PROVO.

PROVO, UTAH, Sept. 29, 1894.

FIRST DISTRICT COURT.

Business in Legal Quarters in the Garden City.

H. G. White, charged with adultery, was found guilty by the jury and will be sentenced on Oct. 13. He deceived a young girl under promise of marriage, and she after words learned that he was a married man.

A jury was called yesterday in the case of the People vs George H. Clark, of Pleasant Grove. Assistant Prosecuting Attorney Thurman prosecuted and J. W. N. Waldenstrom defended. The case is one wherein defendant is accused of being concerned in a case of petty larceny committed by some one else. The case is appealed from the Justice's court at Pleasant Grove. After the jury was called it was discovered that the papers in the case could not be found, and counsel were unable to state the case. Mr. Thurman stated to the court that he was willing for the jury to return a verdict of not guilty in the case. Judge Booth charged the jury to return a verdict of not guilty, and such a verdict was rendered.

The next case called was that of the People vs Samuel Young, assault with a deadly weapon. Defendant was called but failed to appear. (He was permitted to go on his own recognizance at the Nephi term of court.) His recognizance was declared forfeited, and a bench warrant ordered to be issued for him.

The People vs Peter Greenhalgh et al was then called and a jury empaneled. Assistant prosecuting Attorney Thurman and C. H. King prosecuted and M. M. Warner and Joshua Greenwood defended.

The defendants, Peter Greenhalgh, Nephi Jennings, Alvek Jennings and Thomas Goff are indicted for stealing $2,000 from Alma Robison, of Millard Co., for an interest in a mine in Detroit mining district, by falsely representing that certain ore was taken from the mine, and that a certain assay was made on ore taken from said mine. The ore was introduced in evidence. Alma Robison was the first witness. He testified that Peter Greenhalgh came to his house in Fillmore early in February, 1893, and stated that the Jennings boys and Goff had discovered a mine and that he had a chance to buy in. He returned a second time and showed witness a piece of ore said to be taken from the mine, and an assay made by Mr. Paxton, of Kansas. Greenhalgh urged witness to buy a fourth interest in the mine; they went to Holden to see the Jennings boys and Goff, who wanted $3,000 for the fourth interest; finally an arrangement was made whereby Greenhalgh gave his note for $2,000 and witness gave $500 and his note for $2,500 for the fourth interest. Witness was shown the mine, and defendants told him that the ore was dug out of the mine. The hole was only about two feet deep when he was at the mine; they dug down to about four feet while Mr. Robison was there; no other rock, similar to the sample was taken out while he was there. He had paid the $2,500 notes, but was at that time fully aware that he had been taken advantage of. At the time he paid the money and notes he was of the opinion that the mine was all right.

On cross-examination he said he paid the notes after he became satisfied that he had been defrauded, for the reason that he thought more of his word than he did of his money.

James Paxton, of Kansas, testified to making four assays for Peter Greenhalgh in February, 1893; one sample assayed $68,232.50 gold to the ton, Greenhalgh stated that the rock came from a mine that the Jennings and he were interested in, situated in the Detroit mining district.

The following civil cases were set: Fill Foote vs the Green River Cattle company, October 2nd.

Anna Marks vs J. T. Sullivan et al, October 2nd.

NEW CITIZENS.

The following aliens were admitted to all rights:

Charles T. Greenland, John A. Carreiro, John Brown, Wm. Fowler, M. T. Evans, J. G. McKinney, J. D. Fower, Wm. Street, Harry Williams, Tallesin Evans, all of Scofield; Wm. Smith, Samuel Smith, Nephi; N. C. F. Rasmussen, Provo.

Sheriff Burns.

An old resident of this city relates the following interesting incident in the early life of the late Sheriff Burns of Sanpete county. His parents both died while crossing the plains. They were traveling with a company of California emigrants, and were the only persons in the company intending to stop in Salt Lake City. After the death of his parents, Burns, who was a very small boy, was brought to Salt Lake City. He was taken to the Tabernacle, or Bowery, the Sunday following his arrival, and a history of his short but eventful life given with a view to have some one adopt the little stranger. His grandmother happened to be in the congregation, and was very happy to give her young relative a home.

