

DAVIS' REQUEST COMPLETED 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 act but only show that every detail will be investigated in order to satisfy the company that the bond issue is perfectly legal before any money is paid on the bonds.

The mayor in his communication stated that the resolution requesting him to send the letters to the council was not legally adopted but that he 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 the city attorney be requested to instruct the council what course to pursue in the matter.

THE MOTION DISCUSSED.

Wells moved as a substitute that the communications be immediately returned to the mayor with thanks for his courtesy in sending them to the council. He said that there was nothing in the letters to be referred to the city attorney as they were all between him and the city attorney. There was nothing in the letters, he said, to indicate that the company does not want the bonds but all they want is 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 he could be sure all such matters would come directly to the council.

Fernstrom thought that such a movement on the part of the councilman from the Floor 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 laid upon the part of the company, as he said the city had had the same experience in former bond sales, that there was no cause for alarm. A vote was then taken on the substitute motion of Wells and it was carried.

SOME OF THE LETTERS.

Following are the most important communications which have passed between the solicitor for the company and City Attorney Day, but which the latter's last communication had not yet been answered:

New York, March 20, 1905.—Hon. C. C. Day, Salt Lake City, Utah: My Dear Sir:—Your letter of the 20th inst. from the Floor was duly received, and I am glad to hear that you are so anxious to prevent the bonds in question from being legally marketable. In the first place your Constitution provides, art. 14, par. 4, "that any city or town when authorized as provided in section 3 of this article, may be allowed to incur a larger indebtedness than exceeding 4 per centum additional for supplying such city or town with water, artificial lights or sewers, when the works for supplying such city or town with water, artificial lights or 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 is apparently in violation of your letter of March 16.

Suppose you issue these bonds as proposed and you do not succeed in carrying out the plan proposed in regard to the purchase of water, rights, etc., you have then incurred a bonded indebtedness on which you promise to pay interest on which you have no ownership or control by the municipality of Salt Lake City. What would be the legal position of such bonds? It seems to me that litigation might arise from the fact that the holders of these bonds and some to question 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.

If the Constitution and statutes of your state allow your city after taking certain proceedings to issue bonds and use the proceeds to acquire water rights, might need them for water supply, then an entirely different question would be presented, but the Constitution and section 3 of this article, which authorize the city to incur a bonded indebtedness only under the circumstances above stated.

If the situation were such that all the city needed to acquire water works and supply and sewer works was increasing the bonded indebtedness wherever to procure 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 Lake City the question submitted was as follows:

"The question of incurring a bonded indebtedness in the sum of eight hundred and fifty thousand (\$850,000) dollars for the purpose of defraying the expenses of increasing the bonded indebtedness of Salt Lake City by laying pipes and establishing a water system to conduct water 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 Utah Lake, and by improving and extending the present system of water distribution by which water is now distributed throughout said city."

Under this question, the indebtedness to be incurred was solely in connection 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 to conduct water 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 Utah Lake, and by improving and extending the present system of water distribution by which water is now distributed throughout said city."

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

It appears therefore that the whole Cottonwood plan may have to be abandoned and the voters only authorized the bonds for the purpose of carrying out 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. I do not see how the bonds could be actually be issued, money paid to the city and the city become liable for the interest merely by some use of the proceeds of the bonds.

I thought at first that possibly the question connected with the issue of the water bonds might be divorced from the question of making the report to the city council of Salt Lake City on the subject 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 resolution, 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. This indicates, as a matter of fact, the 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 fails of carrying out, the other must, so that the sewer bonds cannot be issued in an uncertain position as the water bonds.

I regret to come to these conclusions, but it is impossible for the company to purchase any bonds which are regarded as questionable. We have a system of procedure in this state by which facts can be agreed upon and the case presented to the supreme court. If we have such a system 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 brought by the company against the city, and the matter decided by the courts. Pending this, if necessary, arrangements could, I think, be made for a sale of state bonds, which would be for our use and the issuing and delivery of the bonds. I would say that we will be glad to facilitate you in any way we can in having the validity of the bonds passed upon by the court of last resort.

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 truly yours,

EDW. LYMAN SHOIT, General Solicitor.

