

(Continued from page one.)

The state land board was created to manage and control the grant in behalf of the state and to make the selection.

BLAMES LAND BOARD.

The charges against the state land board are in the following language: "Your orator further shows that the only lands which the State of Utah was authorized to select and obtain title to form complainant, were surveyed unappropriated, unreserved, non-mineral lands and no officer of complainant had authority, to transfer the title omplainant to said state to any public lands that had been appropriat ed or reserved, or were known mineral That the officers of defendant lands. and their confederates well knew the provisions of said law, and thereupon in executing their scheme to unlawfully obtain possession of, and title to coal lands, procured men and women to ap ply, and who severally did apply to said state board, for the selection by the State of Utah of all of the tracts of land hereinbefore particularly de-scribed, knowing the same to be valuable coal lands of complainant, and procured said men and women to falsely represent that such lands were not mineral lands, but agricultural or grazing lands. Thereupon, on presentation of said applications, it became the duty of said state board to make a thorough investigation of such lands to determine their character before mak ing and filing lists of selections with complainant's officers thereunto duly authorized, to-wit, the register and re-ceiver of the United States land office at Salt Lake City. Utah, for the purpose of obtaining the complainant's title thereto, in part sajisfaction of the land grant of Congress to said state as aforesaid.

CLAIMS IT FAILED.

"And your orator avers that said state board did not in fact make any such examination and investigation as to the character of said lands whether the same were mineral or coal lands, or non-mineral and non-coal lands, nor as to whether said lands were or wer not grazing or agricultural hands. this either as a collective body, or by any one or more of its members or officers, or its agents, or by means of any person or persons employed, or procured by it as agents for such purposes, but, on the contrary, acted sole-by on the representations, in the cases ly on the representations, in the case hereinbefore set forth and concerned in this suit, were not only interested and biased, but false and fraudulent in these essential particulars; that such persons did not seek to obtain them or grazing or agricultural purposes, as they represented, but, did seek then defendant, for coal mines; and also In that they represented they were not mineral or coal lands, when in fact they were such, and were sought to be ob-tained by defendant, for the certainty that they were such. As a result of officials, for their own possession or such false and fradulent representa- ownership, desired said lands or any of said defendant's applicants. said state board was induced to enter into contracts in writing with said applicants respectively, that on compli-ance with certain conditions, not material or necessary here to be set forth, tht said board would select the lands applied for, and when the state should have obtained title to the same, would sell to such respective applicants said land at private sale at \$1.50 per acre, or thereabouts; and your orator further shows that said board appointed its president and secretary, as its agents to attend to the details of its business and to investigate the lands involved in all applications to purchase, as well as to obtain certified selections from com plainant of lands provided for by the grant aforementioned, and so it was, that president and secretary, in the supposed performance of their duties. appointed the applicants herein to be mentioned, for the lands herein con-cerned, as agents of said board to examine and investigate as to the char-acer of the lands; whereupon each and every applicant, as your orator formed and believes, and therefore charges, duly reported for himself and herself that he or she, as the case was, had investigated and found his or her desired tract to be non-coal and non-mineral, and chiefly valuable for agricultural parposes,

charges that to such portions of said printed sworn statements as are contained in the following language, 'that all of the said lands are vacant, unappropriated, and are not interdicted, mineral nor reserved lands, and are of the character contemplated by the grant in said act,' the allegation that they were vacant and unappropriated was correct, but the remainder was false and without foundation in fact; and, in truth, an impartial and even su-sperficial examination of that portion of the land concerned in this suit would have so determined; that as to the statement 'that we have caused the lands mentioned to be carefully exam-

ined by agents and employes of the state as to their mineral or agricultural character,' such statements were false, in that no person was or had been employed to examine said lands, to as certain their mineral or agricultural character, and no agent of the state had made such examination, and there was no foundation for such statement other than by the representatives of the persons in the employ of the defendant and acting to procure said lands by and through the state from complainant for defendant; that as to that portion of said printed statement in each case 'that there is not to our knowledge within the limits thereof (meaning said land) any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin or copepr or any deposit of coal, any placer, cement, gravgilsonite, elaterite, asphaltum other valuable mineral deposit; that the land contains no salt springs or deposit of salt in any form sufficient to ren-der it valuable therefor.' your erator says that, incomuch as neither said resident nor secretary had personally or by and through any member of the said board or any employe of said state or any agent of theirs, made any examination or investigation as to the presence or absence in or from said ands of the various minerals or substances name1 by them, it must be and hereby is fully admitted that this poron of their affidavit setting forth that hey had no knowledge is truthful and that as to that part of said trinted statement 'that no portion of said land is cinimed for mining pur-poses, under the local customs or rules

of miners or otherwise; that no por-tion is worked for minerals during any tion is worked for adherals during any part of the year by any person or per-sons, your erstor avers and charges limit said president and selectary had no personal knowledge whether the same was true or not, for want of hav-ing made examination of taid land, and that mean the limit of the dil land, and that upon the trial of this suit your or-

