DESERET EVENING NEWS.

Thursday, - - March 19, 1891.

Copy for advertisements which are expected to appear in the Evening News on the day when received should be handed in no later than 10 o'clock and have time to do so.

Rates of advertising furnished upon application.

Copy for advertisements must be in early.

FRAGMENTS.

SALT LAKE has at present quite a large number of visitors.

MRS. R. HAAS, traveling auditor of the Union Pacific Railroad, is registered at the Walker House.

ARCHER was among the best photographers known to have been commissioned.

DAVID HANCOCK has been appointed postmaster of the new postoffice established at Tooele, Utah County.

JOHN L. MAY has declared his candidacy for license inspector, to take effect on April 1.

FUNERAL services over the remains of Brigham H. Parker will be held in the Sixteenth Ward schoolhouse, Friday, March 20, at 2:30 p.m.

THERE are messages at the Western Union Telegraph Office for Mrs. Dorothy Mae, Mrs. Davis, Miss A. Campbell and W. N. Wise.

SOME little time was occupied in selecting a jury to try the case of James Young, for bold-stick, in the Third District Court this morning.

THE Utah Board of Pensions, composed of Drs. Merritt and Simpson, of Salt Lake, and Powers, of Ogden, met in session at Ogden yesterday. Numerous applicants for pensions were examined.

The Southwestern Political Club of this city will give a social party in Mozart Hall, on Friday evening, March 20th. A full quadrille and basse band will be in attendance.

JESSIE ANDERSON is not expected to return from San Francisco until the end of the present week or the beginning of next. Meanwhile the interests of the Tabard association will suffer.

GOVERNOR THOMAS has received by mail a copy of the proclamation by the acting Governor of Wyoming, calling upon the militia of that State to relinquish their stolen arms and ammunition to the claimants.

THE friends of Mrs. C. Louise Hayden cordially invited to be present at the next reception, to be held in the Thirteenth Ward Assembly Hall, Second South Street, on Saturday evening, March 21, at 8 o'clock.

THE contract of Holmes & Williams for the grading for Perry's Canyon schoolhouse has been approved, and the contract of Bullock & Wilcox for the construction of the schoolhouse, it is understood, will also be accepted. Work will be commenced without delay.

IN the absence of U. S. District Attorney Varian and his assistant, Mr. Critchlow, Mr. John M. Zane again today discharged the duties of prosecuting attorney in the Third District Court. He has bridled the cases in which he has been thus far engaged with considerable tact and ability.

A YOUNGSTER now old newsboy, whose name is withheld, but whose deeds of daring impudence and mischief have so frequently brought him under the notice of the police, was roundly slapped by a stranger yesterday for putting his hand in his hip pocket and threatening "to do up" a young lady.

The following gentlemen have been chosen by Governor Thomas as commissioners to meet President Harrison in Utah this city on the occasion of his visit to the West: Richard Mackintosh, H. G. Cummins, J. R. Dooly, Reed, N. Baskin, Arthur M. Stephens, Jos. R. Walker, Lewis S. Hills, T. R. Jones, H. C. Lett, W. S. McCornick, James H. Bacon, Jos. Sharp, Samuel A. Merritt, C. C. Goodwin, Thos. Marshall, Spencer Clawson, Fred. Simon, George A. Lowe, Henry W. Lawrence, John Clendening, E. G. Gillin, S. M. Stenit, J. J. Daly, James M. Rickards, William E. Smedley, Nelson A. Empey, William C. Hall, James T. Little and M. K. Parsons.

Sudden Death.

Sister Isabella Mansfield, of Mill Creek Ward, whose husband's death occurred on the 6th inst, had been ailing for the past two weeks, being afflicted with the prevailing "Dagripe," but during the past few days seemed better, and no fears were entertained by her friends of a fatal termination to the ailment, but yesterday about noon, just after she had been conversing pleasantly with some friends who had called upon her, she suddenly called to Mrs. Blake, who was in attendance, that she was dying, and expired while seated in a chair within a few moments. She was a most excellent woman and was greatly respected by all who knew her. The funeral service will be held in the Mill Creek Ward house tomorrow, at 11 a.m.

Suit for Divorce.

