# 9 THE CITY'S SIDE IN BOND FIGHT

## Important Points and Arguments In Brief Filed in the Supreme Court.

WHAT CONSTITUTION CIVES.

Permits and Provides for just What The City is Doing in Way of Getting New Water Rights.

In addition to what has already been published from the brief of City Attorney Dey and Attorney F. S. Richards, in the bond case now before the supreme court, which is expected to give a decision in the matter, the following important points and arguments are given:

In answering the contention of the relator that the water rights which the the city will acquire under the options held by it would not be such an ownership and control as is contemplated by the Constitution, the brief says:

The only reason assigned for this contention is that no absolute little to the water acquired by exchange will be held by the city. This is rule, and it is also true of every other water right. No absolute title to the water itself is ever acquired. The right is always creating any second s No absolute title to the water itself is ever acquired. The right is always strictly usufructuary. The title to wa-ter consists in the right to use it, and, no matter how perfect a water right or title may be, that right and title may be forfeited by a failure to apply the water to some useful or beneficial pur-mage.

Salt Lake City vs Water & E. P. Co.,

24 Utah, 266. Under the exchange contracts, the city will have the perpetual right to use the water acquired, subject only to the condition that it furnishes to the other party the irrigation water provided for in the contract. The compliance with this condition is wholly within the control of the city, and there is no more reason for saying that such a water right does not constitute ownership, than there would be for saying that the city's right to use the Utah Lake water is not ownership, because, at some time in the future, it may not be able to apply that water to such a useful or beneficial purpose as the law requires, to maintain the right. Section 6 of article xi of the Constitu-tion contained as the section of the constitu-

"Provided that nothing herein con-

tained shall be construed to prevent any such municipal corporation from exchanging water rights or sources of

exchanging water rights or sources of water supply for other water rights or sources of water supply of equal value and to be devoted in like manner to the public supply of its inhabitants." This provision was incorporated in the Constitution for the express pur-pose of meeting just such cases as the one now before the court. It is a matter of public history, of which this court will take cognizance that, prior to statehood, municipalities in the ter-ritory of Utah, had disposed of their waterworks by lease or otherwise. The case of Ogden City is familiar to the recurrence of such a thing in the fu-ture. It is also a matter of public his-tory that municipalities had exchanged irrigation water for potable water, and

waters from Parley's creek being con-ducted from that canyon to the city through its water mains, the object and purpose of said bond issue being and purpose of said bond issue being to construct a conduit from Parley's creek to Big Cottonwood canyon for the purpose of conducing the water of Big Cottonwood creek through said conduit to Parley's con-yen and delivering the same at the intake of the present conduit at Par-ley's canyon, through which it will be conducted into the water mains of the existing water system of Salt Lake City." PURPOSE OF BOND ISSUE.

pURPOSE OF BOND ISSUE. It is apparent that the purpose of issuing these bonds is to obtain money to extend, enlarge and make more ef-fective this waterworks system, which is valued at over \$4,000,000, and is now owned and controlled by the oily. This is to be accomplished by the construc-tion of a conduit from Parley's canyon to Big Cottonwood creek and by the improvement of the city's present dis-tribution system. In other words, the money is to be expended for the bet-terment of the waterworks, which are terment of the waterworks, which are already owned and controlled, in the fullest sense, by the city. Of course, it cannot be said that the city owns the conduit which is not yet construct. the conduit which is not yet construct-ed, nor that it owns the waterrights which are yet to be acquired, but, when constructed and acquired, they will be-come a part of the present works for supplying water to the city, which are now owned and controlled by it. It is a fundamental rule that, in construing a constitutional or statutory provision, the court will give it such

