DESERET EVENING NEWS.
TUESDAY, - - NOVEMBER 28, 1893.

FRAGMENTS.

THE City Council meets tonight.

HIGH COURT, religio and Home Missionary meeting tomorrow (Wednesday) at 10 p.m.

R. H. JONES has been appointed superintendent of cities working at the Utah city and county building in place of Mr. Brooks, resigned.

COUNSELOR PRATT'S few was sounded to rather sober. Which added to the news of his recent appointment the reason was made plain by a little whispering. "Off crowds can add a twenty pounder." Mr. Pratt is somewhat of a believer in signs too, and will be that the opportunity is his most propense to make a dance of the new accord.

A TESTIMONIAL will be given to Mr. Theodore Salomon, secretary Board of the Pioneer Conservatory of Music, at Calder's Music Parlors, this evening. A vocalist will be present, and a duet will be rendered under the direction of Prof. H. S. Ensign, assisted by Miss Jessie Wilcox, soprano, Mr. Willard Squire, violin virtuoso, and Mr. Hugh Dougall, baritone.

AMUSEMENTS.

BARLOW'S BIOSCOPE.—There was no advanced sale worthwhile for the minstrel show yesterday, and things around the Theater looked somewhat like old darkness bill, then the gallery cohorts swarmed up the front steps and it took a special police force to preserve order. We will we could say the show was one worthy of the gathering—but we cannot. There were one or two clever acts, notably the man frog and the musical sketch of Markham and Berry—but taken as a whole the performance suggested a second grade aggregation formed to storm rank at Corner as Angel and Lonsville. Modesty was written all over it. As for music in the orchestra it was execrable and the first violinist peculiarly should be summarily dispensed with. The only bright man of all the alleged funny end men was the Barlow brother screaming to the name of Billy; there was a suggestion of humor about his work—but as the sawyers say, it was only a trace.

The gallery, however, found plenty to applaud and encore, and without doubt they will attend in goodly numbers the last performance tonight.

MAY BROWN is cheap rates, will be the bill Thursday night. The advanced sale opened this morning.

Wonderland.

The management of this place of amusement will present an excellent program for the week commencing Thanksgiving day, the entire stock company appearing in the great drama, Lady Audley's Secret.

This will be the last week of the Barlows, who have become universal favorites during their season at the house.

Souvenir days are always popular with the ladies, and on December 4th the management are going to present all ladies attending with a souvenir which is pronounced to be the best of the season.

DID WE OR DIDN'T WE?

A Knotty Issue of Fact for the Courts to Decide.

TWO WITNESSES SAY YES, AND NO

Into This $11,000 Loaned is a Question of Locality Between Banks.

The case of C. S. C. Silva vs. L. Pickard, Henry Cohn, F. S. Auerbach and E. Auerbach which is now in progress in the district court is a unique in a new trial. Three jurors peculiar and interesting features. The parties named Smart, on the 3rd of May, loaned a promissory note for $11,000 to the Pioneer Wool company, of which the plaintiff was a stockholder. The money was to be applied to the wool business, and that purchase of material was contingent in the Massachusetts Team and Tent manufactory of Boston. The profits of the concern were to be divided equally into three shares, one each for W. L. Pickard, V. M. C. Silva and H. Cohn & Co. The Auerbachs were notified in the contract that what of H. Cohn & Co.

The affiant the association moved along smoothly until 1891, when, the money being a poor one for the sale of wool, the association had a surplus left on their hands. They had gone into the business pretty deep, and consequently the loss was not light. According to Mr. Silva's statement the experience led them to feel cautious, and at the opening of the 1892 season, and the knowing requisitions, he says, we meant on May 5th of that year.

"Resolved, that in view of the large amount of wool carried over from last season, we limit our entire purchase of wool for this season to one million (1,000,000) pounds of wool equally between us."

Under the statement of Mr. Silva, each of the three members of the firm was authorized to purchase 333 1-3 pounds. In the month of August, 1892, however, H. Cohn & Co. made a purchase of 701,633 pounds of wool, and 300,000 pounds in excess of their respective of the million limit. W. L. Pickard bought 366,331 pounds, or 32,300 pounds excess. The purchase of V. M. C. Silva amounted to 294,300 pounds, or 295 less than the one-third limit.

The transactions of the year did not prove profitable, inasmuch as the association suffered a loss of 5.602 cents per pound on its purchases, according to Mr. Silva's figuring. Divided so this loss was $20,619.25 on the Cohn & Co. purchases, and $1,301.90 on the Pickard purchase. On the amount in excess of the million pounds there was a loss of $22,487.27. The association had in the hands of F. S. Auerbach & Bro., after the close of business, nearly $30,000 which had been deposited by the members. Of this amount the plaintiff Silva claimed that about $10,000 was his.

But the defendants Cohn and the Auerbachs had a very different version of the proceeds. As to the purchases and amounts of wool owned, they agree that it was beyond the pale. They make no mention of the loss on wool, but when it comes to the proposition of dividing the profit experienced in the wool business, they say that the loss is without mention in fear. It only can have no more possibility and profits. They say, too, that the wool was not equally divided, and that the plaintiff, or any one else, is owing to the contract.

The defendants say the Auerbachs and Silva were to share equally in the profits and losses, and that they were to share equally in the wool business. The plaintiff, however, claims that the contract was made for the sole benefit of the Auerbachs, and that Silva was to share in the profits and losses of the wool business, and that the Auerbachs were to share in the profits and losses of the other business. The plaintiff claims that the Auerbachs were to share in the profits and losses of the wool business, and that Silva was