THIS THEIR ANSWER.

The Defendants in the Jarvis-Conklin Suit Reply

TO THE RECENT ALLEGATIONS

Placed on the File of the Third District Court.—The City Railroad Company's Declaration.

In the case of Samuel M. Jarvis and Roland R. Conklin vs. the Salt Lake City Railway Company et al., the defendants today filed the following answer in the Third District Court:

Now come said defendants, and for answer to the complaint herein, deny that the board of directors named in said complaint as defendants therein, have wasted the money of the plaintiffs and against their objections or otherwise, constructed or are now operating lines of street railway outside of the corporate limits of said city of Salt Lake; or that the number of miles of railway so constructed or operated is two and a quarter miles, or any number of miles or any distance exceeding about three-fourths of a mile; or that the cost to said railway company in the construction of said line or lines of railway outside of the corporate limits of the city of Salt Lake is $35,000, or any sum whatever exceeding $5000; or that at the time the said railway was constructed outside of the corporate limits, or by reason thereof, the finances of the company were in an embarrassed condition, as alleged (or otherwise) or that there was no business necessity for the construction of the extra mileage of railway, or that the same was constructed through territory or at a time when it was well known to the said board of directors and officers of said company, or otherwise, that the same would not be profitable in its operation to the company.

Of that the operation of the said extra mileage of railway necessitated the purchase of equipment or extra motor power, or cars, or that to operate the same required an extra force of enginemen and conductors, or necessitated the employment of a large, or any force of men in the repair department of said railway company, or the other lines, or at all, except in a slight degree, increased the daily expense of the said company; or that the amount by which said daily expenses increased is largely, or at all, in excess of the earnings of those portions of the said railway system, or that the operation of said road or any loss to the said railway company.

On the contrary, said defendants allege that the construction of the said lines of railroad outside of the corporate limits of Salt Lake City was projected and determined upon prior to the 21st day of April, 1891, was for the purpose of connecting the new block situated about one-half mile south of the southern boundary line of Salt Lake City, with the railway system belonging to the defendant railway company. That such construction was determined upon for the reason that it would enable as an important feeder to the said railway system, said owner to fix a large amount of patronage of persons going to and from the said railroad, as well as additions to the city rapidly filling with population, and said greatly to the value and profit of said system.

And that the said line of railway could be constructed without expense to the said railway company, money necessary for its building, construction and equipment having been obtained and tendered to the said company by private individuals, through whose lands said line of railway was to be extended.

That at the time the construction of the said line of road was determined upon, plaintiff Samuel M. Jarvis was a member of the board of directors of the said company, and the vice-president thereof, and well knew the purpose and advantages which would accrue to the said company by reason of the construction and operation of said line. And the same was determined upon with his full knowledge, consent and approval, and without any objections on his part whatever.

Said defendants allege upon information and belief that the plaintiff Roland R. Conklin, was also aware of the purpose to construct said line of railway, and consented to and approved the same.

That the line extending to Fort Douglas, which is claimed by plaintiffs to be outside of the corporate limits of the city, was determined upon and the right of way therefor secured during the time that the said Samuel M. Jarvis was the vice-president of the said company and a member of the board of directors thereof, and was constructed and put in operation with the full knowledge and consent of both of said plaintiffs, and without any objection on their part whatever.

That at the time the said line to the rendezvous and the extension thereof was determined upon, and at the time of the construction and putting in operation of the line extending to Fort Douglas, the defendants Francis Armstrong and Spencer Clawson were not members of the board of directors of said company, and were not in any manner connected with its management.

Said defendants further allege that the plaintiff objected for the first time to the construction and operation of the said line of railway in a letter filed by their complaint herein, and at all times prior thereto, both in meetings of the board of directors and at meetings of stockholders of said company, no objection was made thereto by either of the said plaintiffs.

That at the regular annual meeting of the stockholders of the said corporation held at the office of the said corporation on the 21st day of April, 1891, all the acts of the president and superintendent of the said company in respect to the construction and operation of the said lines of railway complained of in said complaint, as well as all other of their acts, were by the unanimous vote of the stockholders of the said corporation duly ratified and confirmed.

