DAVIS' REQUEST COMPLIED WITH

Mayor Sends to Council Communications Concerning Bond Issue.

THANKS FOR THE COURTESY.

Letters Reveal the Fact That Company Will Stand by Its Agreement.

Although the resolution of A. J. Davis, requesting the mayor to send to the council all communications in his possession from the bond buyers received by either he or the city attorney, since the sale was made, was not legally adopted by the council because it did not receive a majority vote of all the members thereof; Mayor Morris submitted the communications last night and they were read to the council by City Recorder Critchlow. The communications from the general solicitor of the company show no desire on the part of the purchaser of the bonds to repudiate its not but only show that every detail will be investigated in order to satisfy the comegal before any money is paid on the

The mayor in his communication The mayor in his communication stated that the resolution requesting him to send the letters to the council was not legally adopted but as there was nothing to be withheld in regard to the matter he would submit them. After all of the communications and telegrams were read, A. J. Davis moved that they be referred to the city attorney, and that he be requested to instruct the council what course to pursue in the matter. pursue in the matter.

THE MOTION DISCUSSED.

Wells moved as a substitute that turned to the mayor with thanks for his courtesy in sending them to the council. He said that there was noth-ing in the letters to be referred to the city attorney as they were all between he and the attorney for the company. There was nothing in the letters, he said, to indicate that the company does not want the bonds but all they want s to be satisfied as to the legality of

the issue.

A. J. Davis then stated that his reason for wanting them referred to the city attorney was so that in the future all such matters would come di-

etly to the council. Fernstrom thought that such a movement on the part of the councilman from the Fifth was rather queer, as there was no question but that when the mayor had any matter that should come before the council he would certainly let them know about it. He was not at all surprised at the delay, and red tape on the prt of the company, as he said the city had had the same experience bn former bond sales, hence there was no cause for alarm. A vote was then taken on the substitute moion of Wells and it was carried.

SOME OF THE LETTERS.

Following are the most important communications which have passed be-tween the solicitor for the company and City Attorney Dey, but the latter's last communication has not yet

New York, March 20, 1905.—Hen. C. C. Dey, Salt Lake City, Utah. My Dear Sir: There are one or two questions which lie in the foreground, and would seem to me to prevent the bonds in question from being legally marketable. In the first place your Constitution pro-vides, art, 14, per. 4, "that any city or town when sutherized as provided in section 3 of this article, may be allow-ed to incur a larger indebteduess not exceeding 4 per centum additional for supplying such city or town with water. artificial lights or sewers, when the works for supplying such water, lights and sewers shall be owned and controlland sewers shall be owned and controlled by the municipality." You, however, propose to incur an indebtedness on behalf of Salt Lake City without such ownership and control when the bonded indebtedness is incurred. This apparently is conceded in your letter of March 10.

Suppose you issue these bonds as pro-Suppose you issue these bonds as pro-posed and you do not succeed in carry-ing out the plan proposed in regard to the purchase of water, rights, etc., you have then outstanding bonds of Salt Lake City constituting an indebtedness on which you promise to pay interest and yet you have no ownership or con-trol by the manicipality of any works trol by the municipality of any works for supplying water. What would be the legal position of such bonds? It seems to me that litigation might at once arise between the holders of these bonds and some taxpayer as to the validity of the indebtedness involving the tax for such indebtedness. It does not seem to me that such bonds would be valid and legal bonds.

be valid and legal bonds.

If the Constitution and statutes of your state allow your city after taking certain proceedings to issue bonds and use the proceeds as and when you might need them for water supply, then an entirely different question would be presented, but the Constitution and section 310 apply to incurring a bonded indebtedness only under the circumstances above stated.

If the situation were such that all the

If the situation were such that all the city needed to acquire works for water supply and sewers, was increasing the bonded indebtedness wherewith to pro-cure money to pay, and would acquire

cure money to pay, and would acquire such properties upon issue of the bonds, then there would be no objection.