ator will produce evidence in writing, signed by said secretary, to an officer complainant, disclaiming any duty obligation upon the part of said state board to make examination ke cases: that, as to the portion of said statement which says, 'that said land is essentially non-mineral land,' it was untrue in so far as respects the lands herein concerned, the same being at the time known as coal lands; that, as to that portion of said statement which tions. says 'that our application therefor (meaning said lands) is not made for the purpose of fraudulently obtaining title to mineral land, but with the ob-ject of securing said lands for agricul-tural purposes,' your orator says that may not have been true as It may or o either said president or secretary as to the lands herein concerned; that it certainly true that neither of said ownership, desired said lands or any portion thereof, nor as agents of the board for the ownership and benefit of the State of Utah, because, when making such statements they had already bargained said lands to defendant's agent, but your orator says that the well known occupation of said Robert Forrester as geologist for the defendant, the connection of said Forrester with the other Forresters and the re-lations sustained by each of the other entrymen to defendant, was sufficient to put said president and secretary up-on inquiry and to have satisfied them that said Forresters, the several women making applications and the other em-ployes of defendant had no agricultural intentions. Your orator avers that, as to the part of said printed sworn state-

or interest shall be conveyed thereby." "And your orator further shows that in obedience to said law, it be-came and was the duty of the then company of New York has a mortgage.

commissioner, for the want of proof, that the lands named and described in said lists of selections, were of the character contemplated by said act of Congress, to withhold his certificates, and return them to the local land officers of complainant, but either through inadventure, mistake, or clear error of law, said commis-sioner did approve said list, and un-der his hand and seal, did indorse his certificate thereon.

PARTY TO FRAUD.

"And your orator avers and charges that neither in equity and good con-science, nor in law, were the lists of and although so certified, available to convey any right, title, claim or interest, from complainant to the State of Utah, to any of the lands herein ncerned, because the State of Utah. while not as a government, or a collective body so intending, was, by and through the follure of certain of its officers and agents to safeguard its interests as hereinbefore described, made to appear as an active party to a gross fraud upon complainant in a matter in which the complainant had been bestowing a gift or grant to said state, and had been made the most potential factor in such fraud, though in small sense the beneficiary thereof, and because the commissioner of com-plainant's general land office acquired no jurisdiction to act upon such state's application to have said lists so certireason of the terms of the act of Congress above set forth.

HOW COMPANY GOT LANDS.

The bill relates in detail the methods by which title to each piece of land before described passed from the United States to the state land board, to the applicant in behalf of the Utah Fuel company, and then to the com-Names and dates, the details of the

descriptions not being repeated, are as follows; Robert Forrester: Application July

3, 1900; state agreed to sell, same date; patent issued, June 27, 1902; transferred to Utah Fuel company, June 24, 1902; consideration, \$1. * Robert Forrester: Application, July 1990; state agreed to sell the same day; patent issued April 28, 1902; property conveyed for \$1 to the Utah Fuel company June 24 of the same

James Forrester: Application July 2. 1990, state agreed to sell same day description filed July 5; patent issued 1902, and property conveyed June to Utah Fuel company the next day for \$1.

May Kimball applied also on July 1990, received a patent Sept. 5, 1902, having conveyed the property to the defendant nearly two months before for \$1 and other valuable considera-

CHARLES MOSTYN OWEN.

Charles Mostyn Owen was also an applicant, making application Nov. 28, 1901. Dec. 18 of the year following a patent was issued for the land and five days later Owen transferred the properto the Utah Fuel company for \$1 and other considerations.

William H. Myers applied July 3, 1900, and received the state's patent Aug. 12, 1902, having given for \$100 a quit claim deed to the property on June 21 of the same year, nearly two months before receiving the patent. The trans-fer was to the Utah Fuel company.

Clarence B. Sprague wanted his on the same day, July 2, 1900, and June 27, 1902, he, too, received a patent, having 10 days before given a quit claim deed for the consideration of \$1 to the Utah Fuel company. Sarah Tidwell was another who ap-

plied for land July 2, 1900, received a patent June 27, 1902, and transferred her interest to the Utah Fuel company June 26 of the same year.

Edwin L. Carpenter made application July 3, 1900, received a patent June 27, 1902, and transferred his property to the Utah Fuel company June 18 of the same year.

John J. Judson "also ran" on Jan. 29, 1901and received his patent Oct. which he, too, transferred to the Utah Fuel company on Oct. 31 of the same year.

dated March 1, 1901, on the property of the Utah Fuel company to secure a bond issue. The amount of this bond issue is not stated in the complaint, The trust combut it is \$10,000,000. pany is without the jurisdiction of the court, and the court is asked to issue process to make it a party to the bill and to disclose its interest in the lands in question.

