By this simple omission the money can only be spent for the site, and the Quartermaster-General cannot use a cent of it towards the building. He can expend a portion of the amount for the ground and then wait for further action of Congress in the matter, but if there is no extra session, the intent of the appropriation will be set aside beyond the time at which the building ought to be commenced.

This shows very clearly the necessity of care and caution in the wording of public measures, and the folly of that impatience which some legislators exhibit, when motions are made for the insertion or substitution of words necnecessary to make a law definite and free from ambiguity. Better to spend a little time in getting a bill verbally right before passage, than *to suffer the consequences of* carelessness after it has become a law. Principles, of course, are all-important, but mere words count for something, and unless judiciously selected and arranged may convey the very contrary of that which was intended by their use.

PECULIAR VERDICTS.

THE verdicts of juries in capital cases are as unsafe to prognosticate as the decisions of Utah judges. The Kalloch trial developed evidence complete and perfect against the defendant, yet he was acquitted. In the Hamilton case, another California affair, it was clearly proven that the accused, Mrs. Hamilton, shot down her husband with a pistol and with deliberate intent, and the "intelligent" jury brought in a verdict of "involuntary homicide." At the Dalton trial just closed at Beaver, it was shown that the prisoner was seen going with the old lady, Mary Parker, towards the hills, and soon after returning alone from the place where her body was discovered. She was brutally murdered, and, it was said, outraged, yet the jury brought in a verdict of "murder in the second degree."

How such decisions can be arrived at is a mystery. If Dalton committed the fearful crime, which it appears the jury believed him guilty of, on what *principle could* it be ranked as murder in the second degree? If it was not the worst kind of assassination we would like to know what the jury would call murder in the *first* degree. Under our penal code the wilful, malicious, premeditated killing of a person, or the committing of the act during an attempt at robbery, rape, or other crime, is murder in the first degree.

We do not wish to reflect upon the jurors who sat on the Dalton case, nor upon their intelligence or honesty. They probably acted according to their light on the serious matter before them, thrown by counsel and the Court. But generally speaking, in consequence of the foolish system which excludes from the trial of a case all jurors who are likely to form an intelligent estimate of the value and bearings of testimony and of the points of law relating to the matter at issue, the juries that sit upon the most important trials in the country are quite likely to reach a decision which will shock the common sense of the community.

There ought to be a reform in the common method of selecting juries, so that thoughtful, reading and intellectual minds may not be shut out of the jury box just because they have given some attention to the subject of the case, one that has been canvassed and discussed by all but those who would be least likely of all men to form a correct and sensible judgment. The theory is wrong, the practice therefore *is so often a failure of justice.*

THE GENEVA AWARD.

MUCH complaint has been made against the last Congress for neglecting to arrange for the distribution of the balance of the Geneva Award fund. As this matter is not generally understood, we offer the following brief explanations:

About one-half of the amount received from England remains undistributed. It was awarded September 14th, 1872; was paid September 9th, 1873. The amount was not sufficient to pay all who claimed indemnity from it. Difficult questions arose as to which classes of claimants should have preference. The amount of the award was about the aggregate value of all the property destroyed by all the Confederate cruisers. The most difficult questions to determine relate to cases where insurance companies had insured and paid for destroyed property. Should the money which they paid for the property be returned to them, or should it be paid to those who paid them the war premiums for insuring against the war risk?

It was apparent that the most immediate effect of the conduct of England was to cause very large amounts of premiums for war insurance to be paid to insurance companies. Later they were obliged to pay the owners for that part of the insured property which was destroyed by ocean warfare. It was shown that the war premiums received were much more than the war losses paid by them—hence that England in creating the danger *benefited* insurance companies by opening to them a new field for speculation, which they, in hope of gain, chose to enter, and entering, realized their hopes. Natural equity would seem to require that the money received from England as indemnity for her conduct should be paid to those who suffered loss by that conduct, and not to those who alone were benefited by it; but it is well established law, that where a vessel is insured as against total loss, and paid for by the insurer, he is entitled to the proceeds of any partial recovery from the wreck, having by subrogation all the legal rights of the owner.

Insurance companies employed many of the ablest attorneys in the country, who labored to establish the theory that the United States government in obtaining the money, acted as attorney for those of its citizens who had claims against England, and that the award created legal rights in favor of some of them, to which the law of subrogation applies; hence that the money must be paid to insurance companies, to the exclusion of thousands who had suffered loss through the conduct of England. It was, however, shown that the Department of State had been very careful not to deprive Congress of the power to do equitable justice with the money.