Deseret National Bank

U. S. DEPOSITORY — SALT LAKE CITY, UTAH.

CAPITAL $500,000. SURPLUS $500,000.

Directors: L. S. Hills, Pres't. Moses Thatcher, Vice-Pres't. Wm. W. Riter, George Sutherland, Jas. T. Little, John C. Cutler, James Sharp, Henry Dinwoodey, D. H. Peery, Frank W. Jennings, John H. Sorens, John R. Winder, C. S. Tolbington.

H. S. YOUNG, CASHIER. SAFE DEPOSIT BOXES FOR RENT.

BANK OF SALT LAKE

JAMES H. BACON . . . . President. H. S. HOLLAND . . . . . Cashier
H. M. BACON . . . . Vice President. W. B. HOLLAND . Assistant Cashier

GENERAL BANKING BUSINESS TRANSACTED.
SAFE DEPOSIT BOXES FOR RENT.

Willard Woodruff, President. Geo. M. Cannon, Cashier.

CASH CAPITAL, - - $200,000
CASH SURPLUS, - - $200,000

Zion's Savings Bank & TRUST CO.

No. 1-3 East Temple Street.
Salt Lake City, Utah.

Established 1873. Incorporated 1889.

—DIRECTORS—

Willard Woodruff, President.
Geo. Q. Cannon, Vice-President.
Joseph F. Smith, George Reynolds,
Angus M. Cannon, Heber J. Grant,
James Jack, Lorenzo Snow,
T. G. Webber, Francis M. Lyman,
H. B. Clawson, L. John Nuttall,
George M. Cannon.

Safety deposit boxes in our burglar proof vault for rent at very low rate.

Open for deposits Saturday Night until 8 o'clock.

NATIONAL BANK OF THE REPUBLIC.

Frank Knox, President.
I. C. Kartick, Vice-President.
Ed. W. Duvall, Cashier.
CAPITAL PAID IN $500,000

Banking in all its branches transacted. Exchange drawn on the principal cities of Europe.

Interest paid on time deposits.

DIRECTORS—Geo. A. Lowe, Emanuel Kahn, Judge J. G. Sutherland, H. L. A. Culmer, W. F. Smoot, C. S. Burton, Frank Knox, J. C. Kartick, Ed. W. Duvall.

THE

State Bank of Utah

Corner Main and South Temple Streets, Salt Lake City.

Capital - - $500,000
Surplus - - $50,000

Heber J. Grant, President.
Wm. B. Preston, Vice-President.
Heber M. Wells, Cashier.

DIRECTORS—

Heber J. Grant, Abraham H. Cannon,
Joseph F. Smith, Heber M. Wells,
Chas. S. Burton, Spencer Clawson,
Wm. B. Preston, F. T. Farnsworth,
Isaac Barton.

COMMERCIAL BANKING IN ALL ITS BRANCHES.

Accounts Solicited—Large and Small.

WALKER BROS. Bankers

EXCHANGE ON THE

UNION NATIONAL BANK

Established 1889.

A GENERAL BANKING BUSINESS TRANSACTED.

COMMERCIAL NATIONAL BANK, OF SALT LAKE CITY.

INTEREST PAID ON TIME DEPOSITS.

DIRECTORS—F. H. Auerbach, John J. Daly, H. S. Kimball, Moroni L. Fox, Thos. Marshall, W. F. Burton, Geo. M. Downey, Jack W. Donnellan, Lewis Rumel, Jr., Cashier, John W. Donnellan, Cashier.

WELLS, FARGO & CO.'S BANK,

SALT LAKE CITY, - UTAH.

Established 1852.

Note and Loan Exchange, Gold and Telegraphic Transfers on the principal cities of the United States and Europe, and all points in the Pacific Coast, Japan, China and Australia. Interest allowed on time deposits. Special attention given to collections and prompt returns to the parties at interest points. Advances made on consignments at lowest rates.

Particular attention given to collections throughout Utah, Nevada and adjoining territories. All orders solicited.

J. E. DOOLY, Cashier.

B. H. Schettler,

Wholesale and Retail

GENERAL BANKING BUSINESS

No. 60 Main Street, Opposite the Co-op, and

PAYS INTEREST ON DEPOSITS.

Section Your Accounts.