Second. Referring to the proposed indebtedness the Issue of the proposed bonds does not under the circumstances, in my opinion, carry out the purpose of the election. At a special election held in Salt Luke City the question submit-ted was as follows:

in sair take thy the question submit-ted was as follows:
"The question of incurring a bended indebtedness in the sum of eight bun-dred and diffy thousand (3859,000) del-lars for the purpose of defraying the expenses of increasing the water supply of said city by laying often and each or said city by laying pipes and establishing a water system to conduct we ter from Big Cottonwood creek and Mill creek and their tributaries to Salt Lake City, and acquiring water and water rights in said streams and in tital lake, and by improving and extending the present system of water distribution by which water is now distributed throughout and city."

Under this question, the indebtedness to be incurred was salely in connection with the Cottonwood creek plan, etc. with the Cottonwood creek plan, etc. The words in the question are "the expenses of increasing the water supply of said city by laying pipes and establishing a water system," etc. The voters never contemplated any use whatever of the proceeds of the bonded indebtedness authorized except in connection with the pipe.

nection with this plan.
In your letter to me of March 10, after reciting the difficulties of carrying out the Cottonwood plan, you go on as

I do not consider the existing difficulties and situation as having any ef-fect upon the bond issue, either in respect to the validity of the bonds or se-curity behind them. To obtain an ad-ditional water supply is the sole object of the bond issue, and this will neces-

sayily be the use to which the money will be applied, and naturally, if the city cannot obtain the water in accordance with the present plans, some other method to accomplish the same purpose will have to be pursued."

appears therefore that the whole onwood plan may have to be abanoned and the voters only authorized to bonds for the purpose of carrying at the Cottonwood plan. The bonds, therefore, are certainly not legal for any other purpose. If the Cottonwood plan is finally abandoned, how can the proceeds of the bonds be used for any other water supply by any other method? They certainly could not be because no such authority was given by the voters. The bonded indebtedness would therefore have been incurred for a purpose not authorized by the voters. do not see how the bonds could actu-ly be issued, money paid to the city id the city become Hable for the inst merely by some use of the pro-

I thought at first that possibly the question connected with the issue of the water hands might be divorced from sewer bands, but I find that the com-mittee in making its report to the city council of Salt Lake City on the sublect of an election, states in regard to

the sewer as follows:

"This cannot be properly accomplished with the present inadequate supply of water, but, when the supply is increased, as contemplated by this report, we think that provision should be made for the construction of a sewer system for the lower part of the city, which previous estimates of the city engineer show will cost about \$150,000." ngineer show will cost about \$150,000."
This indicates, as a matter of fact, he construction of the sewer system is dependent upon the water supply being increased as proposed. It would seem, therefore, that the two questions submitted to the voters are so linked together that if one falls of carrying out. other must, so that the sewer bonds and in the same uncertain position as the water bonds.

ne water bonds.

I regret to come to these conclusions,
ut it is impossible for the company to
urchase any bonds which are regardd as questionable. We have a system
f procedure in this state by which of procedure in this state by which facts can be agreed upon and the case presented to the supreme court. If you have any such system in Utah, it might be that the facts can be agreed upon and the matter presented to the supreme court for its decision, or a suit might be begun by a taxpayer and the matter hurried along and decided. Pending this, if necessary, arrangements could. I think, be made for a postponement of the questions relating ostponement of the questions relating our bid and the issuing and deliver passed upon by the court of last re-

In writing you this I assume that there were no other legal objections to the bonds. It does not seem to me necessary to consider any other questions while this vital one is still in the way. I do not think the Constitution and statutes of your state permit you to issue and deliver bonds when at the time of such issuing and delivery the city has nothing to show for them. I am, very

EDW. LYMAN SHORT, General Solicitor

CITY ATTORNEY'S REPLY.

March 31, 1905. Mr. Edward Lyman March 31, 1909. Mr. Edward Lyman Short, General Solicitor Mutual Life In-surance Co., New York City, New York, Dear Sir—Your letter of the 20th Inst. came duly to hand and would have been answered sooner but I have been walt-ing for some developments which ma-terially tend to simplify the situation with regard to the issuance of the city

have practically reached an agreement by which the city will become posses-ed of the water rights and easements few days. Besides, I find, upon careful examination of the authorities, that our statute on the subject of eminent do-main is sufficient to enable us to condemn such property as may be neces-sary for the accomplishment of our purpose, as appears from the enclosed

brief on that subject.