Said defendants further allege that said lines of railway in their operation are yielding, and since their construction have been yielding, large amounts of money to the said company, in excess of all expenditures connected with the construction and operation, and the value of said lines of railroad has been permanently increased thereby.

Said defendants further deny that at the meeting of the stockholders of the said company, held in Salt Lake City on the 21st day of April, 1891, the said plaintiffs, Jarvis and Conklin, were not represented. On the contrary, defendants allege according to their information and belief, that the said plaintiffs were represented at the said meeting by one H. M. Bacon, who was then and there duly authorized by the plaintiffs to act for them and in their stead at the said meeting.

Said defendants further deny that, notwithstanding the said records, the said defendants, W. McCune as president, R. C. Chambers as vice-president, and Walter P. Read as superintendent, or either of them, with the knowledge of the defendants, or with full or any knowledge of the wrongfulness of their acts, or otherwise, constructed, or proceeded to operate or maintain the said lines of railway outside of the said corporate limits of the city of Salt Lake. And defendants allege that said lines of railway have been determined upon and constructed and were being operated, or, in process of construction, at the time the said meeting was held and the said act of construction, operation and maintenance was by the unanimous vote of the stockholders of said meeting duly ratified and confirmed; and that the acts of the defendants after that date were merely for the purpose of carrying out the will of the said corporation, as manifested by the unanimous vote of the stockholders at the said meeting.

Said defendants further deny that well knowing that if the plaintiffs said request for the adjournment of said meeting were granted and said meeting adjourned until the time proposed, or otherwise, that plaintiffs would be present or would oppose the extending of the lines of railway of said company, or increasing the indebtedness of extending or operating the lines of said company, the said A. W. McCune, Walter P. Read, R. C. Chambers, or Spencer Clawson, or either of them, intended in any way to recognize or pass upon the said request of said plaintiffs.

Said defendants further deny that the persons alleged to said complaint, who had been elected a board of directors and officers of said company, did not in any way represent the interests of the plaintiffs aforesaid. On the contrary, said defendants allege that they were elected to said offices and since their said election have at all times acted in the interest and for the benefit of all stockholders of the corporation, including said plaintiffs.

And said defendants deny that they, or either of them, were or are parties to any conspiracy or plan for the conducting of the affairs of said corporation contrary to the authority or powers, or to the loss, wrong or damage to the interests of the plaintiffs, or either of them, or any of the other stockholders of the company.

Said defendants allege that the said S. M. Jarvis was not elected member of the board of directors of the said company, or any other officer thereof, at said stockholders' meeting, for the reason that during the time prior thereto to that at which said Jarvis had been acting as vice-president and a member of the board of directors of said company, he had utterly neglected to perform the duties thereof, or to take any interest in the affairs of the said corporation, and at all times neglected to be present at the meetings of the board of directors of said company.

Said defendants further allege that during the time aforesaid, when said plaintiffs were so represented on the board of directors of said company, they at various times sought to enter into conspiracies for the purpose of cheating and defrauding the said corporation by getting possession of its bonds, and disposing of them at much less than their market value to themselves in order that they might realize the difference between the price at which they would take said bonds and account therefor to the said corporation and the price which they would realize therefor upon the market.

Said defendants further deny that since the time of the election of the said board of directors and officers at the acts of the said board of directors and officers have been without the knowledge or consent of these plaintiffs, or without consultation, with them or any one represented by them, or without said consent of any of them, have been for the benefit of themselves, except in common with all the stockholders of said company, or against the interests of said plaintiffs, or either of them. On the contrary, said plaintiffs have at all times had opportunities for consultation with the board of directors and have frequently met with them and discussed the affairs of the said company, and at no time have the plaintiffs been denied the right and opportunity of such consultation.

Said defendants deny that the said A. W. McCune, R. C. Chambers, Francis Armstrong, W. P. Read and Spencer Clawson, or either or any of them, have conspired together to manage the affairs of the said company to the injury of the said plaintiffs or either of them, or in order to build, equip or maintain lines of road outside of the corporate limits of said Salt Lake city, or that the said board of directors have permitted the liabilities of said company to increase as alleged in said complaint to the said amount of $34,000, or to any amount.

On the contrary, said defendants allege that since the election of said board of directors on the 21st day of August, 1891, the indebtedness and liabilities of said company have been diminished to the amount of $13,000.