DEMANDS PAY FOR COAL

The court is then asked to declare the patents to the land vold, causing title to revert to the government, and to make the company pay the government for the coal extracted. On this subject the bill says:

'In consideration whereof, and for as much as the complainant is remediless in the premises, at and by the strict rules of the common law, and is only the common law, and is only relievable in a court of equity where matters of this kind are cognizable and reviewable, to the end therefore, that the defendant may full, true, direct and certain answer make to each and all of the alegations in this bill contained, but not upon oath, (its answer upon oath being hereby expressly waived) and that the said selections so certified to the State of Utah, as to the lands hereinbefore described and here. in concerned be directed to be vold, and be decreed that the title to all of said lands is new in complainant; that the State of Utah never acquired any right, title, claim or interest there-In, and all patents for said lands issued by said state to any person or persons whomsoever, are void and of no effect, and that such person or persons, and their grantees, have no right, title, claim or interest therein, and that the defendant shall be decreed to surrender each deed therefor for cancellation, and be forever restrained and enjoined from setting up or claiming any estate, right, title, claim or interest in and to the lands described in each of the deeds above referred to, and that complainant be decreed to be the owner thereof, and entitled to the possession of the same, and that said defendant be required to account to complainant, touching the value and amount of all coal removed from said land since its possession thereof, and by decree this court be enjoined and restrained from mining any further quantity of coal, and decreed and required to pay complainant a just and reasonable sum for such coal as it may be found that said defendant has taken and removed from said land."

The complaint is signed by W. H. Moody, attorney general; Hiram E. Booth, district attorney, solicitors; and M. C. Burch and F. A. Maynard, counse].

۲ AGAINST COAL COMPANY

Said it Conspired Unlawfully to Get Possession of Coal Lands,

Against the Pleasant Valley Coal company allegations are made similar to those named against the Utah Fusi company. It is alleged that officers of company conspired to unlawfully the gain possession of coal lands under the guise of securing agricultural tracts. It is charged against the state land

board that it selected lands known to be mineral lands, and which it had no right to include in the grants set aside for the maintenace of public instruction. It is stated in the bill that the surveys showed the lands to be mineral and that the charts so designated them. It is alleged that officials of the landoffice took for granted the state-ments of applicants for land, and the statements of the latter's attorneys, instead of making the necessary investigations in the premises. It is further charged against the board that it bargained lands in advance, through Roberi Forrester, agent, to the Pleasant Valley Coal company,

SOME OF THE ENTRIES.

The bill contains the following entries which were made on coal lands as agricultural lands by selection made by the state land board:

Robert Forrester made applications for the east half of the northeast quarter of the southeast quarter, the southwest quarter of the southeast quarter of section 20; northwest quarter and east half of the southeast quarter of section 29, township 13 south, range 7 east, which contains 440 acres of land. On April 24, 1899, 440 acres of land. On April 24, 1899, the state agreed to sell the land, and received \$110 us the first payment. The application was approved by the state land board May 5, 1898. It was accepted and approved by the recisier and receiver of the United States land office Dec. 23, 1901. April 12, 1902, the state land board issued a patent to Robe. Forrester for \$640. For-rester to interred the land to the coal company June 22, 1902, for \$1.

quarter; the southwest quarter of the northwest quarer; the northwest quar-ter of the southwest quarter of section 12, township 13 south, range 6 east, containing 520 acres. The state land containing 520 acres. The state land board received \$150 March 25, 1901, when they agreed to sell the land. 1901. when they agreed to served by The application was approved by The application April 3, 1991. the state land board April 3, 1901, and was approved July 24, 1902, by the register and geceiver of the United States land office. Oct. 3, 1902, the state issued a patent for 3780, and Oct. 16, 1902, it was transferred to the configuration of \$1 and

coal company for \$1. Miss Kimball filed on the northwest quarter of the northeast quarter of section 16; north half of northwest quarter of section 20, township 16 south, range 7 east, containing 120 acres of land on Jan. 24, 1802. The state agreed to sell the land Feb. 5, 1902 and received \$36.80 as the first payment. It was incorporated in the land grants on Feb. 10, 1992. The payment roved the seregister and receiver at lection Jan. 18, 1904, May 2, 1904, patent to the hand was issued for \$180 and July 30, 1904, the land passed Into the hands of the coal company.

TRANSFERS MADE.

William O. Williams made application for the purchase of lots 2. 3 east, containing 1844 acres, on Oct. 1902. The state agreed to sell it Oct. 1902, and incorporated it in the land grant. The state board received \$79.60 co the same date as the first payment. It was approved by the register and receiver Oct. 10, 1902. Jan. 17, 1905, a pat-ent on hie land was issued by the state land board for \$177.62. The land passed into the hands of the coal company January, 1985, for \$1. Edwin L. Carpenter file 1 application

for the purchase of the west half of the northeast quarter and the northwest quarter of the southeast quarter of section 29, township 13 south, range 7 east, containing 120 acres, on Fgb. 24, 1960, 11 was incorporated Feb. 26, 1900, and the state fand board received \$33.13 as the register and received March 2, 1960, and Sept. 24, 1901, was patented for \$180. The land was transferred to do the second to land was transferred to the coal com-pany Oct, 7, 1902, for \$37.50.