In the Third District Court Maggie E. Shaw has brought suit against John W. Shaw for a decree of divorce. Plaintiff alleges that she was married to the defendant at Spokane Falls in 1889, that they lived together as husband and wife until January 19, 1891, when she left him; that the defendant has failed to provide for her; that she has always conducted herself towards defendant as a dutiful and affectionate wife, while the defendant has treated her in a cruel manner, so that she left him on January 19; that the defendant is a building contractor and earns $50 a month; he has property in Salt Lake City and Los Angeles. Plaintiff asks for a decree of divorce and for $50 per month permanent alimony.

Allen Will Appear.

Judge Zane has set the trial of W. J. Allen, who is indicted for bold-stick stealing at the last city School election, for Thursday, the 26th inst. When the case was called on for hearing a number of ex-ago the defendant was not ready to plead to the charge, owing to the absence of their names in court. Accordingly the recognizances were ordered to be forfeited; but upon the application of counsel, Judge Zane rescinded in about the order in the case of Allen, upon his entering a failure day and a satisfactory explanation of his previous non-appearance being forthcoming. It has since transpired that the defendant, at the time he should have materialized in the United Justice's Court, was somewhere somewhere in Montana, and could therefore not possibly reach this city. This fact having been stated to the Judge, he has fixed the trial for the date above named.

WASHINGTON SQUARE.

The Forms of Agreement and Deed Between the City and County,

PROVIDING FOR THE ERECTION

Of a Joint Public Building, as Adopted by the County Court Yesterday.

Below are the forms of agreement and deed between the City and County of Salt Lake, providing for the erection of a joint public building on Washington Square, as submitted to the City Council on Tuesday night and adopted with slight amendments by the County Court yesterday:

This agreement, made the———day of———, A. D. 1891, between Salt Lake City and Salt Lake County, witnesseth:

That, whereas, said city and county have heretofore entered into a contract to erect by their joint means a city and county public building upon a certain piece of land formerly owned by said city, situate at the southeast corner of First South and First East streets, in Salt Lake City, the same being part and parcel of said city and county, and said city has conveyed to said county an undivided one-half interest in said personal building thereon; and

Whereas, the City Council of said city, and the County Court of said county, are now of the opinion that a building of larger and better proportions than said first contract of said, to be built thirty-eight in plat A, Salt Lake City survey, now owned by said city, will be a more desirable site for said building, and that it will be more advantageous to the interests of said city and county to erect said building there than upon said first-mentioned site;

Now, therefore, the said city and county hereby covenant and agree, each with the other, that they shall and will erect upon said Block Thirty-eight, Plat A, of the Salt Lake City survey, a joint public building for their joint and common use, for the public offices of the officers of the said city and county, and for all such uses and purposes as are necessary or proper in the conduct or transaction of the public business of said city and county respectively, and for all such purposes for which said building may now or hereafter lawfully be used.

That the said city and county shall each pay one-half of the cost of said building, and the cost shall not be less than $300,000 nor more than $400,000, unless said city and county shall hereafter mutually agree to a different sum; and within the limit of cost herein specified the actual cost shall be the amount of the lowest bidder received, as hereinafter provided, for the construction of said building, from responsible bidder, or in case different parts of said construction shall be separately contracted for, the aggregate of the lowest bids thereof from responsible bidders.

To carry into execution this contract in detail, said city and county shall appoint as their joint agent a joint committee, to consist of three members of the City Council of said city, to be chosen by said Council, and two members of the County Court of said county, to be chosen by said County Court, but in said committee, said city and county shall vote as such, and shall each have one vote, to be cast by a majority of its representatives, said joint committee shall forthwith upon its appointment proceed with all reasonable speed to contract for and obtain, on behalf of said city and county, from a competent architect or architects, all necessary and proper plans and specifications for said building, including, to include and exhibit the plans and specifications for every part and detail of the same, including all finishing and fixtures, but such plans and specifications shall be adopted only after their submission and approval by the City Council of said city and the County Court of said county respectively. And they shall be asked upon and approved or rejected by said council and court within thirty days after their submission by said joint committee; and in case of rejection, new or amended plans shall in like manner be obtained by said committee and submitted and acted upon within a like period.