CITY ATTORNEY'S REPLY.

March 31, 1905. Mr. Edward Lyman Shoit, General Solicitor Mutual Life Insurance Co., New York City, New York. Dear Sir:—Your letter of the 20th inst. from the Floor was duly received, and I am glad to hear that you are so anxious to prevent the bonds in question from being legally marketable. In the first place your Constitution provides, art. 14, par. 4, "that any city or town when authorized as provided in section 3 of this article, may be allowed to incur a larger indebtedness than exceeding 4 per centum additional for supplying such city or town with water, artificial lights or sewers, when the works for supplying such city or town with water, artificial lights or 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 is apparently in violation of your letter of March 16.

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If the Constitution and statutes of your state allow your city after taking certain proceedings to issue bonds and use the proceeds to acquire water rights, might need them for water supply, then an entirely different question would be presented, but the Constitution and section 3 of this article, which authorize the city to incur a bonded indebtedness only under the circumstances above stated.

If the situation were such that all the city needed to acquire water works and supply and sewer works was increasing the bonded indebtedness wherever to procure 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 Lake City the question submitted was as follows:

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Under this question, the indebtedness to be incurred was solely in connection 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 to conduct water 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 Utah Lake, and by improving and extending the present system of water distribution by which water is now distributed throughout said city."

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on the part of the city consists of an extension and enlargement of the present waterworks system, which is now owned and controlled by the municipality. It would seem that the constitutional objection to the bonds, the construction of such extension and enlargement, would not, by any fair construction, render them subject to the constitutional objection on the ground that the bonds are not owned and controlled by the city, because it would be simply a betterment and enlargement of the system which the city now owns and controls. If that 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 first as constructed, they would become the property of the city and a part of the waterworks system just as the contemplated works would become a part of the system, and, indeed, the extension 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, it is not intended that 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 accomplish 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 to abandon the plan of getting water from Big Cottonwood creek and Mill Creek and their tributaries, to Salt Lake City, but the question as to the character and location of the pipes and conduits to be laid out and constructed 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 submitting the matter to the court and the delay which would result from so doing would be greatly inconvenient and injurious to the city. 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, our supreme court decided that bonds 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 made to be given to the city, so that that case was before the court.

In state vs. Quigley, 26 Utah, 26, validity of bond issue of Logan City "for building and establishing a water supply plant to be owned by said municipality and for supplying said Logan City with artificial light," was sustained. It is true the question you raise was not raised upon the bonds issued and sold in advance to provide the money to construct the works, etc.

The constitutional restriction upon the issue for the purpose of providing the money for supplying such water "shall be owned and controlled by the municipality," was apparently designed to enable the city to supply itself with water, light and sewers and to encourage municipal ownership of the water supply and lighting works. This is emphasized in article 6 of the Constitution prohibiting municipal corporations from in any manner disposing of any waterworks now or hereafter to be owned or controlled by the city, and the same works to be maintained and operated by it.

The provision you lay stress upon as being an invalid restriction upon the time when the city can issue bonds, I think, on further reflection you will concede is rather the condition upon which the city can obtain the use to construct the works, and the money for the special purpose authorized. Otherwise there could be no construction, enlargement or extension of works and municipal ownership for water, light and sewers to obtain the money necessary to accomplish such purpose. Our mayor has authorized me to say that any safeguards we will be able to make for the protection of the city, to the end that the proceeds of the bonds will be all used in extending the water and sewer system, and in such cases, as the city, with the scheme as presented to the voters, we are ready to comply with.

Very truly yours, C. C. DAY, City Attorney.

AN ENJOYABLE OCCASION

Fourth Quorum of Seventy Does Honor to Returning Members.

A social reunion of the officers and members 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 flowers, and the tables were covered with white cloths and set with glass and silver. The guests were received by the officers and members of the quorum, and the evening was spent in a most enjoyable manner. The program consisted of a musical performance by the members of the quorum, a reading of the scriptures, and a prayer. The evening closed with a social gathering and the exchange of gifts.

PAID FEE FOR DIVORCE.

Rescinded Decree Again Granted by Judge Armstrong.