William H. Meyers files on the south half of the southeast quarter of sec-tion is, township 13 south, range 7 east, containing 50 acres, on June 12, 1901. The state agreed to sell the land June 13, 1901, and received \$21.25 as the first payment. June 17, 1901, it was approved by the register and receiver of the United States landoffice. The state issued a patent for \$120 on Dec. 2, 1392. and on Dec. 16 it was transferred by Meyers to the company for \$1.

Miss Rimbail's name again appears on the list when she filed an application to purchase the south half of northeast quarter, west balf of northeast quarter, west bail of the southeast quarter, west bail of the southeast quarter, east half of the south set quarter, southwest quarter of the southwest quarter of section 39; northeast quarter of the southeast quarter of northwest quarter; northwest quarter of the southwest quarter and northeast quarter of southeast quarter of section 31, township 12 south, range 12 east, containing 600 acres Sept. 25, 1901. The state received \$158 as the first payment when the board agreed to sell the land Oct. 2, 1901. It was approved by the register and re-ceiver of the United tSates landoffice July 8, 1902. A patent was issued the state board for \$900 on Sept. 6, 1902. and on Oct. 16, 1992, the land was trans-ferred to the coal company for \$1.

FORRESTER APPEARS AGAIN.

Robert Forrester applied Jan. 23, 1902. for the southeast quarter of section 17, township 18 south, range 7 cast. taining 40 acres. The state received \$10 as the first payment, when it agreed to sell the land Jan. 24, 1902. Jan. 29, 1902, it was incorporated in the land selections and approved by the register and receiver of the United States land office. The state issued a patent for \$60, Sept. 16, 1902, and Oct. 30, 1902, the land passed into the hands of the defendant for \$1.

John Forrester applied Nov. 5, 1902, for the east half of the northeast quarter and southeast quarter of section 21 northeast quarter, north half of southnd southeast quarte

liam H. Bird, the company's land at-torne (since deceased), and Royal C. Peabody conspired and did tilegally combine and confederate to pro the to the lands from the United States in violation of its laws. The company, it is further stated in the bill, hired persons to make application for the lands for a consideration and quit claim title to the company. The following entries were made and the lands turned over to the company: Hyrum Tidwell made application July

1900, for the northeast quarter of the 2, 1900, for the hormeast quarter of the northeast quarter of section 31, town-ship 34, range 14 east. The applicant filed an affidavit through his agent. Royal C. Peabody, that the land was 'chiefly valuable for its coal deposits and that the entry was made for his own benefit. The United States land affect residued 500 for the land. Four office received \$2,200 for the land, Four days later the applicant quit title of the land in favor of the Utah Fuel com-pany for the consideration of \$1.

William S. Ronjue made a similar application and filed an affidavit application and mes of an anter the through his autorney and agent, Royal C. Peabedy, July 2, 1900, on the north-east quarter of section 32, township 17 south, range 7 east. The United States south, range 7 east. The United States land office received \$0,200 for the hand, Four days later Ronjue guit claimed ittle of the land to the company for the consideration of \$1.

J. R. Tidwell made application for the northeast quarter of section 33, town-ship 14, range 14 cast. He filed an affidavit through his attorney, Robert Forthat the land was valuable for its coal deposits, and that the land was filed upon for his own benefit. United States received \$3,200 July 2. 1900, when a patent was issued for the land. Four days later Tidwell quit title in favor of the company for \$1.

Jane Forrester applied at the land office July 6, 1900, for the northeast half of the southeast quarter, south half of the southwest quarter of section 4: southeast quarter of the south east quarter of section 5, township 15 south, range 14 east. An affidevit was filed in the land office through her atwas secured. The land was crass-ferred to the company five days later for the consideration of \$1.

Jefferson Tidwell filed on the north-east quarter of section 22, township 14, range 14 east. He secured 1909, and a week later trans July red the land to the company Clara W. B. Sprague reserved a pat-ent in the United Status lated office July 2, 1900, for the northeast of aller and porth half of the southeast of section 31 south, range 14 casi,

was transferred to the company for \$1.00. for \$1.00. Clarence 1. Nix made application for the yest half of southwast quar-ter; east half of southwest quarter of section 5, township 15, range 14 east. He secured a patent on July 9 and transferred the land to the company,

SUNNYSIDE ENTRIES.