Upon the adoption of the plans and specifications, bids for the erection of said building in accordance therewith shall forthwith be advertised for, for the time and in the manner required by any law in the premises, and the order of said council and court, and the contract shall be awarded to the lowest responsible bidder, and the work of construction commenced as soon as reasonably possible after the award of said contract; and said city and said contract or contracts shall stipulate that said building shall be completed in every particular within two years after the execution thereof. All said work shall be done under the supervision of a competent architect, to be employed by said joint committee, subject to confirmation by said council and court, and all said work shall be subject to approval or rejection by said joint committee.

Said city and county shall each be liable forthwith for one-half the amount certified in writing to the recorder of said city and the county clerk of said county, respectively, to be due for the construction of said building from time to time by the supervising architect and countersigned by the mayor of said city, or acting mayor, and the chairman, or acting chairman of said county court; and said city and county hereby bind themselves, each to the other, to pay forthwith (by each its one-half of all such amounts when and from time to time they are so certified.

And whereas, said city is greatly in need of larger and better offices and apartments than it now occupies, and the erection of a building jointly with said county will greatly facilitate the obtaining of the same in a manner financially most convenient and generally most desirable for the city, now, therefore, the said city, in consideration of the premises and of the agreements herein made by said county, hereby covenants with said county that upon the adoption of the plans and specifications for said building, as hereinbefore provided, the said city shall and will forthwith duly execute and deliver to said county a deed of an undivided one-half interest in the ground upon which said Block Thirty-eight, which shall be a copy of the deed hereinafter annexed and marked "Exhibit A," and the said "Exhibit A" is hereby incorporated into and made part of this contract.

And in further consideration of said covenants and county hereby agrees that upon the adoption of the plans and specifications as aforesaid, it will forthwith proceed to advertise and sell, in the manner provided by law, its undivided one-half interest in the said foundation intended building site on the southeast corner of First South and First East streets, and will forthwith upon receipt of the proceeds of said sale pay to said city an amount equal to said proceeds, provided, that the time within which such advertisement, sale and payment shall be made may be extended by consent of said city.

And subject to the hereinafter mentioned conditions, the parties hereto hereby release each the other from all liability under the contract, heretofore existing between them for the erection of a joint building on the aforesaid site, at the corner of First South and First East streets, in Salt Lake City, said subject as aforesaid, said contract is hereby abrogated and declared to be of no further effect.

And in case legal proceedings shall be commenced to restrain either or both of the parties hereto from carrying this agreement into effect, then the necessarily depending until the termination of said legal proceedings shall not end the running of any time or period fixed by this agreement for the doing of any act by either or both of the parties hereto, provided, that said city and county shall use all reasonable diligence in and in aid of trying any such legal proceedings to a termination as speedily as possible.

And in case, upon the termination of any such legal proceedings, it shall be the parties hereto shall be restrained by a court of competent jurisdiction from carrying the contract into effect, then neither party shall have or claim any damages from the other for a breach hereof, but thereupon each party shall be released from all liability under said contract, and the contract hereinbefore existing between said city and county for the erection of a joint city and county building upon the hereinbefore mentioned site, at the corner of First South and First East streets, shall be of force revived and be and remain in as full force and effect as though the present contract had never been made.

EXHIBIT A.

This indenture, made this———day of———, A. D. 1891, between Salt Lake City, party of the first part, and Salt Lake County, party of the second part, witnesseth:

That, whereas, the said Salt Lake City is the owner of the following lot of land, the whole of lot 38, as numbered and platted in plat A, Salt Lake City survey, Salt Lake City and County, Utah; and whereas, said city is about to erect upon said lot a new public building for the accommodation of its officers and the more convenient transaction of its public business, and whereas, it is agreed between the parties hereto that the said joint building, to be erected upon said lot, shall be used for the joint use of said city and county for the respective public purposes, which shall be in the joint property of said city and county, each to own the real of said building, and shall be used by each of the parties hereto, as provided in a certain contract between said parties, executed as and before the recording and delivery of these presents, and whereas, it is the opinion of the City Council of said city, the said erection of said building jointly with said county will effect the purpose of obtaining for said city said necessary enlarged accommodations for the transaction of its public business in a manner financially most convenient and generally most desirable and advantageous for said city.

