

STRIKERS' EYES ON WEDNESDAY.

Will Know Then Whether It is the Same or Higher Wages.

SHERIFF HOWELLS TALKS.

Recounts His Position and Feeling With the Company and Men—Has Been Exceedingly Fair.

The smelter strike situation has developed nothing new and inquiry among those concerned today resulted in the information being given out that nothing was expected until Wednesday, though it is very possible that definite word regarding the demand of the strikers for an increase of wages may be forthcoming by tomorrow.

In the meantime work is going on at the smelter, day and night, the same as before the difficulty arose. In fact, such work as can be done on the smelter is being done and if there are misgivings as to the answer the company will make to the strikers tomorrow they may not do so until the day after, which is the date fixed for the answer to be given them. Superintendent Tucker was in Salt Lake today consulting with Manager Jones on that matter leaving the smelter and the men in charge of Assistant Superintendent Austin.

SHERIFF HOWELLS' ATTITUDE.

Sheriff John Howells of Salt Lake county appears to have a misconception of a widespread misconception besides receiving considerable criticism from some of the strikers and other laboring men. The fact is that Sheriff Howells has approached the situation with much more than ordinary caution, realizing full well the delicacy of a proposition such as confining the men, the company and himself and deputies. His effort at the first outbreak of the trouble and his desire now, he solemnly declares, are of the best good of all concerned and a careful investigation of the facts bears out that declaration to the letter. Sheriff Howells, with due deliberation, has taken the position to the "News" today, stating:

"On the afternoon of the strike I was out of the city on official business and did not learn of it until my return that night. On inquiry I ascertained that Mr. Montgomery, the company's agent, had dispatched three of my men to the scene of the trouble. They were deputies Cummock, Dyer and Dowse. One other, Mr. Golden, was also sent. On the morning following, I also drove down to Murray, arriving there at an early hour for the purpose of being present at the time the 7 o'clock shift went on duty. I soon discovered that there had been a quiet night and that really no trouble of any kind had occurred whatever. I have talked with my men in great detail and have learned beyond question of doubt that there was no gun play at all and just why such a story started is difficult to tell. The statement that my deputies were armed with rifles and shotguns was untrue. They simply had their usual equipment of a revolver and a pair of handcuffs each. These they are required to carry at all times and it was understood that even these were not to be exhibited to the men unless occasion made it absolutely necessary.

FOUR MEN INTOXICATED.

"All there was of the trouble was that at the time the night shift went on duty four men among the strikers were somewhat intoxicated, but there was no trouble with them. Deputy Cummock took one of them by the arm and led him away and told him to go home and sober up, which he promised to do. Deputy Dyer took the second man and gave him similar admonitions. Each of them went without objection. The fourth man, departed of his own volition and in the course of a short time affairs settled down to as nearly a normal condition as could be expected under the circumstances.

"As already stated, I was on the ground at an early hour the following morning, and with Deputy Dyer went to the residence of the man who had been arrested. Together with the three of us started for the smelter. On the way over I suggested that the men be kept out of the smelter and that every consideration be given them by the company while the controversy was on. Without desiring to interfere in the matter in any way but merely expressing a fact, I noted the great increase that had been in the cost of all articles of living during the last year or two and then left the matter entirely to his own judgment. This statement Superintendent Tucker will readily corroborate.

HELD OUT NO FALSE HOPES.

"Mr. Tucker stated that he had no discretion in the matter; that the decision of a rule of wages as to whether there would be one or not, that would lie entirely with the governing board in the east. Mr. Tucker stated further that it would require from five to eight days to communicate with them and receive a definite reply. He said that he held his men out no false hopes, and that never before had he had trouble with the men. He realized their condition fully and yet he did not desire to hold out any false hopes to them.

HOWELLS IS AN ARBITER.

"By this time the men were gathering about ready for work, some with baskets and others with dinner pails in their hands. They assembled in groups and discussed the situation among themselves, and in a very few moments I went up and accented them and on being introduced, and making inquiry as to the real status of affairs, I suggested to them the appointment of a committee to wait upon Superintendent Tucker in his office and see what could be done regarding the difficulty, asking them to agree in the meantime to return to work until some kind of a decision could be arrived at. This they agreed to do. Young Olsen, their leader among them, there were only five who raised objections to the suggestion. They not only objected but demanded that the strike continue there and then, and that all of the men who worked the night before be discharged instantaneously.

SEE THEM IN—FIRST.

"Superintendent Tucker, in considering their demands, very quickly declared that they were unreasonable and that he would see them in his first.