John T. Tidwell, W. J. Tidwell) and Orange Seely made application for lots* 1 and 2 and southeast quarter of northwest quarter; southeast half of northeast quarter and northeast quar-ter of southeast quarter of section 5; lots 2, 3, and 4 and south half of northwest quarter, and northwest quarter of southwest quarter and southwest quarter of northeast quarter; west half of southeast quarter of section township 15 south, range 14 east. the affidavit of the applicants it was stated that the lands were valuable for their coal deposits, that considerable work had been done and that the ap-plication was made for their own bene-This tract of land contained 625.76

nyside and as soon as a patent was secured for it the applicants transferred it to the company for the usual consideration of \$1. Joseph Seely, W. H. Tidwell, Joseph Tidwell and Francis C. Grundvig made application for the southwest quarter of the northwest quarter; south half and southeast quarter; southeast quarter of southeast quarter of sec-tion 33, township 14, range 14 east. This tract contained 640 acres of land. As soon as the applicants filed their

acres of land. It is located near Sun-

rester, the company's geologist: Wil- I the defendant company. All the fees and expenses were paid by the com-pany through its agents, who arted as pany through its agents, who arted ad attorneys for the applicants. The en-trymen were paid \$50 by the com-pany for the use of their names in sign-ing the affidavits and filing out the ap-

PLEASANT VALLEY ENTRIES

The allegations in the bill accusing the Pleasant Valley Coat company of fraudulentiy acquiring cash coal lund entfies are the same as embodied in the bill against the Utah Fuel company. The following coul land entries are given in the complaint as being frauda.

John A. Williams made application for the northwest quarter of northwest quarter of section 31, township 32, range cast. The affidavit was filed Jan 22 1 cast. The brinney'r was used ann 22 1992, and a patent secured. The filing contains 40.22 acres of land and the United States land office received fsat. 40. It was later transferred to the com. pan

Charles Mostyn Owen, attorney for Fred W. Sinchair and ab agent of the Pleasant Valley Coal company, prepared application which Sinclair signed ay/S1, 1902. Mr Owen also file affidavit for Sinclair and secured his patent for the southeast quarter of the patent be the southeast quarter of the porthwest quarter of section 31, huse, ship 13, range 7 cast. The United States Land office received \$800 for this 40-acre tract of land and four days after the filing it passed into the hands

Henriette Kinsey made application for the northeast half of the northeast quarter of section 10, township 13, tange 9 east. Charles Mostyn Owen appears as her attorney at the United States land office May 31, 1962. An affidavit was filed and a patent was secured, The land afterward passed into the hands of the company

Elizabeth Y, MacKintosh filed on the south half of the southeast quarter of south hair of the ship 12 south, range section 13, township 12 south, range 6 east. Her affidavit was made through Charles Mostyn Owen, July 5, 1902, and a patent received. Like the other land cutries, this one passed into the hands of the Pleasant Volley Coal contpany.

READY FOR THE RACE.

Parley P. Christensen Starting After The Congressional Nobulnation.



PARLEY AND JANE

County Atty, Parley P. Christensen believes literally the old adage that the race is not to the swift, but to him who endureth to the end, etc., and in the hope that he may endure to end and come out ahead in the speed burst for the congressional non he has chosen a slow but faithful and mal upon which he proposes to pursue Representative Joseph Howell, whose official clothes he would like much to wear in the national capital. Mr. Christensen has had himself photographed on a Utah burro. The beast weighs 11 pounds less than its rider, but stude bravely under its mighty burder Parley, it is understood, will ride this little burro, whose name is "Get-There-

how the other half lives. Those who

use Fucklen's Arnica Salve never wen-der if it will cure Cuts, Wounds, Bursa

Sores and all Skin eruptions; they know it will. Mrs. Grant Shy, 1130 E

Reynolds St., Springfield, Ill., says: "]

regard it one of the absolute necasi-ties of housekeeping." Guaranteed by

Z. C. M. I. drug store, 112-114 Main St.

OGDEN AND RETURN \$1.00

Via D. & R. G., July 29th

Trains leave Salt Lake 10:25 a. m.,

DESERET EVENING NEWS: SATURDAY, JULY 28. 1906.

COMPLIANCE DENIED.

"Your orator further shows that at the time when said several applica-tions were made, it was a known rule of complainant's general land office that no register or receiver of any land office in the mineral state should accept an entry of non-mineral land unless accompanied by a non-mineral affidavit, based upon the personal knowledge of the entryman, and this rule applied in full force to selections when made by the state, under the grant to it by the act of Congress. But, netwithstanding his known rule, said state board by its president and secretary as selecting agents did not comply with the same, as appears from the several affidavits accompanying the several lists in which the lands herein concerned are included. Your avers that the only affdavits furnished by the state board to said register and receiver, accompanying said lists, respectively, was one in each case in effect, and practically the same in all cases, because a printed form was made use of like the following