Now, therefore, in consideration of the premises, and of the contract made by said parties hereto with each other in the erection of said building and to pay one half of the price thereof, and to further pay to said city the amount equal to one-half of the cost of said building, on behalf of said city and county, from a competent architect or architects, all necessary and proper plans and specifications for said building, to include and exhibit the plans and specifications for every part and detail of the same, including all finishing and fixtures, but such plans and specifications shall be adopted only after their submission and approval by the City Council of said city and the County Court of said county respectively. And they shall be asked upon and approved or rejected by said council and court within thirty days after their submission by said joint committee; and in case of rejection, new or amended plans shall in like manner be obtained by said committee and submitted and acted upon within a like period.

Upon the adoption of the plans and specifications, bids for the erection of said building in accordance therewith shall forthwith be advertised for, for the time and in the manner required by any law in the premises, and the order of said council and court, and the contract shall be awarded to the lowest responsible bidder, and the work of construction commenced as soon as reasonably possible after the award of said contract; and said city and said contract or contracts shall stipulate that said building shall be completed in every particular within two years after the execution thereof. All said work shall be done under the supervision of a competent architect, to be employed by said joint committee, subject to confirmation by said council and court, and all said work shall be subject to approval or rejection by said joint committee.

Said city and county shall each be liable forthwith for one-half the amount certified in writing to the recorder of said city and the county clerk of said county, respectively, to be due for the construction of said building from time to time by the supervising architect and countersigned by the mayor of said city, or acting mayor, and the chairman, or acting chairman of said county court; and said city and county hereby bind themselves, each to the other, to pay forthwith (by each its one-half of all such amounts when and from time to time they are so certified.

And whereas, said city is greatly in need of larger and better offices and apartments than it now occupies, and the erection of a building jointly with said county will greatly facilitate the obtaining of the same in a manner financially most convenient and generally most desirable for the city, now, therefore, the said city, in consideration of the premises and of the agreements herein made by said county, hereby covenants with said county that upon the adoption of the plans and specifications for said building, as hereinbefore provided, the said city shall and will forthwith duly execute and deliver to said county a deed of an undivided one-half interest in the ground upon which said Block Thirty-eight, which shall be a copy of the deed hereinafter annexed and marked "Exhibit A," and the said "Exhibit A" is hereby incorporated into and made part of this contract.

And in further consideration of said covenants and county hereby agrees that upon the adoption of the plans and specifications as aforesaid, it will forthwith proceed to advertise and sell, in the manner provided by law, its undivided one-half interest in the said foundation intended building site on the southeast corner of First South and First East streets, and will forthwith upon receipt of the proceeds of said sale pay to said city an amount equal to said proceeds, provided, that the time within which such advertisement, sale and payment shall be made may be extended by consent of said city.

And subject to the hereinafter mentioned conditions, the parties hereto hereby release each the other from all liability under the contract, heretofore existing between them for the erection of a joint building on the aforesaid site, at the corner of First South and First East streets, in Salt Lake City, said subject as aforesaid, said contract is hereby abrogated and declared to be of no further effect.

And in case legal proceedings shall be commenced to restrain either or both of the parties hereto from carrying this agreement into effect, then the necessarily depending until the termination of said legal proceedings shall not end the running of any time or period fixed by this agreement for the doing of any act by either or both of the parties hereto, provided, that said city and county shall use all reasonable diligence in and in aid of trying any such legal proceedings to a termination as speedily as possible.

And in case, upon the termination of any such legal proceedings, it shall be the parties hereto shall be restrained by a court of competent jurisdiction from carrying the contract into effect, then neither party shall have or claim any damages from the other for a breach hereof, but thereupon each party shall be released from all liability under said contract, and the contract heretofore existing between said city and county for the erection of a joint city and county building upon the hereinbefore mentioned site, at the corner of First South and First East streets, shall be of force revived and be and remain in as full force and effect as though the present contract had never been made.

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THIRD DISTRICT COURT.

A Jury Fails to Agree Upon a Verdict.—Trial of Young, the Footpad.

Shortly after Judge Zane took his seat on the bench in the Third District Court this morning, the jury before whom the case of John Conners, charged with highway robbery, was tried yesterday afternoon, came into court and informed his Honor that they could not agree upon a verdict. The jurors had been under lock and key all night, in the keeping of one of the court bailiffs, and had devoted most of the time to discussing the case; but no result could be reached.

Judge Zane, after ascertaining that there was no possible chance of the jury agreeing, discharged them, and the trial will therefore have to be gone over again.