ing some of the hidden securities which provision, the court will give it such an interpretation as will make it most effective in accomplishing the purpose the creditors suspect have been secret. effective in accomplishing the purpose of its enactment. This can only be done in the case at bur by adopting the rearonable construction which is con-tended for by the defendants. If the restrictive construction asked for is given to this constitutional provision, it will become so ineffective that no substantial benefit can ever be derived from it. Under such a construction po apparently located. The Morgan home heretofore fleured prominently in the affairs of the bank, was under examination, and a statement was made by Mr. Morgan, who is a father-in-law o from it. Under such a construction, no city, being without a waterworks sys-tem, could possibly borrow the money Mr. Schettler that he was not enjoying from it. a life lease to it from the Schettlers but was its owner, and had never relinwith which to purchase or construct such a system, and no municipality, owning and controlling a waterworks system, could ever borrow money with which to increase its water supply or quished title. The property owned by Ernest Schettler and K. Lester Schet ther was also under scrutiny, both of the Schettler boys testifying that the property was not a gift from their father, but had been bought and paid for by them.

which to increase its water supply or extend and enlarge its waterworks. Such a construction would defeat the very purpose and object of this pro-vision of the Constitution. In the case of state vs city council, 23 Utah, 14, this court says: Constitutions are not to be interpret-ed alone by their words abstractly con-sidered, but by their words read in the light of the conditions and necessities in which the provisions originated and in view of the purposes sought to be attained and secured. We invoke this rule and ask the court tler who was questioned in regard to property in the South Salt Lake addi-tion. William Gibbey had previously testified that at one time he held a sec-ond morgage on this property and upon moving to foreclose, Schettler had asked him not to do so, and had paid his claim, saying that he wished

attained and secured. We invoke this rule and ask the court to apply it in this case. "In the light of the conditions and necessities in which the provision of the Constitution originated and in view of the purposes sought to be attained and secured" by it, we do not see how any other con-struction than the one for which we contend can possibly be adopted. he paid in cash.

CONSTITUTIONAL OBJECT.

The real purpose and object of this constitutional provision was to en-courage the municipal ownership of works for supplying cities with water, artificial lights and sewers, by affordartificial lights and sewers, by afford-ing the necessary means through which a city could purchase, construct and ex-tend such works. The power of the city to borrow money for these purposes was limited to cases where the municipality itself would own and control the works, and such an indebtedness could not be incurred for supplying any city or town with water, artificial lights or sewers, when the works for supplying the same would be owned or controlled by any other person than the municipolity. It was for the purpose of insur-ing the ultimate ownership and control of these works in the municipality, in-stead of a private person, that this pro-vision was made, without regard to



DESERET EVENING NEWS: FRIDAY, JUNE 16, 1905.

Judge Brown Thinks He Will Reap-Relatives on the Witness Stand Today pear When That is Gone and Ask In Explanation of Certain Realty For Admittance to School.

Just at present there seems to be a The Schettler case was up again this uestion in the minds of some as to morning in the court of Referee in whether or not the confidence of Judge Bankruptcy Charles Baldwin. For two Brown of the juvenile court has been ours witnesses were examined and misplaced in his action towards Narossexamined in the hope of unearththan Wilkes, a 15-year-old boy who was ommitted to the reform school yesterday. Judge Brown committed the ed away, and one such security was boy and placed him on his honor that he would go to Ogden and turn himself on K and Fifth streets, which has over to the officials of the reform chool. He gave the boy enough money to

oay his fare to Ogden and some change for street car fare, and gave him his mmitment papers and told him to recommitment papers and told him to re-port to the superintendent of the school and present his papers. At 9:45 yesterday morning the lad left the city and county building and started on his

NOTICE TO ADVERTISERS Owing to pressure on our columns, News advertisers are requested to hand in their advertisements for the Satur-

Classified ... vertisements cannot be assured publication in all the Editions, and in proper classification, unless received in this office before noon on Saturdays.

ourney. He was shadowed to the Rio Stande Western depot by Deputy Sheriff Edwards, who saw him board the train which left for Ogden at 11:95 o'clock. As the train made no stors between here and Orden, it is supposed that he arrived in the latter city all right. Further than that he has not been

heard from up to 2 o'clock this afters noon, and there are some doubts as to whether or not he will ever report to the reform school. Judge Brown. believes that, after the boy however, sees the sights in Ogden and spends hi 70 cents, he will show up at the school The boy has been arrested a number f times. When first brought before times. the juvenile court he was charged with forgery. Since then he has been ar-rested several times for stealing birested several times for stealing bi-cycles and chickens. While out on probation he did not report to the court when he agreed to do so, and hence his word has not been the best. Those connected with the juvenile court await with much confidence a further report as to the whereabouts of the lad.

which he is now in jail awaiting trial in the district court. Benjamin Camp, who was charged with Buckley, was discharged. It is alleged that Buckley on June 8 robbed a man by the name of Sullivan at the Highland Boy boarding near the smelter

## BOY COMMITTED.

Judge Brown Sends Harry Eenson to The Referm School.