Your former letter reached me just as I was leaving the city and in the hasts of making reply I did not fully explain the situtaion as to our present waterworks system and the proposed im-provement thereof, which I think has an important bearing on the legal ques-

Salt Lake City, which is owned and controlled by the municipality, em-braces several large and substantial reservoirs, a concrete masonry con-dult about five miles long. 160 miles of pipe, 1,500 valves, 1,150 hydrants and its

present estimated value is \$4.477,152.
Through this system the present population of the city amounting to approximately 75,000 inhabitants, is sup plied with water. The present sources of supply are City creek, Emigrator creek and Parley's creek. The water from Parley's creek are conducted from Parley's canyon to the city through the conduit, and distributed through the conduit, and distributed through its water mains. The proposed extension and enlargement of the waterworks system and increase of the water supply contemplate the construction of a substantial conduit from Big Cottonwood canyon to Parley's canyon, for the purpose of delivering the waters of Big Cottonwood creek into Parley's caryon, at the intake of creek reservoir, at the intake of present conduit, through which it If he conducted into the water mains he Parley's creek condult to Big Cot-

n pursuance of the right and power which the city has under the Constitu-tion of the state, (Art. xi, sec. 6.) to ex-change water rights and sources of water supply for other water rights or sources of water supply, it has pro-cured options from the owners of waer and water rights in Big Cottonwood reek for the exchange by said owners their water and water rights to the ity for irrigating water from Utah ake, which the city now owns and is able to deliver to said parties for Irri-

White it is desirable on the part of the city to construct its conduit at such an elevation that it will be able to divert the water from Big Cottonwood creek at a point above the oil paper will gite, which is now claimed by the trian Light & Rallway company, it is not absolutely necessary that this should be done, because the water can be taken out below the paper mill site and conveyed into Salt Lake City at he taken out below the paper mill site and conveyed into Salt Lake City at sufficient elevation to be used in the areaent waterworks system. While it a remainably certain that the rights of he litab Light & Railway company will be acquired by the city without resorting to condemnation, still, if such para sellings should be deemed necessary. proceedings should be deemed necessary and desirable, the city can immediately lake possession of the property under our statute and prosecute the work of struction pending the determination

Inasinuch as the contemplated work

Catarriets

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Give instant relief in Sour Stomach, Heartburn, Nausea, all discomforts of indigestion and dyspepsia. Pleasant and economical. Medium size, 25c.; Large, \$1; Pocket, handsome aluminum

on the part of the city consists of an extension and enlargement of the present waterworks system, which is not owned and controlled by the municipality, it would seem that the issuence of the bonds, pending the construction of such extension and enstruction of such extension and en-largement, would not, by any fair con-struction, render them subject to the constitutional objection that the works are not owned and controlled by the city, because it would be simply a bet-terment and enlargement of the system which the city now away and controlled which the city now owns and controls. If the objection is valid, the city could not issue bonds for the purpose of raising money to extend its present water mains in the city, because the new mains, not being in existence at the time the bonds were issued, could not then be owned by the city, and yet, as fast as constructed, they would become the property of the city and a part of the waterworks system just as the cotemplated works would become a par of the system, and, indeed, the exter sion and enlargement of the mains is one of the items of improvement which is contemplated, it being the purpose to use at least \$100,000 of the money for

that purpose.

There is no intention on the part of the city of abandoning the plan of bringing water from Big Cottonwood creek. That plan must be carried out, because there is no other available source of supply. When I said in my letter that, "if the city cannot obtain the water in accordance with the present plan, some other method to accome that purpose. the water in accordance with the present plan, some other method to accompilsh the same purpose will have to be pursued.' I did not mean, as you seem to infer, that the city might conclude to abandon the plan of getting water from Big Cottonwood creek, but only that it might change its plan so far as the location of the proposed conduit and pipe line is concerned.