When the Treaty of Washington was being made, the English Commissioners were asked to allow the Geneva Tribunal, *in case* it found England any way in *fault, to* "award a *gross sum* to be paid to the United States in satisfaction of *all the claims referred* to it." They at first refused, but it was urged upon them that the feeling of injury on the part of citizens of the United States would not be removed unless the treaty was so made that our Government should be at liberty to give the damages awarded to the persons whom they might deem the actual sufferers, without regard to the decisions of the arbitrators at Geneva, and they at last consented. Whereupon the counsel of the United States at Geneva were instructed to "secure if possible the award of a sum in gross * * * the government *wishes to hold itself* free to decide as to the rights and claims of insurers upon the termination of the case. If the value of the property captured or destroyed be recovered in the name of the government, the distribution of the amount recovered will be made by this government without commital as to the mode of distribution."

Upon these facts being shown, both Senate and House rejected the theory of the Insurance Companies, and enacted a law for the partial distribution of the fund, with the proviso that no claim should be paid to an Insurance Company, unless it shall show that the sum of its losses in respect to war risks exceeded the sum of its premiums or gains in respect to such risks. The House *passed a bill* which would exhaust the whole fund in payment of actual loss. The Senate only provided payment at that time for those claims in relation to which there was no dispute, and which all agreed should be paid first. The Senate plan was adopted in conference committee, and it was provided that the balance of the money "shall be and remain a fund from which Congress may hereafter authorize the payment of other claims thereon.

Insurance companies have ever since made desperate efforts to secure the repeal of the law which restricts them to net loss, or to keep the fund subject to their hopes by preventing its use to pay losses. The House, in the 43d, 44th and 45th Congresses, passed bills to pay the other losses so far as the fund shall prove sufficient, but always so late in the session that the friends of the insurance companies could prevent action by the Senate. In the 46th Congress they secured a report from the Senate committee in their favor, and were very hopeful of a vote in the Senate to allow their claims; but it was rejected by just two votes to one. They had, however, succeeded in delaying this vote so long that a bill to distribute the fund was postponed and goes over to the 47th Congress.

As the claims of the insurance companies, which have been the only obstacle to the distribution, have now been rejected by decisive votes in both House and Senate, it is reasonable to suppose that the 47th Congress will give them no further heed but will dispose of the fund to pay losses.

MUNICIPAL POWERS AND PERSONAL RIGHTS.

THE *habeas corpus* case, as will be seen from the account of court proceedings, was decided in favor of the petitioner. The validity of the new ordinance requiring billiard halls to be closed at the same time as the liquor saloons, that is, at 10 o'clock at night, was not passed upon by the Judge. The arrested billiard-hall keeper was dischared from custody on a technicality.

It appears that Mr. Bechtol held a license from the city under the old ordinance, which did not specify the hour of closing. This license holds good until next June. The new ordinance, which requires billiard halls to be closed at a specified hour, was not passed until four days after the time when Mr. Bechtol received his license. It is held that having obtained it under the considerations of the old ordinance, he could not be punished for infraction of the new.

Mr. Miner argued, very properly, that the City Council held the right to change its regulations and that they must be observed. This must be apparent to every one who reflects upon the subject. It is necessary to the peace and good order of the city that such regulations be passed from time to time as will meet existing requirements. The City cannot wait for all the present licences to run out before passing a new ordinance with changed regulations. Licenses are not all granted at the same time, but are applied for and issued at different dates, and if new regulations could not be made until the licenses ran out they would never be passed. These regulations, if in accordance with the powers conferred by charter, ought to be obeyed, and if resisted, ought to be sustained and vindicated by the Courts.

The Charter of Salt Lake City empowers the City Council "To license, tax, regulate, suppress or prohibit billiard tables, pin alleys, etc." It will be seen from this that the powers of the City over such places are very large. If they authorize prohibition, they certainly authorize the closing of those places at a certain hour, which if it may be classed under the head of prohibition at all, is only so to a limited extent.

But citizens have rights as well as governments or branches of governments. If a license is granted under certain regulations, and before it runs out those regulations are changed, to the pecuniary detriment of the holder, has he no remedy in law? We think he has. But that remedy does not, or should not, consist in a violation of the law. If a license is issued under specified conditions for a certain amount and the conditions are changed, the holder might have his remedy in a return of so much of the license fee as would be fair and just under the circumstances, and should a court sustain an action for such return, if governed by equitable considerations, no one would have the right to complain. But the violation of a municipal ordinance is quite another thing, and if the ordinance cannot be pronounced invalid it ought to be sustained by those authorities which are created as conservators of the public peace.