It is understood that eight of the jurors were in favor of a conviction, while four stood out firmly for an acquittal.

HIGHWAY ROBBERY WITH VIOLENCE.

The notorious thief, James Young, was placed upon his trial, and the Judge appointed Mr. Kinney to defend him. The accused stands indicted on three separate charges of highway robbery with violence, his victims being Charles Downey, Charles A. Walker and Frederick Stafford.

The case in which Charles Walker, whom the defendant is alleged to have relieved of a gold watch valued at $100, and a pocket-book at $35, and $5 in cash—is the prosecutor was first taken.

Mr. Walker's testimony was to the effect that on the night of December 20th, 1890, while walking along Richards Street, just west of Eagle Gate, about 10:30, two men, one of whom was the defendant, came towards him. The latter ordered him to "throw up" what he had in his hands, which he did. They then stole from him his watch, coats and money, and made off.

To Mr. Kinney—It was the man that got away who rifled his pockets, but the two were standing "seven with one" while the robbery was going on. Both swore at him a good deal after telling him to throw up his hands, and a revolver was thrust in his face. This was his first "experience" with footpads. While Young was flourishing the revolver before him, a handkerchief which he had tied around the lower part of his face, to conceal his identity, slipped down a little, and he saw his features distinctly.

Charles Downey next took the stand. On the night in question he was passing along Richards Street on his way from the Eleventh Ward to the Deseret News office, and when opposite the President's office he was hailed by two men, who came up to him and fired at the defendant Young. After disposing of Downey they went on and turned their attention to Mr. Walker, who was then passing some forty feet away. Less than a minute had elapsed between the attack upon Downey and that upon Walker.

Mr. Downey detailed the incidents in connection with the occurrence up to the time of Young's capture, as set forth in an interview published in the News on the day following the holdup. (Case proceeding.)

Subsequent to the proceedings in this court published in yesterday's News, the following cases came up before Judge Zane:

John Jones, who had previously pleaded guilty to a charge of unlawful cohabitation, was sentenced to fine. The indictment alleges that the offence was committed between January 1, 1887, and October 1, 1888. Defendant stated to the court that he had lived before the passage of the act, and that it was his to submit the cases of the Church to practice it now. He intended to obey the law in future, in view of the penalties. The fine assessed in this case, Judge Zane imposed, was fine of $100 and costs, amounting in all to $184.35.

The trial of John Conners for robbing Mons Rost on December 19 last, which was suddenly stopped on Tuesday by the illness of the jurors, was resumed. It was shown that a short time before the alleged robbery, the defendant deposited $500 with the Bank of Salt Lake, which he drew out a short time after the affair. Several witnesses who knew the defendant in Park City and elsewhere, testified to his honesty and good character. The defendant himself testified that he was in the vicinity saloon on the night when Rost was assaulted, but left early in the evening. He did not know "Liverpool Bob," and was not at the Rio Grande Western dividing money with him on the night of the robbery. The case was argued by Mr. Zane for the prosecution and by Mr. Hamilton for the defense and then went to the jury.

W. J. Allen, who stands charged with bulldozing stuffing at the last city school election, will appear for trial on the 26th instant. It will be remembered that when the case was called about a month ago, the defendant failed to appear, his recognizance was forfeited, but it afterwards transpired that at the time Allen was somewhere in Montana.

Mattie Miller, charged with grand larceny, and Milton Stowers and Frank Morris, charged with having robbed John Welsh on the 20th instant of a gold watch valued at $45, will come up on the 27th instant.

Probate Court.

The following orders have been made in the Probate Court by Judge Bartch, yesterday:

Estate of Mary Yates; claim of S. P. Tomlin in the sum of $352.12 allowed.

Estate of William A. Wiseman; Friday, April 10, to hear petition for final account and distribution.

Estate of Fred H. Farmer; order made confirming sale.

Estate of George Dunford; order appointing Eliza Shaw Dunford special administratrix on filing a bond in the sum of $25,000 and taking the oath prescribed by law.

Estate of Thomas Richardson; March 28, 1891, at 10 a.m., to hear petition for letters of administration.

Estate of Almeda Farr; Monday, March 30, at 10 a.m. to hear petition for letters of administration.