The question submitted to the people was as to "increasing the water supply

was as to "increasing the water supply of the city by laying pipes and establishing a water system to conduct water from Big Cottonwood creek and Mill creek and their tributaries, to Sal-Lake City," but the question as to the character and location of the pipes through which the water is to be conducted is still open for determination and will be decided in accordance with the best interests of the city under

existing conditions. I do not see any necessity for submit-ling the matter to the court and the de-lay which would result from so doing lay which would result from so doing would be a great inconvenience and injury to the city, as it desires to proceed with the work as rapidly as possible, so that the water may be brought into the city before next winter. In the case of state vs city council, 25 Utah, 13, our supreme court decided that bonds could be legally issued by the city "for the purpose of increasing the water could be legally issued by the city "for the purpose of increasing the water supply and improving the waterworks of the city." The proposed issue is for exactly the same purpose, and the ownership and control of the works is precisely the same as it was when that case was before the court. In state vs Quayie, 26 Utah, 26, val-idity of bond issue of Logan City "for bullding and establishing of an electric plant to be owned by said municipal-ity and for supplying said Logan City

with artificial light," was sustained. It is true the question you raise was not passed upon, but the bonds were issued and sold in advance to provide the n oney to construct the works, etc. e constitutional restriction upon sche for bonds to cases only "where

works for supplying such water * * shall be owned and controlled the municipality," was apparently designed to enable cities to supply themselves with water, light and sewrs and to encourage municipal owner ship of the water supply and lighting facilities. This is emphasized by Sec. Article 9, Constitution, prohibiting cipal corporations from in an anner disposing of any waterworks by or hereafter to be owned or con-olled by it, and requiring the same, be maintained and operated by it,

being a limitation in respect to the think when the city can issue bonds. I think, on further reflection you will concede is rather the condition upon which the city can issue the bonds and thereby procure the money for the spe-cial purpose authorized. Otherwise there could be no construction, enlargement or extension of works and mu-nicipal ownership for want of authority to obtain the money necessary to ac-complish such purpose. Our mayor has authorized me to say that any safeards we can offer to the satisfaction your company, to the end that the occeds of the bonds will be all used in extending the water and sewer sys-tems, and in substantial compliance with the scheme as presented to the voters, we are ready to comply with. Very truly yours. C. C. DEY, Very truly yours. City Attorney.

AN ENJOYABLE OCCASION Fourth Quorum of Seventy Does Henor to Returning Members.

A social reunion of the officers and nembers of the Fourth quorum of Seventy was held in the Twenty-first ward assembly rooms last evening, The hall was beautifully decorated with palms, shrubs, and flowering plants and presented an exceedingly pleasing appearance to the guests as they entered. About 200 ladies and gentlemen were present, including representatives of the Bishopries of he Twenty-first and Twenty-seventh yards and Presidents Seymour B Young and George Reynolds of the First Council of Seventies. Elder Ben-jamin Goddard acted as master of ceremonies. The musical program consisted of the following numbers: Piano duet, Misses Gwendelin Wil-liams and Laurinda Poulton; humorous reading, Mrs. Alice C, Tuddenham; solos, Miss Irene Kelly; recitation, Miss Edna Hull; solo, Mrs Annie Owen; haritons solo, Mr. Dan Coulam; solo, Miss Edna Evans; baritone solo, Mrs. John D, Owen, D, John D, Owen,

During the evening an address was elivered by President Josiah Burows, who referred to the many years faithful service spent by the followig members who are now leaving th on as High Priests, viz.: Presidents Mind as High Priests, Viz., Presidents Wm. H. Tovey, Wm. D. Owen and Robert Aveson and Elders Thomas Mitchell, Mark Beach, L. L. Hudson, Thomas Flemming, James H. Poulton, Thomas Ash, Wm. G. Westwood, Wal-ter W. Williams, Antone Hoffenbeck, B. S. Wilson and Charles Ringwood, Same of these westerns. ne of these members have been quorum for over 20 years and thel

ence will be greatly missed ouncils and gatherings of the future. President Burrows also welcomed President. Burrows also welcomed to the quorum of Seventy the fol-towing members, who have recently een ordained and transferred from the Elders' quorum, viz.: Elders Wil-am Purt. Edward Lakin, Thomas H. ish, Andrew Jacobsen, Wm. S. High-m, Ambrose S. Higham, Anthony ther, Albert E. Neslen and Morgan L. Davis.