Harry Renson, the 17-year-old boy who has been in the county jail ever since March 27, was taken before Judge Brown of the juvenile court today and Brown of the juvenue court loday and committed to the reform school at Og-den, Benson and C. D. Morehead held up and robbed F. O. Haymond of \$6 on the night of March 26. Morehead was taken back east to answer to a more serious charge and Benson has been in the county jail ever since awaiting some action to be taken in his case. It was finally decided to commit him to the reform school so such action. It was finally decided to commit him to the reform school so such action was taken today. His attorney, Ar-thur E. Christensen was present in court taking data in the case, and will undertake to secure the boy's release under a writ of habeas corpus, which will test the constitutionality of the juvenile court law and which it is ex-pected will be filed today or tomorrow.

----SUITA GAINST INTERURBAN

#### (Special to the "News.")

Los Angeles, Cal., June 16 .-- Little was done in the police court today in connection with the city's suit ordered by Mayor McAleer against the Los An. geles Interurban Railway company for alleged violation of the laws in carrying freight through the streets of the city. General Manager A. D. Schindler of the road, superintendent S. B. Mc. Lonegan, and H. A. Tourcille appeared as defendants, but asked time to plead. They were given until Monday and released upon their own recognizance.

The company, if defeated, as expected, will carry the case to the state supreme court. There is no state law giving munilepalites of California power to grant freight-carrying privileges and lack of law will be depended upon by the city in the suit. It is expected that the state legislature will be asked to remedy this, "Defect" at the next session.

## EXPERT CHIMNEY CLIMBERS

(Special to the "News.")

Los Angeles, Cal, June 16 --- W. Redney and N. Dewey broke all chimney climbing records at the police station early this morning.. The men were prisoners in the jail and ascended the sooty aperture, a distance of 70 feet. While awaiting to make their escape through a scuttle officers appeared and gathered them in.

Members of the Grand Army and relief corps will celebrate bunker hill day tomorrow near San Gabriel mission. F. E. Robinson of the Townsend Rob. inson Investment company, who was thrown from an automobile a distance of 15 feet, alighting upon his head, is suffering a large bump on the cranium only.

## WILL FIGHT FOR GIRL

dedicated on Sunday, July 23, next, entirely free from debt. The cost of the edifice will be nearly \$24,000. The state board of insanity is holding a meeting at Provo today, Gov. Cutler, State Auditor Edwards and

State Treasurer Christiansen went to Provo this morning to attend the meet-The following program will be ob-

served at this afternoon's organ re-cital in the Tabernacle: Prelude to Tristan and Isolde, Wagner; Andantino Lemare Andante (strings), Haydn; ad meledy, impromptu; march from Tapphauser, Wagner,

To lay's local bank chearing, account, ed to \$712,817.01, as against \$461,760.03 for the some day last year. Fostoffice Inspector Sharp has returned from an extended trip to Texas where he held a large sized hand in the Texas cetection and capture of 35 then en-gaged in using the mails for lottery purposes at San Antonio. The lottery had its headquarters in old Mexico, and has been operating on the quiet for some time,

A copy of the articles of incorpora-tion of the Western Mills of Logan was field in the sceretary of state's office-today. Its empital stock is \$20,000, di-vided into shares of the par value of \$10 each, George Cole is president; Isaas Jorgensen, vice president; C. E. Hydo, sceretary and treasurer. The company will operate a flour mill at Logan. The futural of Albert Stoops who was The furgeral of Albert Stoops who was klikd by striking a pole while jumping from a Lagoon train, will be held at 620 this evening, from Evans' under-taking parlors, and the body will then be shipped to Folse for interment there. The widow will accompany the body and remain in Bolse which was her home before marriage. The old St. Mark's school house prop-erty, 53 feet front, and 175 feet deep, has been sold by Mrs. Julia McFalden of this city to Frank Schumacher of Los Angeles, for \$15,500. James Mur-ray, vice president of the National Bank of the Republic, has sold to a Los Angeles investor for \$22,500 tho northeast corner of State and Pourch South streets. home before marriage.