T. R. JONES & CO., Bankers,

161 MAIN STREET.

FIFTIETH DIVIDEND.

S. C. R. I., SALT LAKE CITY, Sept. 19, 1894.

AT A MEETING OF THE BOARD of this society a dividend of Two per cent was declared on the capital stock of this institution, payable on demand, free of all taxes, at the office of the treasurer, or profits may be credited to the accounts of those who prefer it, on and after September 20th, 1894.

T. G. WEBBER, Secretary.

NOTICE TO CREDITORS.

Estate of Homer A. Rouser, deceased.

NOTICE IS HEREBY GIVEN BY THE undersigned, administrator of the estate of Homer A. Rouser, deceased, to the creditors of, and to persons having claims against the said deceased to which there may be sufficient assets in his hands to satisfy the same, to exhibit the same with the vouchers thereof, if any, to the undersigned, at his residence, Nos. 1-3 East Temple Street, Salt Lake City, Utah.

Dated September 6th, 1894.

NANCY BOUTON,
Administratrix of the estate of Homer A. Rouser, deceased.
BOOTH, LEE & HART, Attorneys for estate.

LEGAL NOTICE.

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

In the Matter of the Estate of John R. Winn, deceased.

Order to show cause why petition of sale of real estate should not be made.

GENTRY H. RAGSDALE, THE ADMINISTRATOR of the estate of John R. Winn, deceased, having filed his petition herein, praying for authority and license to sell the real estate belonging to said deceased, for the purposes mentioned in said petition.

It is therefore ordered that the heirs of said deceased, and all persons interested in the estate of said deceased, appear before the Probate Court of Salt Lake County, at the Court House in said county, on the 8th day of October, 1894, at 10 o'clock a. m., to show cause why the petition for sale of said real estate should not be granted; and that a copy of this order be published in the DESERET EVENING NEWS, a newspaper of general circulation in said county, for four successive weeks prior to said hearing.

Dated September 8th, 1894.

J. E. ROSKELLY, Judge.

J. E. WALLACE, Attorney.

WHEREAS, ROBERT JAMES BUTLER, by his certain deed of trust, dated the 1st day of March, 1892, conveyed to the undersigned, as trustee, the following described real estate, situate, lying and being in Salt Lake County, Utah Territory, to wit: [illegible] to secure the payment of one promissory note of even date therewith, for the principal sum of $1,000, payable to the order of Thomas Dobson, on demand, with interest thereon at the rate of 10 per cent per annum, and the said Robert James Butler has failed and neglected to make the payment of interest on said note, which became due and payable on the 1st day of March, 1894, and has failed and neglected to make the payment of interest on said note, which became due and payable on the 1st day of September, 1894, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1894, and has failed and neglected to make the payment of principal and interest on said 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interest on said note, which became due and payable on the 1st day of March, 1964, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1964, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1965, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1965, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1966, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1966, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1967, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1967, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1968, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1968, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1969, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1969, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1970, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1970, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1971, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1971, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1972, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1972, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1973, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1973, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1974, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1974, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1975, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1975, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1976, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1976, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1977, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1977, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1978, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1978, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1979, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1979, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1980, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1980, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1981, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1981, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1982, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1982, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1983, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1983, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1984, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1984, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1985, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1985, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1986, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1986, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1987, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1987, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1988, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1988, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1989, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1989, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1990, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1990, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1991, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1991, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1992, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1992, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1993, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1993, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1994, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1994, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1995, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1995, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1996, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1996, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1997, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1997, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1998, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1998, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 1999, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 1999, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2000, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2000, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2001, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2001, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2002, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2002, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2003, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2003, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2004, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2004, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2005, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2005, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2006, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2006, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2007, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2007, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2008, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2008, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2009, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2009, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2010, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2010, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2011, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2011, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2012, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2012, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2013, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2013, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2014, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2014, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2015, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2015, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2016, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2016, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2017, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2017, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2018, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2018, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2019, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2019, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2020, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2020, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2021, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2021, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2022, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2022, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2023, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2023, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2024, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2024, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2025, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2025, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2026, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2026, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2027, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2027, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2028, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2028, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of March, 2029, and has failed and neglected to make the payment of principal and interest on said note, which became due and payable on the 1st day of September, 2029