At the close of this address a bevy girls entered the hall and present-l a small bouquet of carnations to uch of the above named retiring Sev-

entles.

President William H. Tovey responded very feelingly and referred to the numerous changes that had taken place since his connection with the quorum in the early days when the excises were conducted in the glimmer of the tailow candle. Earnest rords of exhortation were spoken and ill present were admonished to be iligent in magnifying their callings

n the Church.
President Seymour B. Young addressed the assembly and referred to the organization of the Fourth quor-um of Seventy in Nauvoo in the year

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Heber C. Kimball, Phineas Young and others were present. He traced the growth of the quorum since that time and in closing recited a beautiful poem on "The Master's Coming," and com-mended the forcible lesson contained therein to the consideration of the

Dainty refreshments were subseuently served and the remainder o the evening was spent in social chats and reminiscences enlivened with toasts by Presidents George Reynolds, Seymour B. Young, Bishop M. S. Woolley, Alexander Lyon, J. P. Meil-strup and H. J. Foulger.

COMPROMISE IN SCHETTLER CASE.

For many months it has been runored that compromise proceedings were under way in the case of B. H. Scheitler, ex-banker, that would bring about a settlement of the difficulties into which the bank has been plunged since its failure. Today it was learned that at last the propositions have reached a definite basis and that negotiations are under way looking to an early settlement of the entire matter, A proposition made to Mr. Schettler awaits his acceptance, and he has practically agreed, it is stated, to accept it provided he can raise the necessary funds. The proposition is that Scheitler use the bank's assets and the roperty in litigation, as security for loan of sufficient money to pay 50 cents on the dollar to depositors, this to be net, and Schettler to stand all expenses. In return the depositors agree to give receipts in full for settlemen on this basis, to dismiss the civil suits, to refrain from planting criminal suits against the two Schettler boys, who with their father are said to have taken deposits after the bank was insolvent and to remain inactive in regard to the criminal suits already planted against the ex-banker.

The compromise case is not being handled through the attorneys on either side, but has been worked by depositors, and taken up directly with Mr. Schettler. David Hissehe, whose parents lost heavily in the case, has spent the past few weeks in Salt Lake work-ing for a settlement. "I have," he stat-ed to the "News" this afternoon, when asked for a statement, "secured the promise of most of the heavy creditors to agree to a settlement on the above lasis, and from the opinion expressed by Mr. Schettler, I am hopeful that results will be reached very shortly."

Suit for Child's Board.

An attachment suit has been filed in the district court by Louisa Rhodes against Robert E. Allen to recover \$429, alleged to be due for the board and maintenance of Edward F. Allen, the 8-year-old son of defendant, from Nov. 1901, up to the present time. The tachment is based on the fact that defendant is a non-resident of this

PAID FEE FOR DIVORCE. Rescinded Decree Again Granted by Judge Armstrong.

The filing fee in the divorce case of Nellie Tremelling against Arthur F. Tremelling was paid to the cierk of the district court today, and the complaint was accordingly filed. The attorney then appeared before Judge Armstrong and again secured a decree in favor of plaintiff in the case. A decree was rendered in the case, a decree was rendered in the case, as assurday but was plaintiff in the case. A decrea but was dered in the case on Saturday but was set aside yesterday by Judge Armstrong because the fees were not paid. The decree was rendered on the grounds of habitual drunkenness and failure to

CASE DISMISSED.

Action on Cattle Contract Settled by Stipulation. Judge Ritchis today dismissed the case of Wells-Pargo & Co., against Henry G. Rand and Haley & Saunders by stipulation, the same having been sattled out of court. The court ordered the receiver, George M. Downey, to pay to plaintiff all the funds in his hands as such receiver and that upon such payment his bondsmen will be released and he will be discharged from further liability in the case.

The action involved the possession of warrant from the United State for about \$92,000 due Rand on a cattle transaction with the government Plaintiff claimed that it advanced de endant sufficient funds with which carry out his contract and that the money had not been paid. A receiver was accordingly appointed to take charge of the warrant and collect the

BOSTON MARKET.