"These men continued to air their grievances and attempted to stir up trouble. I then had some further talk with the men, all of a pacific character, and in the direction of cautioning them to be careful that they transgressed no rule or broke no law until settlement of the question came, telling them at the same time that so far as possible,

JOHN BECK'S LIFE INSURANCE POLICY

Agent Who Procured Him Entitled to His Commission in Full.

SUPREME COURT SO DECIDES

Decision in Case of Reed vs Union Central Company—Lower Court is Affirmed.

The Supreme Court handed down an opinion today in the case of W. J. Reed vs. Union Central Life Insurance company, of Cincinnati, appellant, affirming the judgment of the trial court. In December, 1896, the plaintiff to this case became the agent of the defendant under a written contract, whereby he was to canvass for insurance for the defendant, and was to receive as compensation therefor a commission upon the premiums "which shall be paid in cash to, and received by the company on all policies of insurance effected by the company and its agents."

The situation discussed by the local paper at Murray.

Nothing but confusion comes out of a disorganized crowd of poor men running up against the price of a heartless trust. This has been the story of strikes and labor union engineering over the States repeated over and over again in every labor struggle. There are cities and towns in Nevada, Idaho, California and other western States, where nothing of the great East, that are smoldering away under the blighting effects of strikes and with but very few exceptions strikes result in good to no one. Capitalists come together and agree to laborers never do. Workingmen are the hardest element to get together and are agreed for twenty-four hours on concert of action in any particular. They get confused and disagree the trying details and this lack of perfect union gives their employers an advantage every time when a spasmodic pulse bursts.

It is at such times that it is in judgment on the rights of men and be just and equally just. There are two sides, however, to every question. In the first place, the men are not in question but what the men are justly entitled to more pay for the work and the kind of work they do. Not only the men and their sympathizers but the foremen, superintendent and management all agree so.

But there was objection to the method of going at it and the people asking the increase. It was said that if some of the older men had made the advance instead of the younger ones they would have received more recognition. The whole thing was a wonderful piece of nerve. The men no doubt felt they had grievances and that they were only put in the waste basket. On Tuesday the tapera on the day shift, the 7 o'clock shift was coming on, sent the superintendent of the day shift to the superintendent for an increase of 35 cents all round. Hardly anybody in the movement except the superintendent, but the superintendent of the day shift was given no consideration the entire force to a man laid down the work and walked out. The superintendent was taken off his feet by storm and no one was to stand in the way of the other in which might seem a possibility for an increase in wages. The superintendent of the day shift did not move and although one shift did not move what the other one was doing, they all seemed enmeshed with the same thought of the justice of the case but it was not to be. The superintendent of the day shift and instantaneously moved on. There was no riot or cause for any alarm. All were peaceful and good natured. The superintendent of the day shift, however, did not move and although one shift did not move what the other one was doing, they all seemed enmeshed with the same thought of the justice of the case but it was not to be. The superintendent of the day shift and instantaneously moved on. There was no riot or cause for any alarm. All were peaceful and good natured.

OSCAR J. GUTKE BANKRUPT

Ogden Citizen Falls—Liabilities \$29,920—Assets \$65.

Oscar J. Gutke, a railway brakeman living at Ogden, today filed a petition in voluntary bankruptcy in the United States court. His debts are estimated at \$29,920 all unsecured, and his assets at \$65. He claims to have no household goods, which are all claimed to be exempt. His creditors are:

C. J. Lindquist, Ogden, \$218.29
A. C. Braken, Salt Lake, 162.00
A. O. Ferland, Ogden, 27.00
H. L. White, 25.00
S. H. Parry, Ogden, 100.00
S. H. Hart and Brothers, Ogden, 28.00
H. C. Ogden, 10.00
D. McDuffin, 10.00
E. A. Stratford & Sons' Co., 15.00

M'KNIGHT IMPROVING.

Mr. Mary A. McKnight, of this city, mother of James McKnight, the man who was seriously wounded in the strike at killing at Utah a few days ago, is in receipt of a telegram announcing that the injured man is improving, but that he is still in a serious condition.

CRUSHED BY A BOULDER.

Yesterday a minor named Joseph Tietzen was injured at the mines near Summit. He was engaged in setting off a large boulder, fell, planning him against the side of the tunnel. It was some time before he was extricated by his companions. He was brought to the Keefe-Hoover hospital, where he is progressing nicely and will be out in a few days, there being no bones broken.

Case is Argued.