Estate of Matthew Mansfield; order fixing Monday, March 30, at 10 a.m. as time to hear petition for letters of administration.

Estate of Fred H. Farmer, deceased; order confirming sale of personal property.

Estate of Jacob Bilk; order appointing time for hearing of petition.

Estate of Daniel O. Calder; order appointing time to hear settlement of account.

Estate and guardianship of B. F. Gillett; order appointing Gillett, minor, heir of guardian appointed.

Estate of Rasmus Nielsen; order appointing time for hearing of petition for letters of administration.

Police Court.

A colored man named Thomas Francis was arraigned before Judge Lazey today on the charge of assaulting Thomas C. Stratford, also colored with a butcher knife, on Commercial Street last night.

It is alleged that the defendant caught Stratford in a compromising position with his wife and therefore the assault. Francis gave bonds in the sum of $500 to appear for trial tomorrow, when the case will be thoroughly investigated.

Samuel McLaughlin was tried on the charge of petit larceny. The evidence was insufficient to convict and the defendant was discharged.

Fish Bird who has spent the greater portion of his time in the city jail of late, for drunkenness, was before the court on the old charge. He pleed guilty and was sentenced to fifty days imprisonment in the City Jail.

Wm. Loyd was fined $10 for a similar offence.

Robert Nelson was fined $10 for fast and reckless driving.

Father Matthew Mansfield.

Father Matthew Mansfield, whose death occurred in Mill Creek Ward March 6th, 1891, was born at Rathwood Common, Bromly Parish, England, October 25th, 1816. He was the son of John and Sarah Pinket Mansfield. He was baptized in 1851 and became a member of the Church of Jesus Christ of Latter-Day Saints. Having removed to London, he went through the persecutions there and subsequently removed to Nauvoo, where he again shared the sufferings of the Saints. He arrived in Salt Lake City in 1847. In 1861 he went on the southern mission to St. George, where he lived twenty four years and then returned to his home in Mill Creek Ward, where he ended his days. The cause of his death was la grippe and disease of the kidneys.

Amusements.

"Sandie" was presented last night at the Salt Lake Theatre, by the Boucicaults, to a good house. The sports though one of a trifling nature is a popular, breezy one. Marie Stone, as Sandie, realized all that was expected from the character. She was well received. The plaudits accorded her were vigorous and enthusiastic. Mr. Dewey as the Duke of Dunstan and Miss Davis as the Marchioness sustained their usual ability. Half Boner was excellent. On the whole the rendering of the piece by the Boucicaults is fortunate standard, and the audience so benefited by its hilarious screwballing moments. "Pizarro" will be given tonight. Tuesday the Boucicaults, season ends.

On Friday and Saturday evenings and at the Saturday matinee "Rip Van A Texas Steer" will be given at the Salt Lake Theatre. A New York paper says of it: "Rip, Hoyt's 'A Texas Steer' had its first performance in New York last night at the Hoyt's Opera House, and was greeted with roars of laughter and applause by an audience which filled the theatre to overflowing."

It is a good piece of literary and stage work. This satirical comedy has aroused the attention of the people throughout the country, owing probably to its political prominent Washington life. The characters are types of living realities, not grotesquely exaggerated. The author has aimed primarily to amuse, and secondarily to direct public attention to the more serious view of our National Legislature. Texas was selected without any regard to sectional feeling. The fact there was nothing that party spirit could construe as offence.

"Wonderland" as usual continues to be a favorite resort for ladies and children. The programme there is varied and entertaining. The strictest order and regularity are maintained.

COUNTY COURT MATTERS.

The Court Adopts the Agreement for the Removal of the Joint Public Building.

At an adjourned session of the County Court held yesterday afternoon and evening all of the members were present, with Judge Barich in the chair.

The most important matter before the court was the consideration of the proposed adoption of the agreement presented at the City Council on Tuesday night whereby the city agrees to deed to the county an undivided interest in Washington Square. The document was read by County Attorney Murphy and adopted subject to a few changes of minor importance.

THE LICENSE QUESTION.

The subject of a further and more thorough regulation of the liquor traffic was discussed at length.

Under the law, it is said the county has the right to insist that a new application for liquor license must be accompanied by a petition from the residents of the neighborhood in which it is proposed to establish the saloon.

Judge Barich was of the opinion that the law is entirely too severe in this respect.