Closing quotations today as re-ported by the Brokerage & Finance Co., successors to Hudson Sons Co., brokers, were:

Amalgamated ... 84 33½ 38 14 33% 39 14% Bingham Con. Mercur Daly-West Utah U. S. Mining 42% 31% 43 32

HARRIMAN'S PLANS MAY BE CHANGED.

\$100,000,000 Issue of Union Pacific Preferred Stock May Not Be Authorized

AT MEETING HERE ON MAY 5.

Rockefeller, Morgan and Hill Interests Propose to Vote as a Unit For Harmony.

New York, April 25 .- A harmonizing of powerful and recently antagonistic interests in the financial world has been accomplished, says the Times today, which probably will check the ambitions of certain Pacific railroad interests. It is learned from excellent sources, the is learned from excellent sources, the paper continues, that an understanding has been reached by the so-called Rockefeller interests, the Morgan interests and the Hill interests, by which the holding of the Union Pacific stock of these men and their friends will be voted as a unit for purposes of deciding all questions affecting not only this property but its relations to other rail-roads as well and that as a consequence of such understanding it is probable that the proposed \$100,000,000 issue of preferred stock of the Union Pacific may not be authorized at the meeting which is to be held on May 5 at Salt Lake City. All the men directly concerned in the matter decline to talk about it for publication or to make any direct statement.

\$ GEORGE GEIGER RESIGNS

Assistant Superintendent of R. G. W. Goes to Cincinnati May 1.

George Geiger, assistant superintendent of the Rio Grande 3 Western, yesterday handed in his resignation to Gen, Supt. 3 Welby, effective May 1. Mr. Geiger on that date goes to Cincinnati as division superintendent of the Cincinnati, Hamilton

and Dayton, under J. A. Edson. During the two years he has & been in Salt Lake Mr. Geiger has 3 made friends both socially and among the trainmen, who regard 3 him as an exceptionally bright and up-to-date operating official. Prior to coming to the Rio Grande Mr. Geiger was for seven 3 years with the Co; on Belt road and subsequently three years with the Kansas City Southern. His successor here has not been appointed, as the resignation came so suddenly and nothing could be done until the return of Mr. Welby from Denver,

**** C. & N. W. TO BUILD.

Work to Start on Extension to Lander,

(Special to the "News.")
Casper, Wyo., April 25.—Information
has been received here to the effect that
the Chicago & Northwestern will shortly begin to deliver material and sup-plies here for the extension of the road from Casper to Lander. The aunouncement is also received that actual con-bruction work will begin not later than June 15, and the line will be completed to Lander in time for the open-ing of the Wind River Indian reservaon on June 1, 1906. Kilpatrick Bros. Collins, who have the contract for the grading, have advertised for men and teams for the work. The road will probably be built as the

Wyoming State Railway, of which ex-Governor Fennimore Chatterton is the

FREE ORANGES.

Salt Lako Route Has Strengens Times Ahead Hore Next Week.

The Fruit Growers' Association of Southern California, with commendable enterprise, is shipping several dozen boxes of oranges to Sali Lake for free boxes of oranges to Sail Lake for free distribution, as a means of advertising the Sait Lake Route. It is proposed to give each caller at the San Pedro ticket office on Second South an orange. As no riot call boxes connected with the police station have been installed to date the distribution will be watched with interest, especially if it occurs on Saturday, when all the schoolchildren. with interest, especially if it occurs on saturday, when all the schoolchildren will be available for the grand onslaught. At the hest there are strenuous times ahead of District Freight and Passenger Agent J. L. Moore and associates while those oranges last. In addition to this feature the front of the local ticket office is to be decorated with orange trees, palms and pepper trees in tubs, fruits and cereals, a large stuffed specimen of the famous flying tuna and a collection of curios from Catalina island. from Catalina Island.