Said defendants deny that in order to raise the money to carry on the extension of said road, or to provide for the increase of expense thereof, the said board of directors borrowed the sum of $100,000, or deposited as collateral security for the same $430,000 of said bonds, or that any such indebtedness matured on the 20th day of August, 1891, or any other time, or that upon maturity thereof said company was unable to meet the payment thereof, or authorized the said directors or officers, being unable to raise the money to meet the payment thereof with the bank which has since such time of $100,000, and arranged with the said bank that they might have $100,000 of the said $430,000 released upon the payment of $50,000 of the said $100,000, indebtedness. Or that thereupon, or at all, said directors obtained $50,000 from another bank, maturing January 10, 1892, and deposited as collateral for said sum the said $100,000 of bonds, leaving either $300,000 thereof or any bonds whatever with the first bank for collateral security for the payment of $50,000. Or that the said indebtedness, or any part thereof, exists or is now due upon demand.

Defendants deny that said company is not able under its present management or otherwise to pay said $50,000 maturing January 10, 1892, or that the said company is not able to make payment of said $13,000, or that the said $300,000 of bonds of this company, or any part thereof, are in jeopardy, or if any part upon the market to the said as collateral would necessarily or otherwise be sold at a sacrifice, or the property of the company lost to its stockholders. On the contrary, defendants allege that long prior to the election of the present board of directors, said railway company, for the purpose of evolution and putting in operation its electric railway system, with the full knowledge, consent and approval of the plaintiffs, incurred a large indebtedness, which at the time of the said election, was still outstanding. That in order to carry the said indebtedness at a low rate of interest, and to avoid of disposing of the bonds of the company at a considerable discount in view of the tightness of the money market, said company in March, 1891, borrowed of the Park National bank, of New York, $100,000 for four months at 6 per cent per annum, and deposited with said bank $400,000 of the bonds of the said company, reserving, however, to said company the right at any time to withdraw said bonds upon the payment thereof and sell the same and apply the monies obtained therefrom upon payment of said note. That in this way, $9,000 was paid on said note July 23, 1891; $4,738.33, August 24, 1891; $946.50, September 30, 1891, and $50,000, August 31, 1891; leaving a balance of $34,315.17, on the same date; that $100,000 note was taken up and a new note given the said bank by the said company, for the balance due thereon, payable on demand, at 6 per cent interest per annum. That the said last named note was paid by said company in full at the time of the maturity thereof, 1891, and the bonds held by the said bank to secure the payment of the same were on said day released to said company.

That the present total outstanding indebtedness of said company does not exceed $135,000, and to secure the payment of said indebtedness there is now outstanding as collateral security therefor $180,000 of the bonds of said company. That the rates of interest thus incurred by said company are very low, considering the usual high rates of interest now exacted on borrowed money in view of the stringency in the money market. That said company has been so managed that its security is first-class, and it is in possession of ample funds and assets to meet all its outstanding obligations as they mature. That no part of the property or franchise of the said company is in peril by reason of any part of such indebtedness. That under the management of said defendants of said company the assets and property have vastly increased in value so that the stock purchased and held for the said plaintiffs could be now sold and disposed of by them at more than twice the amount of its original cost to them, and all expenses incurred by them in respect thereto.

Defendants further deny that the plaintiffs through whom they derived loans of $50,000 each mentioned in said complaint were obtained, or to whom they are due, are so friendly to the interests of the defendant directors, or otherwise, that if said bonds were offered at forced sale as collateral, their purchase and foreclosure of the same, or the foreclosure of said bonds, company under such foreclosure would be so conducted, or that it is the intention of the said directors, or any of them, that it shall be so conducted as to secure to them, or any of them, the whole of the property of the said company, or in any manner ignoring the interest of said plaintiffs.

Defendants deny that $55,000 of the alleged indebtedness of said company being other than the $55,000 mentioned in the complaint and evidenced by the note of its officers, draws interest at the rate of 12 per cent, per annum, or that said rate of interest is usurious or exorbitant or unreasonable, or tends to diminish the security or assets of said company, or that such is a ruinous rate of interest, or that the rate of interest is imposed because of the ruinous or any bad policy of the said board of directors inaugurated or carried out by them for the purpose set forth in said complaint, or for any other purpose. Or that the said company has within a few days, or at any time, incurred an obligation in the extent of $25,000, or to any extent, to meet which obligation there are no funds in the hands of the said company for its payment.