This afternoon arguments were being made before Judge Henson in the case of Emma Edmunds filed a divorce suit against J. M. Edmunds in the Third district court today, alleging that the marriage took place in this city on September 4, 1897, and that in the year 1898, the defendant deserted plaintiff and has since failed to contribute towards her support. There are no children. B. Dehl is plaintiff's attorney.

Another Unhappy Couple.

Emma Edmunds filed a divorce suit against J. M. Edmunds in the Third district court today, alleging that the marriage took place in this city on September 4, 1897, and that in the year 1898, the defendant deserted plaintiff and has since failed to contribute towards her support. There are no children. B. Dehl is plaintiff's attorney.

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REED SMOOT AN APOSTLE.

Son of Abraham O. Smoot is Honored With the Exalted Position.

MORE SURPRISED THAN ANY

The Appointment Not Looked For, but Meets With General and Genuine Approval.

Reed Smoot of Provo was yesterday exalted to the position of an Apostle in the Church of Jesus Christ of Latter-day Saints, his ordination filling the vacancy in the council of Apostles occasioned by the death of President Franklin D. Richards.

The distinction that has come to Mr. Smoot came as a surprise to the people generally, and to use his own terms as a greater surprise to himself than anyone else. Those who know the new Apostle have no hesitancy in endorsing the appointment and felicitations have been showered upon him continuously since yesterday afternoon.

Apostle Reed Smoot was born in Salt Lake on January 10, 1862, on the site of James Sharp's residence in the Twentieth ward. He is the son of the late Abraham O. Smoot, a once president of the Utah State, and who was the second mayor of Salt Lake. The family moved to Provo in 1872, where Reed grew up and has lived ever since. In 1880 he graduated from the Brigham Young Academy, after which he entered in business with his father. He was made manager of the Provo Co-op, on account of his rare business aptitude, and in 1884 he was appointed president of the Provo woolen mills, and has held the position ever since, evincing an ability in business affairs that few excel. His services in the business of his father and in the town seemed almost indispensable, as he is president of the Provo Commercial and Savings bank, and vice president of the First National bank. After his father's death he was placed on the executive committee of the B. Y. Academy, in which position he has given the full benefit of his untiring zeal and sound judgment.

Apostle Smoot married Miss Alpha May Eldredge, daughter of the late Horace S. Eldredge, in 1884, and they have five bright children, two sons and three daughters, as the fruit of their union. He has always been a conscientious, consistent Latter-day Saint, and his worth in the capacity of a churchman has been recognized in 1896, the year of his father's death, he was placed in the presidency of the Utah State. Apostle Smoot is of modest demeanor, and in his daily service of his fellow men he has come upon him. He has met with unabated success in the business world ever since he launched out to win his bread, and in the affairs of the Church, no doubt his judgment and sagacity will be manifested in the future.

FEDERAL COURT.

In the case of William C. Weaver, receiver of the Bear River Irrigation and Ogden Water Works company vs. The Bear River Water company, the defendant today filed an answer to the plaintiff's writ of mandamus and the affidavit upon which the writ was issued.

In the case of Utah Canning company against the Pacific Sheet Metal Works, the defendant today admitted the writ of mandamus was denied. The motion was given ten days in which to file an answer.

The petition of Wm. Keyting for leave to intervene in the Bear River Water Works company, was granted to-day. The defendant's answer was given until the May rule day in which to plead or make answer.

The mandamus case against Ogden City has been set for trial on April 13, next.

The matter of J. B. Hickman, as to the priority mortgage in the Vina M. Phelps bankruptcy case, was argued before Judge Marshall today, and taken under advisement.

HOTEL AND PERSONAL.

Walker—H. H. Jacobs, E. R. Murdock, Emmettville, Iowa.

C. C. Garrett of Spokane was a visitor here yesterday.

Dr. Chierli of Vienna was a guest at the Knutsford yesterday.

E. H. Callister has returned from Wyoming after an absence of a month.

H. P. Spencer, a business man of Denver, stopped at the Knutsford last night.

J. S. Cameron, president of the Rapid Transit company, has returned from the East.

C. E. Wandland, representing the Union Pacific land department is in town. He came from Denver this time.

State Senator O. A. Smoot says that Provo will soon produce by water power enough electricity to supply the entire State.

Cullen—P. H. Gallagher, San Francisco; Mrs. Francis Jensen, Mount Pleasant; E. T. King, El Paso; J. W. Lewis, J. W. Baldwin, Glenview, Springs.