O. S. L. DOUBLE TRACK CASE, Mrs. Butterworth and Other West Side Residents Testify.

Judge Morse was again occupied with the hearing of the order to show cause part of yesterday in the case of Alice Butterworth and other Third West street property owners, against the Oregon Short Line Railroad company. Mrs. Butterworth, S. E. Hamer, C. H. Plant. Fred Brown, R. K. Thomas, J. H. Davis and S. H. Love were on the winess stand yesterday and testified as to the damage to property caused by to the damage to property caused by the operation of the railroad on that street. Some of them said that the trains killed chickens, javred the houses and kept women awake all night walk-ing the floor with their bables. The further hearing on the matter was continued until May 1.

Wyoming Wool Sales. Special Correspondence.

Cheyenne, Wyo., April 23.—John M. Hench of Casper has sold his individual wool clip to a Boston house for 22 cents per pound, this being the highest price paid in Wyming this year. It is believed that before all of the Wyoming wool is disposed of a price in excess of 24 cents will have been raid for a Wio. 24 cents will have been paid for a Wyo-ming clip. The best price for a large ellp yet paid in the state is 21 cents for the Cosgriff Bros.' wool, which will aggregate over three-quarters of a mil-

United States Marshal F. A. Hadsell cented states Marshai F. A. Hadsell yesterday sold his wool to an eastern firm for 20 cents per pound. Mr. Hadsell ranges about 12,000 sheep north of Rawlins, and will guther about 100,000 pounds of wool. He sold his 1904 clip for 14 cents. A gang of men is now shearing the Hadsell sheep.

SPIKE AND RAIL

Ballasting operations on an extensive

scale are to be the feature from this time on on the Salt Lake Route, J. W. DeFord has been appointed assistant roadmaster for the subdivision No. 2, to include the line between Juah

and Callente and the Frisco branch of the Salt Lake Route. General Manager E. E. Calvin of the Southern Pacific met the Harriman-

Clark party on its arrival at Los Angeles yesterday. A conference between representatives of all three interests is due today. On alternate Sundays throughout the summer the Oregon Short Line and the Rio Grande will operate excursions to Ogden and return for \$1 the round trip. This means that this rate will be in ef-

There are now 27 former railroad men lying at Payette, among them being J. M. Bennett, ex-superintendent of oridges and buildings and W. Ryder, former Short Line superintendent of a

fect every Sunday throughout the sea-

BUSINESS NOTES.

The Hamilton Fort Field Reservoir & Irrigation company of Hamilton, Iron county, filed a copy of its articles of in-corporation in the recretary of states office today. Its capital stock is \$10,000, divided into shares of the par value of \$1 each. F. W. Middleton is president; Priscilla Urie, vice president; F. E. Brown, secretary and treasurer.

Today's local bank clearings amounted to \$484,121.93, as against \$418,487.46 or the same day last year.

The Sait Lake banks are subscribing to the Western Pacific bonds, an evidence of faith at home in the great en-

WEATHER REPORT

Record at the local office of the weather bureau for the 24 hours ending it d a. m. today

Barometer reading at 6 a. m., 5.33 inches, Temperature at 6 a. m., 48 de-grees; maximum, 64; minimum, 47; mean, 56, which is 5 degrees above nor-

Excess of daily mean temperature ince the first of the month, 44 degrees.
Excess of daily mean temperature direct January 1, 318 degrees.
Precipitation since the first of the

1.52 inch, which is .30 inch be-Deficiency in precipitation since Jan-tary 1, .56 inch.

FORECASTS TILL 6 P. M. WEDNES-DAY.

Local forecast for Salt Lake City and icinity: Partly cloudy tonight and Wednes-tay with local showers; cooler Wednes-

Jtah-Forecast taken at Denver, Partly cloudy tonight and Wednesmy with local showers; cooler Wednes-

L. LODHOLZ.

Observer Temporarily in Charge TODAY'S TEMPERATURE.

it, m. a. In. Me commencement of the contract of the contrac

YESTERDAY'S RECORD. Lowest 53

PROBATE AND GUARDIANSHIP

NOTICES.

