

men who took this method of showing their sympathy with the striker.

At a meeting of the strikers held Thursday, September 18th, the following was adopted:

WHEREAS, That in view of the current report that the street car employes' union expect and intend through their organization to take advantage of the street railway company and to control the affairs of the said company, and

WHEREAS, It is stated by the representatives of the said street car company that they do not object to the request of the employes to be relieved of the cleaning of the cars, as it was the intention of the company so to do, had the employes awaited the action of the company in that direction, but by their premature request they have forced the issue: Whether the employes' organization or the street railway company shall control the affairs of the company; that in order to retain control of the affairs of said company the officers have peremptorily refused to meet a committee of the employes who were sent to them by their organization for the purpose of amicably adjusting the difference between employer and employe rather than by their minutest act to attempt to control its affairs, and

WHEREAS, The company claim that they have been led to believe that the employes' organization only await the success of this unimportant movement to ask for an advance of wages, which, if not granted, they will again order a strike.

WHEREAS, We, the employes of the said company, in the most positive and solemn manner, disclaim any such intention and declare it to be in our opinion a subterfuge under which a denial of a simple act of justice is made and an attempt to impress the public unfavorably with us. Now, therefore, be it

Resolved, That the members of the Street Car Employes' union hereby appeal to the general public to inquire into the facts of the situation before deciding as to the merits of our efforts to secure simple justice.

Resolved, That in order to quiet any apprehension that the employes' union, through its organization does now or ever has designed to control the affairs of the street car company in relation to an advance of wages, we, the present employes of the Salt Lake City Street Car company, are ready to sign a contract that we agree to work for our present wages for one year from this date, or during the time we may elect to remain in the employment of said company.

Resolved, That we are now asking and always shall ask for what is simply just to ourselves as working men, and we shall hold ourselves in readiness at all times to submit the justice of our claims to a discriminating public, and we hereby guarantee to the company as well as to the public that we shall at all times be guided by the most sacred consideration for the interest of the street railway company as well as for the safety, comfort and convenience of the public.

Resolved, That a copy of this pre-

amble and resolution be presented, through its officers, to the company and also that they be published in each of the daily newspapers.

[Signed] JAMES E. MALIN, JR.,
Pres. B. of T. L. S. C. E.
WALTER C. FARROW,
Acting Secretary.

This morning four more cars were put on than were running yesterday, making eighteen in all. The company have been running twenty-seven cars, hence there are only nine more to man.

The secretary of the company stated to a News reporter shortly after noon to-day that the men were still firm and were being paid off. In answer to questions he stated that strikers who would quit the union would undoubtedly be given work again. He also stated that as soon as the new men became sufficiently acquainted with their work, a double shift would be put on. The impression was conveyed by what the gentleman said that the company expected to have enough new men qualified to run a double shift in a few days, and that the management was indifferent as to whether or not the strikers broke away from the union and returned to work. Unless they do this it is understood none of them will be taken back.

September 20, all but five of the cars of the Salt Lake City Railroad Company were in operation and on faster schedules than yesterday. By Monday next it is expected that all the cars will be running.

Applications for positions as motor men and conductors are still so numerous that it has been found necessary to keep the office door locked, and a notice is affixed to it, directing all such applicants to go to the powerhouse. The management of the company expect to have all the cars running on a double shift within a few days.

At a meeting of the strikers held today it was resolved to continue firm, and, so far, there has been no breaks from the union nor applications for their old position from its members. Present indications are that the strike is a complete failure, and will result in throwing all, or nearly all, of the strikers out of employment. The management continue to express a determination not to take back any of the men unless they withdraw from the union.

It is understood that the Federated Trades have given the strikers a guarantee that each of them will be paid the sum of \$5 per week as long as the strike remains unsettled. One firm of clothing dealers, through whom a number of the strikers purchased their uniforms, has sent to the union a check for \$25, and one firm of saloon keepers has done likewise. The strikers claim that unless the management of the company accede to their demands, the John Stephenson Company, which manufactures the cars, will furnish no more of them, as the employes of the Stephenson Company are union men, and will stand in with the strikers.

All is now quiet on the streets.

COURT PROCEEDINGS.

The court convened Wednesday, September 17th, at 10 o'clock, Judge Blackburn on the bench.

The grand jury reported seven indictments under the laws of the United States.

Silas Smith and Daniel Thompson, unlawful cohabitation, had been acquitted and the bondsmen were ordered exonerated.

Mahonri Bishop plead not guilty to a charge of adultery.

The case of the United States vs. Wm. H. Ashby, unlawful cohabitation, was called; but Mr. Ashby failed to appear, and his bonds were ordered forfeited.

Messrs. Thurman and King, attorneys for Mr. Ashby, stated that the gentleman was not present because the train from the South was late.

His honor consented that the order of forfeiture of bonds should be set aside on condition that the defendant came into court on the arrival of the train.

John Powell was arraigned on a charge of a luitery. He plead not guilty.

Mahonri Bishop plead guilty to a charge of unlawful cohabitation. Sentence was set for September 19.

Wm. H. Ashby came into court and the order of forfeiture of bonds was set aside. He plead not guilty to the charge of unlawful cohabitation and a jury was impaneled. Mr. Evans prosecuted the case and Messrs. Thurman & King appeared for the defense.

Charlotte Ashby, the first witness, testified—My name is Charlotte Badger Ashby, I suppose; don't consider that I am a married lady; was married to Wm. H. Ashby in 1875 in the Endowment House, in Salt Lake City; have no children; do not know where Mr. Ashby lives; he used to live at Holden, Millard County; he had another wife; her name was Nancy Maria Ashby; she was his first wife; don't think he had any other wife at that time; we all three lived together until 1881; I then moved to another house in the same town; I lived there about three years; went to Salt Lake in the winter of 1882, staying there nearly a year; went again in 1885, staying there nearly three years; when I went from Salt Lake I went to Holden, where I have been living for three years past; I live in my own house; my husband furnishes me nothing; I have visited Nancy's house once; Mr. Ashby was there; I went to ask him for assistance; I did not get it because he did not have it; that is the only time I have been there for seven years; he visited me in 1883; he has not visited me since that time; I did not see him in Salt Lake; I have not seen him at Holden except on the street; he ceased living with me in 1883 at my request; we could not agree; he seemed willing to quit.

To Mr. Thurman—Have not been on speaking terms with Mr. Ashby for seven years; have only spoken to him once in that time.

Nancy Maria Ashby was called—Am the legal wife of Mr. Ashby;