Supt. Horton and several district of-ficials of the Western Union were in town yesterday, and are in Ogden to-day, arranging there for the installa-tion of the new operating plant. The new plant for the Salt Lake office was arranged for several months ago, and will be here early in August for instal-lation. Mr. Horton says the cost of the improvements in this city will be be-tween \$7,000 and \$8,000. South streets.

Atty.-Gen, M. A. Breeden had a pleasant visit back in Illinois and In-diana where he had not visited in many years; and at Decatur, Ill., the local Heraid in display headlines called at-tention to the fact that he had not been there for nearly 40 years; stating also that the judge was the attorney general of Idaho. Judge Breeden was inter-viewed in Indiana, and because he didn't "pitch in and give fits" to the "Mormons," a local paper pours out the vials of its inky and polluted wrath upon the judge's head. 64 %... Yankee, 800 nt 38. Sunday, June 18th, via Oregon Short Line. Take either one of three traina leaving at 7:10 a. m., 10:30 a. m., or 1:40 p. m. Returning, leave Ogden bi 1:40 p. m. Returning, le 3:40 p. m. or 6:50 p. m.

President J. E. Cosgriff of the Com-mercial National bank has returned from Los Angeles where he attended the convention of the Knights of Co-lumbus. Ho says the Los Angeles peo-ple treated the visiting Knights with the greatest hospitality and accorded them every courteev so that all the them every couriesy, so that all the visitors went away with the kindliest regards for southern California. Mr. Cosgriff said the next annual conven-tion will be held at New Haven, Conn., tion will be held at New Haven. Conn., the birthplace and most important cen-ter of the order. A \$400,000 building has just been erocted at New Haven and knights from all over the country are anxious to ree it, and the New Haven people are equally anxious that they should. So that a great time is promised next year when the conven-tion greas east. tion goes east.

## WEATHER REPORT

Record at the local office of the weather bureau for the 24 hours ending at 6 a. m. today:

Barometer reading at 6 a.m., 25,510 inches, temperature at 6 a.m., 57 de-grees, maximum, 76, minimum, 52; mean 54, which is 3 degrees below normal. FORECASTS TILL 6 P. M. SATURDAY, Local forecast for Salt Lake City and Fair tonight and Saturday; warmer. For Utah-(Forecast taken at Denver. Fair tonight and Saturday; warmer,

WEATHER CONDITIONS

TODAY'S TEMPERATURE.

8. m. ..... 6

10 a. m. .....

GRAND OPERA HOUSE-OGDEN

Monday,

June 19th.

20 ROUNDS 20

GARDNER

STIFT.

ALSO A TEN-ROUND PRELIMINARY.

Tickets Now on Sale at Stickney's



AFTERNOON ON EXCHANGE.

Grand Central, 50 at 3.10.

hange were:

The afternoon sales on the mining ex-

New York Bonanza, 100 at 64; 300 at

OGDEN EXCURSION.

**BUSINESS NOTES.** 

At their meeting on Thursday the board of directors of the Utah National Bank decided to increase the regular dividends of the institution from 6 to 8 per cent per annum. The stock of the bank is closely held, and is in strong demand: bids considerably above res-cent market quelations have failed to induce the owners to part with any of their holdings.

their holdings.

The two attractive features of McDonald's Whipped Cream Chocolates are, first, their deli-clous flavor and secondly, their absolute purity. All good deal-ers sell them. We are confident you will be pleased if you will give them a trial.



the property to turn over to his son as a present. Ernest Schettler testified, however, that he bought the property from his father for about \$500, which day News as early as possible to secure insertion in all editions.