Defendants deny that there is, or ever was, any plan or purpose of any description on the part of said board of directors, or any of them, to wreck the said railway system, or to wine future the same or rate the plaintiffs of all or any of their rights therein, or that said entire railway system or any part thereof, has been grossly or at all mismanaged by said defendants.

Said defendants further deny that under the circumstances alleged in the complaint, or otherwise, or at all, the said directors have continuously or persistently, or otherwise, refused or failed to adopt improved methods in their operation of said railway system; or that they had maintained said system with not one single electric circuit, or as a result hereof, a break in and carrying a current at any point would cause the shutting down of the entire system to the stopping of every car.

On the contrary, defendants allege that they have adopted and put in operation in their system of railway all practical and valuable improvements as fast as they have been discovered and their utility and value made manifest. That their said system of railway is in a condition for considerable time past divided into several different circuits, so that the breaking or the interruption of the current in any part of said system does not interfere with the movement of the cars in other parts thereof.

Defendants further deny that they have been making extensions as alleged in said complaint, or expending large sums of money thereon; or that for a long time, or for any time past, from twelve to fifteen or any number of motor cars have been in the streets every day or any day, or are not run over the pit in the car house or repair shop for the purpose of making an examination as alleged or otherwise, or that after standing in the streets all day or any other time without proper care, the said lines are run out upon the lines the following day without any examination or without being cleaned or repaired, or are not taken over the pit until a breakdown occurs. Or that a small portion of the money expended upon the extensions mentioned in said complaint, or otherwise, was used to build an additional carhouse for the shelter of all the company's rolling stock. Or that such care would unequally or at all decrease the loss by breakage or otherwise to said company, or tend to a proper or economical administration of its business.

Defendants allege that since their election as members of the board of directors of said company they have diligently taken care of all the property and care of said company and raised the said system of railroad to be operated to the greatest public advantage and with a due regard to economy and the interests of the stockholders of said company.

Defendants further allege that prior to the election of the present board of directors, when said S. M. Jarvis was a director and vice-president of said company, by the reason of the fact that the said Jarvis wholly neglected to attend meetings of the said board of directors of the said company or pay any attention to the management of its business, and the necessary absence from Salt Lake City on private business of other members of the board of directors, it was impossible to obtain a meeting of the board in order to transact necessary business pertaining to the affairs of the said company, and that by reason of such neglect on the part of the plaintiffs in the management of the said company, its affairs suffered through inattention. That since the election of the present board of directors, all difficulties arising from such neglect have been remedied, and the system of railroad of said company has been put in first-case working condition.

Defendants further deny that because of the attention which has been given to the making of said extensions with motives alleged or otherwise, the proper attention has not been given to the one of the company's property, or to the care or preservation, or for the most profitable operation of the road, or that the company owns several of the cars as alleged, and the said open cars have, to the loss of the company, been permitted to remain idle the barn or elsewhere, or that it would be more for the interests of labor to change the trucks or motors from the closed cars to the open cars, or in this way to improve the condition of the rolling stock for the benefit, if for any time, or greatly or at all to increase the attractiveness of the lines of the road or increase the travel or the receipts.

Defendants further deny that because of the matters set forth in said complaint which have engrossed the attention of the directors, or otherwise, or in furtherance of their said or any plan to depreciate the credit or assets of said company, they or the said officers of said company, or any of them, have failed to properly care for or utilize the electric currents created by the power station for the road; or that the said officers are planning to build further power stations for the road with purpose alleged or that more electricity is now generated than is needed to run the entire system; or that by the method by which the said system is now operated, the two engines in the power-house of the said company or all of the dynamos are running continuously, so that a break in either engine or either of the dynamos at any time would cause a shutting down of the entire system and a stopping of all the cars upon all the lines of the system until repairs be made, or that it is a portion of said road proper attention has not been given to the schedule of the time of said cars, so that so crowded, cars of one company leave the same point, or long intervals, other cars will follow, or making the expense of the operation or that of the maintenance of a large number of cars, while the capacity of the system is only that of a portion of the number of cars actually run. Or that the number of men employed as motormen or conductors is much larger than is necessary to carry the number of passengers that are carried by them, or to operate the lines successfully. Or that the number of men employed in the repair shops is unusual or larger than the number employed in the shops of other electric roads. Or that by reason thereof, or at all, the expenses of the road are increased to an unusual or unreasonable amount.