Selectman Howe said that he does not believe in too kind of positions that does not prohibit.

The matter was finally referred to the County Attorney with instructions to report at the next meeting of the court.

SECOND WARD STREET SIGNS REMOVED.

In the matter of the petition of the residents and property owners of south Second West Street, to extend the Sixth Drive, to have such thoroughfare put in a passable condition, Clerk Allen was instructed to inform the petitioners by letter that a new sign post would be graded, graveled and otherwise improved just as soon as the road becomes sufficiently dry to work to advantage.

APPROVED.

The Bigelow bonds of Harry Harper and John Harper, of Sandy, were approved.

FILED.

The petition of W. S. McCornick and others asking for a new Justice City and County building on the Eighth Ward Square, was received and filed.

A LEGAL QUESTION.

The county officers are silted the question whether the owners of any property which has been sold for taxes, together with that of other parties, may navigate the same by tendering the paying his pro rata of the taxes and costs due thereon. Referred to the county attorney.

MISCELLANEOUS.

W. W. Gee asked that a docket be purchased for his court.

The annual petitions granted as relief in Mrs. Bernhisel in support of an infectious disease exists, as the same was not necessary.

The sum of $2,000 was appropriated for the use of Mrs. Ella Cunningham.

The clerk was instructed to have one hundred of the circular letters to road superintendents made.

The committee on Emigration Road reported that no money should be expended on that road at present.

Adjourned until 11 o'clock a.m. March 20th.

ARRESTED FOR ROBBERY.

William Hyde, Alias Perkins, Arraigned on That Charge.

William Hyde, alias Perkins, one of the trio of young highwaymen who held up a Rapid Transit street car near Forest Dale on the night of February 18 of this year, but who, for reasons known only to himself and the police, did not appear at the preliminary examination of his accomplices, Archer and Stafford, was being tried before Commissioner Greenman this afternoon on the charge of highway robbery, in which he was joined with his companions. The readers of the News will remember that indictments were found against Archer and Stafford on the charge, and they were confined in the county jail. They frankly confessed their wrong-doing to Sheriff Burt, but stated the robbery had been deliberately planned by Hyde, and executed under his direction, but that he turned traitor by giving information to the police, for which it is believed he was allowed to depart. Since that time Hyde has roamed about the country considerably, but was arrested by Sheriff Burt while on the road to Deep Creek and brought to this city for the purpose mentioned.

DEATHS.

KELLY.—In Alderson Park, Utah County, Friday, March 6th, 1891, of old age and general debility, Alice, wife of John F. Kelly. She was the daughter of Thomas Long and Ann Tynan; was born in the city of Hereford, England, September 2nd, 1816, and was married to John F. Kelly in Dublin, Ireland. She was the mother of eight children, two sons and six daughters; three of the latter and the two sons survive her. She embraced the faith of the Latter-day Saints in the spring of 1855, being baptized by Elder Isiworth. Emigrated with her husband and all of her family except one to Utah in the summer of 1857, arriving in Salt Lake City on the 23rd of September. She assisted the entire distance from the Missouri River to Salt Lake Valley, travelling in an independent company with mules and oxen. The family located at American Fork, where said death she lived the life of a true saint of God, a devoted wife, a true mother, ever ready to lend a helping hand to her family and faithful to her covenants made with the Lord.

Her funeral on Thursday, the 12th inst., was held in the American Fork meeting house and was very numerously attended.

MANSFIELD.—In Mill Creek Ward, March 19, 1891, after one weeks illness from a severe bowel complaint, Isabella Mansfield, widow of the late Matthew Mansfield, born in Scotland in 1821; came to Utah 1861, and lived in Mill Creek Ward ever since the pioneer. Blessed Mother May God comfort her evermore. Her funeral will be held in Mill Creek Ward house tomorrow (Friday) at 11 a.m.

COLLINS.—At Morgan, February 27, of pneumonia, Mrs. Mary A. Collins, at the residence of her son-in-law, G. E. Thomas, at the age of 71 years and 19 days; after an illness of three weeks. Deceased was born in Wyandotte, Kansas. She was a resident of Salt Lake City for eleven years. The news so sadly dared now and sadly grandchildren.

Highest of all in Leavening Power.—U. S. Gov't Report, Aug 17, 1889.