NEVER EXECUTED DEED.

Mr. Morgan, the next witness, was represented by Atty, H. C. Edwards, He said that he had never executed a deed to his home to Mr. Schettler, that never gave a mortgage to Schettler that he never owed Schettler as had ben asserted by creditors, and explained the status of his proper-iy in the bank. If had listed it with Schettler to sell, Schettler to collect the rents from it and with these pay the taxes, depositing the balance to the credit of Mr. Morgan. Morgan wanted to buy from Schettler a piece of land to MU From Schettler appiece of land to may from Schether a piece of fand in Mill Creek district, and should the listed property be sold. Morgan was to pay \$1,000 from the sale price, for the Mill Creek property. This land Morgan afterwards learned, did not have a clear

FIRST WITNESS TODAY.

The first witness was Ernest Schet-

Transactions.

### title and so he withdrew his offer buy from Schettler. WARD STORE STOCK.

D. L. Murdoch, a stockholder and manager of he Twentieth Ward Co-op, testified as to an asset of Mr. Schettler

fory that municipalities had exchanged irrigation water for potable water, and that such exchanges had been made upon just such contingencies as are contained in the proposed contracts for the exchange of the waters of Big Cot-tonwood. The contract made by Sult Lake City in 1888, for the waters of Parlow's creek. Is a public example of Parley's creck, is a notable example of this kind of exchange.

#### WHAT WAS IN MIND.

Having these things in mind, desirring to encourage municipal owner-ship of waterworks and prevent cities from allenating any sources of water supply or waterworks which they might possess, the members of the Constitu-tional Convention adopted these pro-visions, which were afterwards ratified by the people as the fundamental law of the state. We cannot believe that this court will ever become so unmind-ful of the public weal as to mullify these great constitutional provisions, by giving them such a restricted construc-tion as would render them ineffective and practically nugatory.

In order to determine the real mean-ing of the words "owned and controll-ed," as used in this section of the ed." as used in this section of the Constitution, it is necessary to consider the purpose which was intended to be accomplished. The evident intention was to provide a method by which an additional indebtedness, not exceeding 4 percentum, might be created, for the purpose of suppixing a city or town with water, artificial lights and sewers, when the works of supplying such wa-ter, lights and sewers should belong to the municipal ownership of these important public utilities, and to pro-vide means for their establishment and maintenance. maintenance

The stablishment and malatenance of The stablishment and ministenance of waterworks, artificial lights and sewers fare essential to the very existence of a city. It is, therefore, very important that this provision should receive such a broad and liberal construction as will render it most effective. The interpre-tation which is contended for by the relator is very technical and so restric-tive that its adoption would practically tive that its adoption would practicall the provision ineffective and nugatory

THE CONTENTION.

As we understand, the contention is, that, although Sait Lake City proposes to use the money which it derives from the basic and sair of bends, for increasthe basic and water supply and extending and emiarging its water supply and extending and emiarging its present waterworks, the bonds cannot be legally issued, because the city does not now own the water rights which it proposes to acquire, and does not now own the enlarged and ex-tended works which it proposes to con-struct. If the city did own these water rights it would have no eccasion to struct. If the city did own these water rights it would have no occasion to borrow money with which to purchass them, and, if its waterworks were ex-tended and enlarged, it would have no occasion to incur an indebtedness for the purpose of setting money to pay for making such extension and enlarge-ment. The very object of this constitu-tional republics was to atable the city ment. The very object of the constitu-tional provision was to enable the city to borrow an additional amount of money, for the purpose of acquiring, either by purchase or construction, ad-ditional water rights and waterworks, which it could not possibly own unfil if had procured the stems by the use of the very money which the Constitution movides that it may barrow for that provides that it may horrow for that is alleged in the amidavit that the

It is alleged in the affidavit that the "city is the owner of a waterworks sys-tem and obtains its waters from Par-ley's creek. Emigration creek and City creek, and is also the owner of the Sait Lake and Jordan canal, flowing from Utah lake to said city, the waters, however, carried by said canal, not being fit or used for domestic purposes in sold city; that the present water-works system of said city, which is

whether or not the city actually held title to the property at the time the bonda were lasued.