We must conclude from the ruling of Judge Emerson that he does not hold the same views as to the nature of a license as those of Judge Hunter. In the liquor case, Judge Hunter ruled that the license fee was a tax. In the billiard hall case, Judge Emerson, in the same court, seems to hold that it is not a tax, but in the nature of a contract. We hope something will be done before long to settle this question. The uncertainties of the law are proverbial. But the rulings of Judges in the same court are expected to have some harmony at least. Judge Hunter's decision was diametrically opposed to decisions rendered by two of his predecessors, and it is possible that with further light and a fuller hearing he may change his views. At any rate the Supreme Court of the Territory should have an opportunity to pass on these disputed points in our municipal laws, for the present condition of affairs is very undesirable both to the parties dealing under licenses and the civic authorities who grant them. Let us have just and reasonable local regulations, placed on a substantial basis, and then let them be firmly enforced.

A Victim to Appearances.

A story is told of a North Adams young man, who called on a young lady for the first time, Sunday evening. After an hour or two of pleasant conversation on various subjects, the "man of the house" entered the room where the young people were sitting. He was introduced to the young man, and after a few remarks upon the weather, etc., left the room and retired for the night. Nine o'clock came, and the caller, saying "good night," left for his home. The next morning, on passing the house, the young man had occasion to speak with the young lady, and when about to resume his down-town journey, met the "man of the house" coming in the gate. "Well, young man, you held on pretty long," said the old gentleman, and the poor young man, without stopping to explain, went his way, puzzled whether to commit suicide or go a-fishing.—*Boston Globe.*

NOTICE.

In the Probate Court in and for the County of Salt Lake, Territory of Utah.

IN THE MATTER OF THE ESTATE OF DANIEL McALLISTER, DECEASED.

NOTICE IS HEREBY GIVEN, BY THE undersigned administrators of the estate of Daniel McAllister, deceased, to the creditors of, and persons having claims against the said deceased, to exhibit them with the necessary vouchers, within ten months after the first publication of this notice to Mary McAlister at Mill Creek, Salt Lake County.

Dated April 1, 1881.

MARY McALLISTER,
CHARLES E. MILLER,
Administrators of the estate of Daniel McAllister, deceased. w4t 10

NOTICE TO CREDITORS.

Estate of Jorgen Sorenson, deceased.

NOTICE IS HEREBY GIVEN BY THE undersigned, administrator of the estate of Jorgen Sorenson, deceased, to the creditors of, and all persons having claims against the said deceased, to exhibit them with the necessary vouchers, within four months after the first publication of this notice, to the said administrator, at his residence, Tenth Bishop's Ward, Salt Lake City, in the County of Salt Lake.

JOHN J. SORENSON,
Administrator of the estate of Jorgen Sorenson, deceased.

Dated at Salt Lake City, March 14th, 1881. w7 4 t

ADMINISTRATRIX NOTICE.

NOTICE is hereby given, that the undersigned was, on the 14th day of March, 1881, duly appointed and qualified as the administratrix of the estate of John W. Butler, late of Salt Lake County, deceased.

All persons having any claims against said estate will present them to the undersigned, at the office of Cunnington & Co., Salt Lake City, within ten months from the date hereof, or the same will be barred by the statute.

MRS. ELLEN M. BUTLER,
Salt Lake City, March 14, 1881. w7 4t

NOTICE.

In the Probate Court in and for Salt Lake County, Territory of Utah.

JOSEPH SOWDEN, Plaintiff, against ELIZA SOWDEN, defendant, } In Divorce.

The People of Utah Territory to Eliza Sowden, defendant, greeting:

YOU ARE HEREBY SUMMONED TO APpear in an action brought against you by the above named Joseph Sowden, Plaintiff, in the Probate Court in and for the County of Salt Lake, Territory of Utah, and answer the complaint filed therein, within ten days (exclusive of the day of service) after the service on you of this Summons if served within this County, and if not within the County but within the Third Judicial District of the Territory of Utah, within twenty days; otherwise within forty days.

This action is brought to obtain from this Court a decree dissolving the marriage contract existing between said plaintiff and you, and if you fail to appear or answer as by law provided said plaintiff will apply to this Court for the relief prayed for in his said complaint.

{SEAL} In witness whereof, I hereunto set my hand and Seal of said Court, in Salt Lake City, this 11th day of March, A. D. 1881.

D. BOCKHOLT,
Clerk of the Probate Court,
Salt Lake County.
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