Kanyon—Wm. H. Taylor and wife, Denver; J. B. Sharpe, New York; J. D. Holter, Ogden; Horace Miah, San Francisco; J. B. Bailey, Telluride, Colorado.

White—J. C. Baird, wife and family, Heber; R. C. Cash, Seattle; H. P. Luke and wife, Orangeville; Sam Pollock, San Francisco; William Currier, Mercur; Mrs. J. J. Steiner, Pangut.

LETTER FROM MAJOR STANTON

Army Paymaster Relates Some Very Interesting Experiences.

MEETS WITH CANNIBALS.

Didn't Fancy Their Diet—Although Very Hungry He Could Not Regale on Young Dogs.

The following very interesting letter is from the hand of Major Charles E. Stanton, one of Salt Lake's most popular citizens. The letter is to an old friend, under date of February 17th, and relates some very amusing experiences that befell the author while traveling over the Philippines paying off the soldiers.

"It has been just a month since I wrote to you—far and away the hardest one we have had in the service—and I never knew it was possible to do so much in a given time. I paid in January 102 pay rolls aggregating \$32,000, about \$40,000 more than any man ever paid here in one month, so you can understand we are not loading any. The troops here are so scattered, that we travel for a month without a break, going on foot, with a full team, horseback or on foot, sleeping out at night, eating when we get a chance. It's a great experience, but a man who wants more of it than we are getting must have bristles on him. We are very hungry. They go out again next month, and it bids fair to be harder work than in January. Two paymasters, who started out on January 2nd, over the northern route, are in Luzon, the other to the southern islands, are not home yet, and we have not even heard from them, except indirectly.

DOGS A FAVORITE DIET.

"In my last letter I think I told you of the Zulu island people, the Moros, and since then I have met one of the northern tribes, the Igorrotes, who are head hunters. They are big and black, their bodies are covered with the teeth of dead enemies plaited in their hair, have from two to a dozen heads hanging from the rafters of their dwellings and are cannibals. Their favorite diet is a young or puppy dog, and they carry them over the mountains in baskets so that they won't be tough.

"We tried to get some eggs from them and by gestures made out to give us some. They offered us some and brought in a fine woolly pup and were greatly astonished when we wouldn't take him. A G string, although they live from 7,000 to 8,000 feet above sea level and it is so cold they wear heavy clothing, and the teeth of dead enemies plaited in their hair, have from two to a dozen heads hanging from the rafters of their dwellings and are cannibals. Their favorite diet is a young or puppy dog, and they carry them over the mountains in baskets so that they won't be tough.

MONEY NOT DEPOSITED.

Supreme Court Decision in a Mount Pleasant Bank Case.

In an opinion handed down this afternoon in the case of J. W. Tripler, agent vs. the Mount Pleasant Commercial and Savings bank, the supreme court affirmed the judgment of the trial court. This was an action to recover \$2,000 alleged to have been deposited by plaintiff in defendant's bank. In the court below plaintiff was non-suited, where defendant appealed. The supreme court finds from the evidence that no deposit was ever made, and that plaintiff was not the real party in the alleged deposit. It is further held that the plaintiff at the time a certain draft was cashed by the bank, and that the draft was not cashed by the bank, and that the defendant in any way liable but the idea of holding it was an after thought.

The opinion was written by Justice Baskin and concurred in by Chief Justice Baskin and Justices Miner.

Alleged Pickett's Go Free.

M. H. Curley and Charles George Scott, the men charged with attempting to pick the company with using force in this city last January, were given a trial before Judge Norrell and a jury today and upon motion of the State, the jury rendered a verdict of not guilty was returned and the defendants discharged.

Mr. Van Cote, who had charge of the prosecution, asked the jury to return a verdict of guilty, but the jury returned a verdict of not guilty.

The opinion was written by District Judge McCarty, Justice Baskin concurring.

Chief Justice Baskin dissents and holds that the writ in the case should have been granted on the ground that the Supreme Court, under section 9, grants the authority to review either certiorari or appeal, a decision of a district court, rendered in any case appealing from the district court, and holds that the writ in the case should have been granted on the ground that the Supreme Court, under section 9, grants the authority to review either certiorari or appeal, a decision of a district court, rendered in any case appealing from the district court, and holds that the writ in the case should have been granted on the ground that the Supreme Court, under section 9, grants the authority to review either certiorari or appeal, a decision of a district court, rendered in any case appealing from the district court, and holds that the writ in the case should have been granted on the ground that the Supreme Court, under section 9, grants the authority to review either certiorari or appeal, a 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