Defendants further deny, according to their information and belief, that during the year 1891 there has been any increase in the expense in operating the said road as compared to the year 1890; or that the cash system, as alleged, in the books of said company. On the contrary, defendants allege, on information and belief that the monthly net earnings of the said road during the first seven months of the year 1891 has been $6,555, or an aggregate of $45,918.50, while the net earnings per month for 1890 were only $5,033, so that the earnings under the present management of the road have increased over expenses the rate of more than $1,500 per month.

Defendants further deny that the total earnings during 1891 are as alleged in said complaint. On the contrary, defendants allege that the total earnings for the first seven months of 1891 were $187,132.65.

Said defendants further deny that the members of the board of directors, upon the request of the plaintiffs or otherwise, have refused to meet, to take all necessary or proper steps or action for the protection of the rights of the company, or in the interest of its stockholders, or the better management of its affairs.

For further defense, and by way of counterclaim, defendants allege that prior to the commencement of this action, said plaintiffs appeared before the board of directors of said company and demanded that the bonds of the said company be distributed among its stockholders in proportion to the amount of stock held by each, and threatened that unless defendants, either than the company, would sell their stock to plaintiffs upon terms proposed by plaintiffs, they would endeavor to make trouble for the said company and the members of the said board of directors. That to have so dismembered the said board of directors would have been to leave the company without the necessary and available means of meeting its obligations to its creditors and the necessary proper expenses connected with the proper maintenance of its system of railway in such manner as to endanger with its continuance of its charter and franchises, and to its those things according to its duty to subserve the public convenience, and would have been in effect a fraud upon the creditors of said company and upon the public. That for these reasons the said board directors refused to take the action demanded by said plaintiffs, Thompson said plaintiffs, with the hope and for the purpose of coercing the said board of directors into taking this unlawful and improper action, had their complaint prepared and published in the Salt Lake daily Tribune, several days in advance of filing it with the clerk of this court, intending thereby to injure and impair the credit of the said company, deprecate the value of the stock of the said defendants, and render it impossible for said defendants to meet the obligations of said company to said creditors, or compelling them to negotiate loans at higher rates of interest and a greater expense to the company than would otherwise be the case. That the said action so commenced by the plaintiffs and the publication of said complaint and false, scandalous and malicious charges in the public newspapers in advance of filing their complaint in court, was done maliciously and with the intention and purpose aforesaid. That by reason of such false, scandalous and malicious publication on the part of said plaintiffs and the prosecution of this said action, defendant corporation has sustained damage and injury to its credit in the sum of $50,000.

HAWKINS & CRITCHLOW,
Attorneys for defendants.

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NOTICE TO TEACHERS.

Holders of temporary certificates and those who desire to teach in the District Schools of Salt Lake County will take notice that an examination will be held in the Deaf Mute building, corner First North and Third West streets, Salt Lake City, beginning at 10 a.m., Friday, Dec. 4th, 1891.

D. R. ALLEN,
J. R. TOMLINSON,
E. M. CULLEN,
Board of Examiners.

d&w4

For all forms of nasal catarrh where there is purulent discharge, with what is commonly called "snuffing up," especially when going to bed, Ely's Cream Balm gives immediate relief. Its benefit in no case has been questionable.—A. G. Case, M. D., Millwood, Kansas.

One of my children had a very bad discharge from her nose. Three physicians prescribed, but without benefit. We tried Ely's Cream Balm, and, much to our surprise, there was a marked improvement. We continued using the Balm and in a short time the discharge was cured.—O. A. Carry, Corning, N. Y.

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When Baby was sick, we gave her Castoria.
When she was a Child, she cried for Castoria.
When she became Miss, she clung to Castoria.
When she had Children, she gave them Castoria.