"'STATE OF UTAH COUNTY OF SALT LAKE

COUNTY OF SALT LAKE ""We, ______, authorizedd agents of the state board of land commissioners of the State of Utah, being first duly sworn depose and say: That the fore-gonig list of lands, hereby selected, is a correct list of a portion of the pub-lie lands selected by the state of Utah, under section _____ of an act of Con-gress entitled: "An act to enable the people of Utah to form a constitution and state government, and to be admit-ted into the Union on a footing with the original states, approved July 16. the original states, approved July 16, 1894; that all of the said lands are vacant, unappropriated, and are not in-terdicted mineral or reserved lands and are of the character contemplated by the grant in said act: that we have the lands mentioned to carefully examined by agents and em-ployes of the state, as to their mineral or agricultural character, and that there is not to our knowledge within the limits thereof any vein or lode of quarts, or other rock in place bear-ing gold, sliver, cinnabar, lead, tin or copper, or any deposit of coal: that there is not within the limits of said india to our knowledge any placer, ce-ment, gravel, gihaonite, claterite, as-phaltum or other valuable mineral de-posit; that the land contains no sait spring or deposits of sait in any form sufficient to render it valuable there-for: that me partice of said land land for; that no portion of said land is claimed for mining purposes, under the local customs or rules of miners, or otherwise; that no portion of said bins any part of the year by any person or persons; that said land is essen-tially non-mineral land, and that our application therefor is not made for e purpose of fraudulently obtaining title to mineral land, but with the ob-ject of securing said land for agricul-tural purposes, and the above and foregoing statements as to the char-neter of said land apply to each and every legal subdivision thereof. That the said selections and those pending together with those approved do not exceed the total amount granted to the state for the purpose named." "These so-called affidavits were in

and instance subscribed by the presi-dent and secretary as agents for the state board of land commissioners, and were sworn to by such officers before a potary public

AFFIDAVITS DECLARED FALSE

ment, 'and the above and foregoing statements as to the character of said land apply to each and every legal subdivision thereof,' the same is, like the ther portions of said statement, without foundation in fact or in the knowl-edge of said president and secretary.

WOULD NOT PASS TITLE.

7. Your orator further shows that the register and receivers and complain-ant's land office at Salt Lake City, within whose district the lands herein con cerned are situated, received from the said state board the list containing descriptions of land involved herein, and forwarded them, as was their duty, to

the commissioner of complainant's gen eral land office, with notations thereon indorsed by them, that certain of said lands were mineral in character as ap pears from the plats, papers and books in their office, but so it was, as your orator avers and charges, that the officials and employes of said general land office were unduly impressed by the fact that the State of Utah was applicant for such lands and had no knowledge or suspicion that said president and secretary, acting as agents of the state board, had contracted to sell louds said lands in advance, and did not know that no employe or agent of the State of Utah had investigated and examined said lands, and that such examination, if any ever was made, had been entrusted to the very persons who had been procured to defraud complainant of its lands in the interests of defendants, and that ever action said persons did take was for the purpose of defrauding and falsely representing to said state board the characer and conditions of said lands, to enable said state board to have some foundation of fact upon which to base their direct, positive and unequivocal assertions on oath, and that the State of Utah, being so im-pressive in its functions as applicant for portion, of the land grant by Con-gress for beneficial purposes to said state, the officers and employes of said general land office were led to believe in the regularity, honesty and good faith of said state, and to overlook the fact that upon the face of each and every of said printed and sworn state-ments it was made certain that the afflants had no personal knowledge of that which they positively asserted, and no knowledge which gave force to that asserted in negative form, and that as a showing for the certification said statements had no legal force or efficacy whatever, and contained nothing apon which the mind of the commissioner of the general land office could act or his judgment could be founded. in attempting to determine whether in fact said lands were mineral or non-inineral, coal or non-coal, and hence your orator avers that whatever action said commissioner did take in certify ing said lands to said state, was with out juradiction and wholly void and did pass title from int to the State of Utah to the lands

herein concerned. PATENTS PRONOUNCED VOID. "%. Further complaining, your orator shows that the Congress of the United States passed an act which was approved Aug. 3, 1851. R. S. sec. 2449, which has ever since been, and is now

"When lands have been, or DINS hereafter he, granted by any law of Con gress, to any one of the several states and treritorios, and where such law does not convey the fee simple title of the lend, or require patents to be is-sued therefor, the lists of such lands which have been, or may hereafter be certified by the commissioner of the general land office, under the scal of his office, either as originals or copies of the originals, or recours, shall be regardel as conveying the fee simple of all lands embraced in such list that are of the character contemplated by such act of Congress, and intended to be granted thereby; but where lands em braced in such lists are not of the character embraced by such act of Congress, and are not intended to be granted thereby, the list, so far as these "Your orator avers and expressly null and void, and no right, title, claim It is recited that the Morton Trust

Andrew W. Down applied the same day, Jan. 29, 1901, and received his pa-tent Oct. 22, 1902. He transferred his interests for \$1 and other considerations to John J. Judson and wife, and on the same date, Oct. 31, 1903, "the said John J. Judson and wife, by warranty deed for and in consideration of the sum of \$1 conveyed to the defendant."

