNMENT.

The case of Joseph Cohen et al. vs the Driver Mercantile Co. and W. H. Hemington, assignee, came next. The plaintiffs are represented by Jesse Howat, Attorneys F. S. Hopkins, H. K. Heath and W. T. Quinn; and the assignee by Attorneys W. H. Dickson and S. H. Lewis.

The present suit arises out of the failure of the Driver Mercantile company in this city in the early part of last spring, and is brought by the unsecured creditors of the company. Efforts were made to compromise. The amount involved is some $1000. About the month of March in the present year the Driver company, of which E. B. Chase was manager, made an assignment of their belongings to certain creditors, the preferred among whom included McCulloch & Co., Hemington & Johnson, S. T. Pearson, and W. H. Hemington the assignee. The unpreferred creditors immediately thereupon attached the property, claiming that the assignment was fraudulent, consequently, upon their petition to the Third district court, a receiver (Arthur H. Pierce) was appointed on filing a bond of $15,000 to take charge of the property until the determination of this suit. The plaintiffs insist that the preferred indebtedness was nothing more than the private indebtedness of Mr. Chase, and not that of the Driver Mercantile company, and that that fact was known by Assignee Hemington prior to the firm's assignment. It seems likely that the case may turn largely on that point. A great deal of time up to the noon adjournment was consumed in an attempt on the part of the plaintiffs' counsel to show that Chase fraudulently appropriated the funds of the company to his own use.

The defense claims that there was no fraud at all upon the part of the company, Mr. Chase, or anybody else, and that even if there had been either on the part of the company or Chase, the assignee and the consultees not being cognizant of the same the assignment would be valid.

The hearing promises to be a lengthy one.

BEFORE JUDGE BARTCH.

Walter Gibbs, is about 24 years of age, of Tooele city, was arraigned on an indictment for fornication, the young woman in the case being Clara Vawles. Judge Henderson, for the defense, waived the reading of the indictment and entered a plea of not guilty, reserving the right, however, to withdraw such plea within a certain number of days. The defendant was again released on a continuing bond of $500.

FOR ADVERTISING.

The case of the Tribune Publishing Co. vs Wm. Groesbeck et al., trading as Groesbeck & Houghton, was next taken up. Attorney Benner N. Smith appearing for the plaintiffs. The defendants were not legally represented, though an answer had been put in. The action was brought to recover $142.45, and interest from June 30th, 1887, for advertisements alleged to have been inserted in the plaintiff's newspaper between December 1, 1886, and June 30th, 1887. The plaintiff's case has been partly heard when, owing to the absence of a witness, it went over till 2 p. m., when judgment was entered for the plaintiffs.

FOR PLAINTIFF.

In the case of Abraham Smith vs E. O. Apperson the defendant did not put in an appearance and judgment was entered for the plaintiff for $[illegible]. It was a suit on a promissory note.

AMUSEMENTS.

MR. BOYLE'S FAREWELL.—Mr. Boyle has a magnificent reception on the occasion of his concluding last evening. For months past all eyes in Salt Lake have followed the fortunes of the Friends' company, and the interest felt in the play since it was taken to New York, as related there and then sent out on the road, has been as central and as keen as though the enterprise were a joint-stock company and all Salt Lake held stock in it. So when the star of the players brought them to this city—where the play had first been given prominence and where the author had so long resided—the whole town—fashionably speaking—turned out to greet them. The audience was a beautiful chrysanthemum, representative and enthusiastic to an unusually demonstrative extent. The lower part of the house was overflowing to standing room, the boxes were occupied by ladies in full dress, and the galleries were fairly packed with people. There was above, what is seldom seen in this city, a good attendance above.

If anybody in the vast interest went to the Tabernacle with the idea that it would spoil the play as a story—one of sinners to a house present and wrecked by mortal ready—he disappointed himself (perhaps of being spared) on that very score. Mr. Boyle may have the well-wishes of spectators that after quit the Rose Hill and will return to the theatre which he has made his home for so many years. Mr. Boyle did not do his best last evening, and it was a good one, and it was good enough to be entirely satisfactory. Mr. Boyle was called before the curtain and spoke a few words of farewell and said he was sorry that he was not in better form for the occasion. He