The filing fee in the divorce case of Nellie Tremelling against Arthur P. Tremelling was paid to the clerk of the district court yesterday. The divorce was accordingly filed. The divorce was granted by Judge Armstrong, and the decree was rescinded. The case was then brought back to court, and the decree was again granted.

CASE DISMISSED.

Action on Cattle Contract Settled by Stipulation.

Judge Ritchie today dismissed the case of Wells-Fargo & Co. against Henry G. Rand and Haley & Saunders by stipulation. The case having been settled by stipulation, 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 contract and that the money had not been paid. A receiver was accordingly appointed to take charge of the warrant and collect the same.

BOSTON MARKET.

Closing quotations today as reported by the Brokerage & Finance Co. succeeded to Hudson Sons Co. brokers, were:

Amalgamated	87 1/2	Amek.	84
Bingham	103 1/2	23 1/2	23 1/2
Cons. Merc.	103 1/2	23 1/2	23 1/2
Daily-West	14	14 1/2	14 1/2
Utah	42 1/2	43	43
U. S. Mining	21 1/2	22	22

We've Been Telling You For Over a Decade That Three Crown Flavoring Extracts Are Of "High Strength" And "Absolutely Pure."

Have you read what State Chemist Harms says about them?



This trade mark guarantees that they will cost you nothing if you don't like them. Just say "THREE CROWN" to the grocer next time you buy extracts.

HEWLETT BROS CO.

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

Dainty refreshments were subsequently served and the remainder of the evening was spent in social chat and reminiscences culled from the past.

Seymour B. Young, Bishop M. S. Woolley, Alexander Lyon, J. P. Mellstrup and H. J. Foulger.

COMPROMISE IN SCHETTLER CASE.

For many months it has been rumored that compromise proceedings were under way in the case of B. H. Schettler, 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 by his acceptance, and he has practically agreed to it, and to accept it provided he can raise the necessary funds. The proposition is that Schettler use the bank's assets and the property in litigation, as security for a 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 settlement on this basis, to dismiss the civil suits, to refrain from planting criminal suits against the two Schettler boys, and to refrain from any action to liquidate the bank, and to remain inactive in regard to the criminal suits already planted against the ex-banker.

The compromise, it is being handled through the attorneys on either side, but has been worked by depositors, and taken up directly with Mr. Schettler. David H. Hild, whose name is prominently mentioned in the case, has spent the past few weeks in Salt Lake working for a settlement. "I have," he stated to the Evening News, "been asked for a statement, 'secured the promise of most of the heavy creditors to agree to a settlement on the above basis, and 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 Louise Rhodes against Robert E. Allen to recover \$420, alleged to be due for board and maintenance of Edward F. Allen, the 8-year-old son of defendant, from Nov. 15, 1904, up to the present time. The attachment is based on the fact that defendant is a non-resident of this state.

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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 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 railroads 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 Western, yesterday handed in his resignation to Gen. Supt. 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 made friends both socially and among the trainmen, who regard him as an exceptionally bright and up-to-date operating official. Prior to coming to the Rio Grande Mr. Geiger was for seven 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, Wyo., Shortly.

(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 supplies for the extension of the road from Casper to Lander. The announcement is also received that actual construction work will begin not later than June 15, and the time will be completed to Lander in time for the opening of the Wind River Indian reservation on June 1, 1906. Kilpatrick Bros. & Collins, who have the contract for the road, are now busy preparing for men and teams for the work.

FREE ORANGES.

Salt Lake Route Has Stringent Times Ahead Next Week.

The Fruit Growers' Association of Southern California, with commendable enterprise, is shipping several dozen boxes of oranges to Salt Lake for free distribution, as a means of advertising the Salt Lake Route. It is proposed to give each caller at the San Pedro ticket office a ticket to the Salt Lake for free, and no rider will be connected with the police station have been installed to date the distribution will be watched in the interest of the oranges. As no rider will be connected with the police station have been installed to date the distribution will be watched in the interest of the oranges. As no rider will be connected with the police station have been installed to date the distribution will be watched in the interest of the oranges.