WANT SELECTIONS VOIDED.

The actions of the commissioner of the general land office are then discussed. The court is asked to set aside the decisions regarding the lands mentioned in the bill, as follows: "Your orator avers as a further reawhy said certified selections should

by this honorable court be voided, and the conveyances by which said defendant claims the right of pos-session or title to the lands herein described, should be set aside and held for naught, and complainant fully restored Lae possession of sala lanus, and upon the title removed therefrom, that the decision and certificates of the commissioner of the general land office was made through inadvertence. mistake and by the application of erroneous rules, in this, that said commis-sioner held and decided that the lands concerned were non-mineral lands, without any legal evidence before him tending to show proof, and contrary to the rules and regualtions theretofore made and issued through the secretary of the interior; and, further, that al-though it appeared by the notations of local land officers of complainant that many of the descriptions of land embraced in such lists were mineral lands, as appeared from the plats and records in their office, and notwithstanding the report of the surveyor of complainant, and the accompanying field notes of his survey showed there were well defined yeins of coal on said lands, of superior quality, and that coal was in large quantities exposed to view on much of said lands, and that the same was chiefly valuable for said deposits, and of little or no value for any other purposes, said commissioner did hold, decide and certify that all said lands were non-mineral lands, acting under this mistake of law; that no lands were coal lands unless the evidence showed that coal, in sufficient cuantities to make the land chiefly valuable therefor, was know nto exst on each smallest legal subdivision of each description embraced in said and that no evidence would be regarded by him as tending to establish the fact that said lands were coal lands, unless it demonstrated that there were actual outcroppings of coal on each legal subdivision, or by tunnels used in connection with an open mine; where-by, in consequence of these mistakes of said commissioner, all of said min-eral lands were, without authority of

law, certified to the State of Utah OPENED VALUABLE_MINES. "And your orator further shows that

he is informed and believes, and therefore expressly charges, that said defendant has entered into possession of the lands concerned herein, and has opened and worked, and is now working valuable mines thereon, and has taken and removed therefrom large quantities of coal and converted same to its own use, and then sold the same, but just when said mines were opened, or upon what particular description of said lands, or how long the same has been worked, and what amount of coal has been so taken and removed, your orator is not informed, nor as to the value thereof; but your orator avers that defendant. In equity and good con-science, is liable for the value of all such coal so taken, converted and sold, and should be required under the order, direction and decree of this honorable court to pay the complainant thereof such sum or sums of money as may be found just and reasonable in

Company June 22, 1902, for \$1. Forrester made another application for the southwest quarter of section \$4, township 13 south, range 7 east; lots 3 and 4, and the south half of the northwest quarter of section 3; lots 1 and 2 and the south half of the northeast quarter of section 4; the south-east quarter of section 4; the east half of the southwest quarter of section 4, township 14 south, range 6 east, on Aug. 31, 1899. This tract of 720.49 acres of land the state land board acreed to sell to Forrester on Sept 8, 1899. It was approved Jan 5, 1901, by the state land board and in-corporated in the state land selections. The register and receiver of the United States land office accepted and ap-proved of the selection Jan. 21, 1901. The state land board issued a parent on the land Sept. 27, 1901, for \$1.-080.74. Forrester transferred it to the coal company Oct. 7, 1901, for \$225.

May Kimball applied to the state land board March 21, 1901, for lots 2, 3 and 4, and the south half of the northwest quarter; the southwest quarter; the southwest quarter of sec-tion 1; the north half of the northwest

A Woman's Gratitude

"For more than a year I had been a sufferer, completely broken down. I had not slept but two or three hours any night for weeks. I had such awful misery in my head, and oh, I was so irritable. I could not depend upon my judgement, and my memory was failing. I realized that I was losing my mind, and I thought the grave, or worse, the asylum, would be my doom. My doctor said my case was beyond the reach of medicine. I went to a druggist and told him my condition. He recommended Dr. Miles' Nervine; he was pretty sure it would help me, so I bought a bottle. That night I took a table spoonful, and fell asleep in a few minutes, the first rest I had in weeks, and oh, I will never forget that sweet sleep while I live. I have continued taking it, and sleep like a baby, and gain rapidly."

MRS. VIOLA BARKER, Orange, Texas.

Dr. Miles' Nervine is sold by your druggist, who will guarantee that the first bottle will benefit. If it fails, he will refund your money.

Miles Medical Co., Elkhart, Ind

southeast quarter of section 28; northeast quarter of northeast quarter of section 33, township 13 south, range 7 east, containing 560 acres. The state received \$140 as the first payment on lows: the land Nov. 5, 1905, when the board agreed to sell the land, and Nov. 10 of the following year a patent was issued for \$840. On the same date it transferred to the coal company for

Willfam H. Meyers filed application for purchase June 17, 1901, for the south half of the southeast quarter of se 18, township 13 south, range 6 east, gontaining 80 acres. It was incorporated on the same date in the land selections, and the first payment of \$20 was received. The selection was approved by the register and receiver on Jun 17, 1901. The state issued a patent Jan. 1904, for \$927.26, and on March 11, 1904, the land passed into the hands of the coal company.