Royal Baking Powder

ABSOLUTELY PURE

Notice to Brewers Glass

That the Semi-Annual Stockholders' Meeting of the Manufacturers Mercantile Union will be held in the Law Office of the Fourteenth Ward meeting house, on Monday, the 30th inst., at 7:30 p.m. M. S. LINDSAY, Secretary.

DINWOODEY

is now prepared to wait upon customers in his New Store; he has a magnificent line of Furniture, Carpets and Wall Paper. Call and see him.

All parties indebted to us will please note that we are temporarily located with Spencer Clawson & Co., Broadway. Prompt settlements are requested.

LOUIS FURNITURE CO.

BED COMFORTS AT A SACRIFICE AT DINWOODEY'S

Hockton's Anodyne Salve.

The Best Salve in the world for Cuts, Bruises, Sores, Ulcers, Salt Rheum, Fever Sores, Tetter, Chapped Hands, Chilblains, Corns, and all Skin Eruptions, and positively cures Piles, or no pay required. It is guaranteed to give perfect satisfaction, or money refunded. Price 25 cents per box. For sale by A. C. Smith & Co.

GENTS SUITS MADE TO ORDER

Spring Styles Just in from

PROVO MILLS.

JOHN C. CUTLER & BRO.,

No. 36 Main St.

DINWOODEY'S WALL PAPER, SUPERB LINE. LATEST DESIGNS, LOWEST PRICES.

Cheapest place to buy Tin Stove and Range, Tin and Iron Roofing, Guttering, etc.

THE SPENCER BYWATER CO.,

17 and 19 West Second South Temple St.

S. R. MARKS & CO.,

Carpets and Lace Curtains, new styles, lowest prices.

Go to SPENCER, BYWATER & Co's 17 and 19 West South Temple Street, for Tin Roofing, Guttering, Spouting Stoves and Tinware, etc.

All cash subscriptions for the Milennial Star should be forwarded to JAMES JACK at the President's Office, Salt Lake City. dlw

Buy your drugs of "The boys." Johnson, Pratt & Co. 48 Main st.

Grand Millinery Reception.

In response to the many inquiries of the ladies of this city, since Miss Lamb's return from the east, she announces her Millinery Reception Tuesday March 24th. A cordial invitation is extended to all. Hours 2 to 5 and 7 to 9 p.m.—26 Main St.

Baby Carriages, half price at S. R. Marks'; 500 to choose from.

Gem Stoves and Ranges are the best. SPENCER BYWATER CO., 17 and 19 West South Temple St.

The Spring Medicine.

The popularity of Hood's Sarsaparilla has gained as a spring medicine is wonderful. It possesses in a time elements of health giving, blood-purifying and appetite-restoring which everybody needs to be tested at this season. Do not continue in a dull, tired, unsatisfactory condition when you may be so much benefited by Hood's Sarsaparilla. It purifies the blood and makes the weak strong.

FOR RENT OR LEASE.

A PIECE OF GROUND, SITUATED ON the corner of Second South and Eighth Streets, Eighteenth Ward. tf

FOR SALE.

A TWO PLACE IN BOUNTIFUL, SOLEVILLE and Bar Stations, registered, by bonds or cash, in Salt Lake City, Bountiful and Salt Lake Valley. Will sell on time to responsible parties. Call on or address Jacob Gerrish, Bountiful, Davis County, Utah. 40

LEGAL NOTICE.

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

In the matter of the Estate of Mary Pale, deceased.

Notice of time and place for hearing of petition for admission to probate of will.

PURSUANT TO AN ORDER OF SAID Court in said matter, notice is hereby given that Monday, the first day of April, A. D. 1891, at 10 o'clock a. m., at the Probate Court Room, Salt Lake City, Utah Territory, in the city and county of said court, has been appointed for the time and place for the hearing of a petition for admission to probate of a certain instrument purporting to be the last will and testament of said deceased, when and where all persons interested may appear and oppose the probate of said will, or the granting of letters of administration with the said will annexed, at which time and place the said will and codicil, if any, will be offered for probate, and the said Mary Jane Thomas, executor, named in said petition.

As witness whereof, I have hereunto set my hand and affixed the seal of said Court, this 14 day of March, A. D. 1891.

(SEAL.) O. E. ALLEN, Clerk of the Probate Court.