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 side property owners, bringing in the Oregon Short Line Railroad company, Mrs. Butterworth, S. E. Hanes, J. H. Plant, Fred Brown, R. K. Thomas, J. H. Davis and S. H. Love were on the witness stand yesterday and testified as to the damage to property caused by the operation of the railroad on that street. Some of them said that the train killed chickens, jarred the houses and kept women awake all night walking the floor with their babies. The further hearing on the matter was continued until May 1.

Wyoming Wool Sales.

Special Correspondence.

Cheyenne, Wyo., April 23.—John H. Hensch of Casper has sold his individual wool clip to a Boston house for 22 cents per pound, this being the highest price paid in Wyoming 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 paid for a Wyoming clip. The best price for a large clip yet paid in the state is 21 cents for the Casgriff Bros' wool, which will aggregate over three-quarters of a million pounds.

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

BALE 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 Juniper and Callahan 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 effect every Sunday throughout the season.

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

BUSINESS NOTES.

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

Today's local bank clearings amounted to \$15,123.45, an increase of \$18,487.49 for the same day last year.

The Salt Lake banks are subscribing to the Western Pacific bonds, an evidence of faith at home in the great enterprise.

WEATHER REPORT.

Record at the local office of the weather bureau for the 24 hours ending at 6 a. m. today:

Barometer reading at 6 a. m., 5.33 inches. Temperature at 6 a. m., 45 degrees; maximum, 64; minimum, 47; mean, 56, which is 5 degrees above normal.

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

Precipitation since the first of the month, 1.52 inch, which is .30 inch below the normal.

Deficiency in precipitation since January 1, .36 inch.

FORECASTS—TILL 4 P. M. WEDNESDAY.

Local forecast for Salt Lake City and vicinity:

Partly cloudy tonight and Wednesday with local showers; cooler Wednesday.

Utah—Forecast taken at Denver, Colo.

Partly cloudy tonight and Wednesday with local showers; cooler Wednesday.

L. LODOLZ, Observer Temporarily in Charge.

TODAY'S TEMPERATURE.

6 a. m.	47
7 a. m.	51
8 a. m.	54
9 a. m.	59
10 a. m.	62
11 a. m.	64
12 m.	64
1 p. m.	63
2 p. m.	61
3 p. m.	58
4 p. m.	56
5 p. m.	53
6 p. m.	51
7 p. m.	49
8 p. m.	47
9 p. m.	45
10 p. m.	43
11 p. m.	41
12 m.	39

YESTERDAY'S RECORD.

Highest, 61; lowest, 35.

PROBATE AND GUARDIANSHIP NOTICES.

Consult County Clerk or respective judges for further information.

In the District Court for Salt Lake County, State of Utah. In the matter of the estate and guardianship of Edward W. Applegren and Elmer R. Applegren, Minors. Notice is hereby given that the undersigned will sell at private sale on or after the 15th day of May, 1905, the following real estate located in Shuff Dale, Salt Lake County, Utah, for the purpose of settling the estate of the said Edward W. Applegren and Elmer R. Applegren, Minors.

An undivided two-sixths interest in all that piece of property located in Salt Lake County, State of Utah, as follows: Beginning at the southwest corner of lot 6, in section 16, township 4 south, range 10 west, 6th principal meridian, south line, 17.55-10 chains, more or less, to a stone monument, thence east to the west bank of Jordan River, thence in a southerly direction along the said bank of Jordan River to the southern line of said lot 6, thence north along the south line of said lot 6 to the point of beginning, being a piece of land 17.55-10 chains wide, more or less, and south and south 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 acres more or less, and being part of the lot 6 in section 16, township 4 south, range 10 west, 6th principal meridian, south line, 17.55-10 chains, more or less, and south and south 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 acres more or less, and being part of the lot 6 in section 16, township 4 south, range 10 west, 6th principal meridian, south line, 17.55-10 chains, more or less, and south and south 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 acres more or less, and being part of the lot 6 in section 16, township 4 south, range 10 west, 6th principal meridian, south line, 17.55-10 chains, more or less, and south and south 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 acres more or less, and being part of the lot 6 in section 16, township 4 south, range