FOR FURNITURE
Carpets, Wall Paper, Upholstery, Curtains, Poles, Shades, etc., call on
NEVE & CHILD,
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Are Your Children Subject to Croup

As a preventive and cure for croup, Chamberlain's Cough Remedy has no rival. It is, in fact, the only remedy that can always be depended upon, and is pleasant and safe to take. There is not the least danger in giving it to children, as it contains no injurious substance. For sale by 25 cents per bottle by Z. C. M. I. Drug Store. ds

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Dr. R. L. St. John of Rockland, Putnam county, Missouri, takes special pleasure in recommending Chamberlain's Cough Remedy, because he knows it to be reliable. He has used it in his practice for several years, and says there is none better. It is especially valuable for colds and as a preventive and cure for croup. This most excellent medicine is for sale by Z. C. M. I. Drug Store. ds

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S. H. Clifford, New Cassel, Wis., was troubled with Neuralgia and Rheumatism, his Stomach was disordered, his liver was affected to an alarming degree, appetite fell away, and he was terribly reduced in flesh and strength. Three bottles of Electric Bitters cured him.

Edward Spephard, Harrisburg, Ill., had a running sore on his leg of eight years' standing. Used three bottles of Electric Bitters and seven boxes of Bucklen's Arnica Salve, and his leg is sound and well. John Speaker, Catawba, O., had five large Fever sores on his leg, doctors said he must amputate. One bottle Electric Bitters and one box Bucklen's Arnica Salve cured him entirely. Sold by A. C. Smith & Co's Drug Store. 3*

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CHAS. S. BURTON, MANAGER.
4 NIGHTS AND SATURDAY MATINEE.
COMMENCING
WEDNESDAY, Dec. 2.
DENMAN THOMPSON'S
CELEBRATED PLAY,
THE OLD HOMESTEAD!
Under the Management of
E. A. McFARLAND.
MONTEREY, NEW.
COMPANY SAME AS LAST SEASON
PRICES 25c, 50c, 75c, and $1.00.
Matinee Saturday, Dec. 5th.
NEXT ATTRACTION—The Wonderland Company.

WONDERLAND
WEEK OF THANKSGIVING, BEGINNING 23.
JOHN WARD, King of Snake Charmers.
MADAME REYNOLDS, The Iron-Jawed Woman and a long list of Brilliant Attractions.
10c.—ADMISSION.—10c.

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TEETH FILLED 50c.
EXPERT DENTAL COMPANY.
Sets of Teeth, $5.00
Teeth Filled, 50
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Teeth Cleaned, $1.00
Teeth Extracted Absolutely without Pain
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26, 28, 30 and 32 EAST FIRST SOUTH ST.,
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The warm weather leaves us loaded down with a Great Surplus of Winter Goods, which must be moved before the Holidays, therefore we will make the

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Cloth Wraps,	$3.25,	worth -	$7.50
Cloth Jackets,	4.50,	- -	8.75
Cloth Circulars,	3.75,	- -	6.00
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Plush Capes,	9.75,	- -	21.00
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Silk Wraps (Fur Trimmed),	$4.75,		$15.00

Infants' Cloaks, Children's Cloaks, Misses' Cloaks,
ALL DOWN! ALL DOWN!

A Tremendous Slaughter of NEWMARKETS, Ladies' and Misses'.

SHAWLS!! SHAWLS!!!
THREE PRICES.

Beaver Shawls,	$5.75,	worth -	$8.50
" "	7.50,	" -	12.50
" "	8.75,	" -	15.00

50 Pieces SILK PLUSH at	-	45c.
50 " Fancy Velvet.	-	45c.
100 " Plain Velvets, $1.00 yd.,		worth $1.50

Silks! Silks! Silks!
EVENING SHADES, WHITE, CREAM, PINK, BLUE AND ALL DELICATE SHADES.
$1.00 Goods for - - 45c. per yard

Fancy Silks, 45c., worth	- -	$1.25
" " 75c., "	- - -	1.50

ALL BLACK SILKS AT THE LOWEST NOTCH.

DRESS GOODS! DRESS GOODS!

400 pieces Wool Plaids at 75c. yard, worth	-	$1.25
100 pieces Plaids and Stripes, at 45c.,	- -	worth 75c.

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CALL EARLY AND WE'LL SUPPLY YOUR WANTS FROM ALL DEPARTMENTS AT GEDROCK PRICES.

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