In this connection we desire to call the court's attention to the case of state vs city council, 25 Utab 13, in which this court held that Sait Lake ('ity might issue bonds amounting to \$250,000 ''for the purpose of increasing is water sup-ply and improving the waterworks of the city." The present proposed bond issue is for exactly the same purpose, and the ownership and control of the clty's waterworks is precisely the same now as it was when the court decided that case.

that case. We also refer to the case of state vs Quayle, 26 Utah 26, wherein this court declared valid a bond issue of Logan City, "for building and establishing an electric plant to be owned by said mu-nicipality and for supplying said Logan City with artificial light." It is true this question was not directly raised or passed upon in those cases, but the honds were issued and sold, in advance, to provide money for acquiring the wa-ter and constructing the works. NOT DEPENDENT.

#### NOT DEPENDENT.

NOT DEPENDENT. A careful examination of the address will show that the carrying out of the plan proposed is not dependent upon the acquisition of all the waters of Mill Creek, Big Cottonwood and Lit-ile Cottonwood creeks, nor of any par-ticular part of either of those streams. The committee simply expressed the opinion that those waters could be ac-quired, as fast as the necessities of the city required, and it was careful to ity required, and it was careful to date the reasons for entertaining this belief. The voters were capable of judging for themselves as to how far the reasons given justified the opinion. They were to determine by their votes whether or not the plan should be car-ried out. They voted for the bonds, and at meant the carrying out of the plan far as it was practicable to do so.

substantial compliance with the plan is all that is required, and, al-though it might not be possible to car-ry it out in every detail and to the fullect extent, so long as there is a substantial compliance, in good faith, there can be no question of the validity of the proceedings. Conditions are the same now as when the plan was sub-mitted, and the same reasons now ex-pt which then caused the voters to be. ist which then caused the voters to be that it could and would be carlieve the ried out.

ried out. For years the growth and develop-ment of the city have been relarded by reason of the scarcity of its water sup-ply. Property has been in danger, and insurance rates have been exceptionally

insurance rates have been exceptionally high, there being no ample protection against fire. The health of the people has suffered, because the city has not had sufficient water for sprinkling the stresss and other niunicipal purposes. As we have shown, the only means by which the city can be readed by the surgistion water for purpose its water supply is through the exchange of its irrigation water for public water. This irrigation water for public water, the stress is and the estimated and the water utilized through the issuance of bonds. We therefore commend the case to the court, believing that it will place such a construction upon the Constitution ms all enable the city to extricate it-sort from the present deplaceble contiast train the present deplarable court tion, for which there is no other relief

#### start for Verseland State Street SUMMER COLDS.

Laxative Brome Quisine, the world-wide Cold Cure removes the cause. Call for the full name and look for signature of E. W. Grove. Sec.

### WATCH THIS BOY.

An exchange saks: "What has be-come of the boy in patches?" Why, bless your soul, he is out on the farm hopping clods 16 hours a day. He will come to town after a while to run the banks and the stores and be the suc-cessful lawyers and preachers and busicless. Don't work about the box in said city; that the present water-works system of said city, which is owned and controlled by it, embraces several large and substantial ceser-voirs; a massiry conduit about five miles long, about 160 miles of pipe, 1.590 valves, 1.150 hydrants, and its present estimated value is over \$4,000,000, the

that had not been listed, and from which Schettler had derived revenue since going into bankruptey. The naconsisting of seven shares of stock the Twentieth Ward Co-operative in the In the Twentleth Ward Co-operative store, which paid a semi-annual divi-dend of \$3.50, the hast dividend having heen paid to Mr. Schettler Decomber 9, 1964, and another being now about to be declared. The par value of the stock is \$5 a share and the market value about \$6, each share having drawn a dividend of \$1 per year since 1895. The stock is an original invest-ment, dating back to the origin or the ment, dating back to the origin or the store in 1869. The witness read from the store's stock book on page \$4, which showed that Schettler had been paid every dividend declared.