John B. Shimmers filed an application for 400 acres of land on Dec. 2, 1901. The state received \$100 on Dec. 6, 1901, when the land was incorporated in the grant as the first payment. It was approved by the register and receiver in the United States and office Dec 16, 1991. A patent was allowed De. 18, 1902, for \$600, and the day following the land was transferred to the coal company.

"SPOTTER" OWEN.

Charles Mostyn Owen filed on the northeast quarter of the southeast quarter of section 25, township 12 south, range 9 cast, containing 40 acres. The land was incorporated in the selection of April 29, 1903, and \$10 was received as the first payment. Later the land was patented and conveyed to the coal company. May Kimball made application Jan

24, 1902, for the northeast quarter of the northeast guarter of section 19, north half of the northwest guarter of section 20, township 13 south, range 7 east, con-taining 120 acres. It was, incorporated in the land selection Feb. 5, 1502, and 130 was received as the first payment. Feb. 10, 1902, it was approved by the register and receiver of the United States land office. The state issued a'phient May 2, 1962, for \$180, and July 30, 1902, the land passed juto the hands of the coal company,

AGAINST THE FUEL COMPANY.

Charges That Persons Were Illegally Hired to "Claim" Lands for It.

Separate bills were filed, one against the Utah Fuel company and the other against the Pleasant Vailey Coal com-pany. The instruments are similar in character, and charge that the com panies named unlawfully employed cer-tain persons to secure lands for them, thereby forming a conspiracy against the govern

the government. General Manager Henry G. Williams, Robert Forrester, William H. Bird and Royal C. Poshody of the Utah Fuel company, and General Manager Wil-liam F. Colton, Robert Forrester, Wil-liam H. Bird and Charles Mostyn Owen of the Plennant Valley Fuel com-compare observed with devices. pany are charged with devis fraudulent scheme, and further devising a fraudulently and illerally conspire.com-bine and confederate together for the purpose of procuring titles from com-plainant of coal lands in excess of the amount authorized by law. The said conspirators did carry out their scheme with regard to purchase of vacant coal lands "

The instrument asks that the entires made be declared null and void, and that the lands revert to the government, trwere security and fliegal means.

AS TO FUEL COMPANY.

It is alleged in the bill against the Utah Fuel company that certain lands in Carbon county were owned in fee simple by the United States prior to January, 1900, and were open to coal entry. The bill further states that General Manager Henry G. Williams of the Utah Fuel company, Robert For-

CORRECT STATES

affidavits and secured a patent the land passed into the hands of the company. The form of affidavit which accom-Jane." through all the counties of Unit

in the coming campaign. panied these applications was as folattorney in fact for -HALF THE WORLD WONDERS

who applies to enter land described as above, do solemnly swear that no portion of the said land is in the posses. sion of any other party, that I am well acquainted with the character of said described lands and with each and every subdivision, having frequently passed over the land, that my knowledge of said land is such as to enable me to testify understandingly in re-gard thereto, that said land contains large deposits of coal and is chiefly valuable therefor, that there is not to my knowledge within the limits there-of any vein or lode of quartz or any rock in place bearing gold, silver of

copper, that the lands are within 15 miles of a completed ruliroad and that I, as agent and attorney in fact, have no personal interest in said entry."

PERJURY CHARGED.

prepared and written by the agents of

10:25 a. m., 1:45 p. m. Returning leave Ogden at 7:00 p. m. Street cars are now operating from Ogden Union dept The bill alleges that the land was to the mouth of the canyon. Splendid place to spend the day. Go to the not entered according to law, for the applicants did not secure the land for Hermitage for a good trout dinner. their own benefit, but for the use of the defendant company. The applicants were hired, it is alleged, to make false affidavits, that the application were

Have a can or two of MOUNT'S Pork and Beans in the house and you of always be pepared for unexpected guests.

GARDNER DAILY STORE NEWS.

25c

Saturday again-the day we turn our attention to needs of the little fellows.

And mighty glad we are, too, to give them special consider-

Because the boy appreciates good treatment and does not hesitate to let you know it.

He doesn't pretend dissatisfaction when instead he is thoroughly pleased.

Most of the fathers and mothers of Salt Lake have learned that their boys are not only welcome here but that they can get the best clothes here -the kind that will wearand at a saving in price.

Most convenient just now are our Wash Suitsthe kind that can be put in the tub and cleansed with little effort, Prices, 50c, 75c, \$1, \$1.25, \$1.50 and up.

Neat Summer Waists, 25c, 50c, 75c; the more fancy kinds, \$1, \$1.50 to \$3.

ONE J. P. Gardner 138-133 PRICE. MAIN ST. THE QUALITY STORE.