Consult County Clerk or respective sign-ers for further information. in the District Court for Salt side County, State of Utah. In the mater of the estate and guardianship of Ernst W. Aprigren and Elmer R. Aprigren almors. Notice of Sale of Real Issue,

est W. Apeigren and Elmer R. Apeigren, Minors. Notice of Sale of Real isstate.—
The undersigned will sell at private allo on or after the lith day of May, 1995, the following real estate located in Bluff Daic, Sait Lake County, Utah:
An undivided two-sixths interest in all that piece of property located in Salt Iaske County, State or Utah, as follows: Beginning at the southwest corner of left, in section 16, township 4 south, range I west, Sait Lake Meridian, running thence north 17.55-100 chains, more or less, to a stone monument, thence east to the west bank of Jordan River, thence in a southernly direction along the said bank of Jordan River to the southern line of said lot 6, thence west along the south line of said lot 6 to the point of beginning, being a piece of land 17.55-100 chains wide, more or less north and south and being bounded on the east by the said west bank of the Jordan River, and on the west by the west line of said lot 6, containing 26 meres more or less, and being part of the said lot 6. In section 10, township and range aforesaid.

Written bids will be received by the undersigned at the office of Harrington & Sanford. Sait Lake City, Utah, for the balance on confirmation of sais.

above land.
Terms of sale, 10 per cent down and the balance on confirmation of sale.
Dated April 25th, 1995.
Guardian of the Persons and Estates of Ernest W. Apelgren and Elmer R. Apelgren, Minors.
Harrington & Sanford. Attorneys, Atlas Block, Salt Lake City, Utah.



MASS MEETING ENDS IN TRAGEDY Congressman John M. Pinckney

And Two Other Men Killed at Hempstead, Texas.

TROUBLE OVER LOCAL OPTION.

Purpose of Meeting Was to Petition Governor to Send Rangers to Enforce the Law.

Hempstead, Tex., April 24.—Congress. man John M. Pinckney and two other men were killed at a mass meeting here tonight, called for the purpose of petitioning the governor to send rangers here to enforce the local option law. J. M. Brown, a leading lawyer and prominent anti-prohibitionist, began

DEAD. J. N. Brown.

Congressman John M. Pinckney, Tom Pinckney, brother of the congressman. John Mills, a leading prohibitionist,

the shooting, which became general in

t is feared, cannot survive the night, Doc Tompkins, private secretary to Congressman Pinckney, and Rollin Brown, son of J. N. Brown, are badly wounded, but how seriously cannot be learned. There are many armed men on the streets tonight, but it is not beleved there will be any more trouble, The governor has been notified and

will send rangers here. Late tonight J. E. Mills died from the wounds he received. He was a farmer who had long been prominent in the affairs of the county.

When the trouble began Tompkins, private secretary to Congressman Pinckney, was making a speech to a motion. Capt. Brown had the floor, He used language which was objected to, and at the same time grasped Tomp-kins by the coat. Congressman Pinckney sprang for-

ward and the shooting began, no one appearing to know who fired the first shot, though it is said that a kinsman of Brown fired, and that Congressman Pinckney was the first to iall, A number of men appeared to be engaged in the shooting, and something like 100 shots were fired.

Brown was a lawyer who had been

practising here for 20 years.

DIED.

DOW.—At Hamilton, Ontario, Canada, April 13, 1995, Mary Dow, aged 66 years. The deceased was formerly of the North London branch, and emigrated to Canada many years ago. She was the mother of Mrs. John Frankand of Salt Lake City.

CHIDESTER.—At St. George, Utah. April 19, 1906, of pneumonia, after an illness of 18 days. Sarah J. Chidester, beloved daughter of George and Sarah A. Casto, of Salina, Utah; born Dec. 2, 187, Sae was a dutiful child, a loving wife an mother, and a faithful member of the Church. She leaves four little children, a sorrowing husband, parents, brother, sisters, and numerous friends to moura her loss. her loss.

SUMMERHAYS. April 25, 1805, aged 79 years Jonnie M. Summerhays daughter of Jos. W. and Sarah Burrett Summer.

hays.
Funeral at the Forest Dale meeting-ouse. Thursday, April 27, at 1 p. m. 'riends invited. The remains may be lewed at the family residence, 255 south Eight East, from 11 to 12 a. m. the same



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