LESTER'S LOTS.

K. Lester Schettler was placed on the Is and to testify as to how he obtained two lots now registered in his name, and formerly connected with the bank, according to the books. He testified that he bought the property from Jos-hua Whitney, for \$550. He paid \$600 in

hua Whitney, for \$550. He paid \$600 in cash, which was a savings account de-posited in his father's bank, and gave his note for the balance, the transac-tion occurring in December, 1902. He pledged the land as security for the note, and from his savings paid this balance by August, 1903. The deed was deposited with his father until it was paid in full. He testified that he had never worked in his father's bank, but that his deposit there was the re-sult of savings made as an employe sult of savings made as an employe of the Rio Grande Western railway. At the request of Atty, S. W. Stew-art who handled the case today for the creditors, an adjournment was taken at noon till Monday, June, 26, It is probable that no more witnesses will be examined.

WILL CROSS BATS.

### Street Railroad Emyloyes Think They Can Play Baseball.

The matrimonially cligible and the The matrimonially eligible and the matrimonially ineligible employes of the street rallway employes at the barn have decided to open base bail hostil-lites, and will cross bats in ungry contest tomorrow at 5:30 p. m. at Cal-der's park. A steefal car will leave the barn at 5 p. m., carrying the peace-ral warriers of the spiked shoe and left banded mitt, and something too terri-ble to mention is expected in the way of athletic achievement. The manage-ments of the National and American leagues have been notified of the game. leagues have been notified of the game. and the telegraph companies have been operators at the park so that the con-test may be wired by innigs to all the larger cities of the country.

#### .....

**ONLY 81.00** Ogden and Return.

in Oregon Short Line, Sunday, June isth. Round trip only \$1,00. Leave Fait Lake either 7:10 a. m., 10:30 a. m., or 1:40 p. m. Returning, leave Ogden 5:40 or 5:30 p. m.

## SHE MEANT WELL.

Bishop Coleman of Delaware, the Episcopal dignitary who every summer takes a two or three week's tour over the country, tramping incognito, is a man of tremendous appetite, and is proud of it. But a story is related of a Gent county housewife who got the best of him. She was the learned prel-ate's hostess on one of his tramping tours, and, knowing very well who he was, set before him a dinner fit for a man of great labors. The bishop ap-preciated her cooking hishly, and told her so, but he was unprepared for her rejoinder: "Bless you, bishop, eat your fill, for I love to see ye eat: eat till ye bust; I wisht you would!"-Cleveland wisht you would!"-Cleveland bust: I

### ASKS, FOR WRIT. Minnie Lockwitz Wants it Issued

Against Judge Whitaker.

and is returnable on June 24.

Injunction Asked.

Thomas C. Wallace, perhaps the best known fertilizer and soil expert in southern California, is in town as a goodly sized factor in the Los Angeles visitation. While here Mr. Wallace will visit the guano islands in the great lake that are being worked by the Utah Fertilizer company, and will be shown around by President P. W. Madsen, Mr. Wallace deals in jokes as well as fertilizer; and wired Riverside last eve-ning that Messus. Evans and Vander-grift of the delegation were really in-Minnie Lockwitz today filed a peti-tion in the district court asking for a writ of certiorari to be issued against Judge J. J. Whitaker of the city court, so that the proceedings taken by him in a case wherein Mary A. Shafer was plaintiff and Sig Simon, M. Nadel and Minnie Lockwitz ware defendants may Minnie Lockwitz were defendants may be reviewed by the district court. The affidavit for the writ states that Judge Whitaker rendered a judgment against Simon and Nadel for \$142.85 on an unning that messrs, it was and vander-grift of the delegation were really in-tending to sing here in public. The an-nouncement seems to have created a semation at Riverside, and after the commotion had somewhat subsided, Mr. Simon and Nadel for 112.80 on an un-dertaking on appeal in the case but that said judgment is void for the rea-son that the court had no jurisdiction to enter the same. It is alleged that the affiant, Minnie Lockwitz, who was commotion had somewhat subsided, Mr. Wallace received this morning a tele-graph order from the mayor of the city and county and state officials at Riverside ordering him to have Messrs. Evans and Vandergrift sent home un-der the escort of a heavy guard. the principal in the case was not made a party defendant in the judgment against the survives and that there was never any personal judgment rendered against her by said court. A writ o certiorari was issued by Judge Ritchle A writ of

Telephone companies of this city and Los Angeles met Welnesday afternoon, Los Angeles met Weahesay alternoon, in Col. Harris' offices in the Independ-ent's building in this city, and the Cal-ifornia people agreed to extend their line to Las Vegas, Nev., on condition that the Utah company will build to that point from Salt Lake. The matter is now under consideration. An injunction sult was filed in the district court today by Jeremlal Beattle against H. J. Bywater and J. L by Jeremlah s now under consideration.

Groo, doing business as Bywater & Groo, to restrain defendants from at Local real estate men are taking um-brage at some of the what they call, "stiff prices" that are being asked by holders of property here. In one case noted this morning some State street property has gone up \$200 a front foot to 20 days. Groo, to restrain defendants from at-tempting to collect a judgment for costs rendered against plaintiff in their favor on May 20, 1905. The complaint alleges that defendants were parties to the action as garnishee and that the defendant in the case in the lower court was Samuel C. Balley against whom plaintiff secured judgment.

Dr. Houghton, the Los Angeles city councilman, hit a gambling house on Commercial street an awful crack last night winning \$930 at a sitting. Later he returned and left \$500 with the The garnishes appealed the case to the district court where judgment of dismissal was rendered in their favor together with costs amounting to \$46.50. It is claimed by plaintiff that said judgment is wholly void because the court had no jurisdiction in the dealer

Dr. J. H. Trout, coroner of Los Ange-les, called Thursday afternoon on the local officers of the Pennsylvania Uniase at all for the reason that Samuel '. Bailey, the real defendant in the lower court, was not made a party to the appeal and for the further reason versity Alumni local association and versity Alumni local association and invited that body to attend the Pennsy reunion in Los Angeles on July 25. Among the features of the gathering will be a banquet at the Jonathan elub at \$7 a plate. The University of Penn-sylvania has delegated Vice Provost Edgar F. Smith to be present on the necession. that the undertaking on appeal was not signed by two sureties as required by law. It is therefore asked that de-fendants be enjoined from collecting said judgment for costs and that the

## MARK'S IDEA.

of hairpins."

The Oregon Short Line Railroad com pany filed suit in the district court to-day against Stanley B. Milner to comdemn for railroad purposes several lots in Fountain Place subdivision on Niuth Niuth South between Fourth and Fifth West streets.

#### Four Years for Burglary

Condemnation Suit.

same he set aside

Frank Kelly Hayden appeared before Judge Ritchie in the district court this afternoon and withdrew his former plea of not guilty to the charge of burglary and entered one of guilty. He waived time and was sentenced by the court to four years in the state prison. Hayden burglarized a store at 154 south West Temple street, on the night of May 4, and stole some oriental fues. and stole some oriental rugs.

#### Held for Robbery.

John Buckley was bound over to the district court today by Justice Holm of Murray on the charge of robbery and his bail was fixed at \$500, in default of

WEATHER CONDITIONS. Precipitation occurred over portions of the Rocky mountain slope and eastward to the Atlantic. It was raining this morn-ing at Lander, North Flatte, Huron, Lit-tle Rock, Detroit and Winnipes with heavy rains as follows: North Platte, 1.23 inch, Rapid City, L9; Asheville, 1.02; and Caigary, 1.34. At Caigary nearly five inches of precipitation occurred in 30 hours. Thunderstorms were quite general. R. J. HYATT, Local Forecaster, (Special to the "News.") Los Angeles, Cal., June 16 .- Two of the participants in tonight's amateur boxing contests are entered at their own request, being rivals for the hand of a fair daughter of the city. The police will be present and regard the event with suspicious eye, real scraps being prohibited by the ordinances.

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## JUNKET JOTS.

