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BIBLE ALMANAC 1882 10 Control Page Copy.

EVENING NEWS.

Utahs

AN ACT

IN RELATION TO NEGOTIABLE

Be it enacted by the Governor and Leg-islative Assembly of the Territory of

Article First .- General Definitions.

Sec. 18. When there is not room for a

Sec. 21 A special indorsement specifies

o an indorsee in good faith for a con-

in the tittle of the person from whom he

the purpose of filling in afterwards, is its ble upon the instrument to an indersec thereof in due course, in whatever man-

so long as it remains negotiable in form.

Article Fourth-Presentment for Paymont

Sec. 33. It is not necessary to make a demand of payment upon the pri cipal debtor in a negotiable instrument in order to charge to him, but if the instrument in by its terms payable at a specified place, and be is able and willing to pay it there at maturity, a ch ability and willingness are equivalent to an offer of payment upon this part

Sec. 1. That a negotiable instrument is

IN GENERAL .......

. . March 21, 1882 Stringing the Nerves.

I'm an engine driver on the Great West by North Rallway. We don't chare lightning over the prairies on our line, for we're slow and pretty sure. Gurs is a new line—a very sure. Ours is a new line—a very new one—running through miles of unsettled country, where it's no wonderful thing to make out in the far distance balf a dozen Injuns galloping along with their hair and blankets streaming out behind; and more than once I've wondered how it would be if one of those painted beauties was to collect his friends and pull up the line. 'Pon my word, it's about as sensational a feeling as can come over you.

I love children got half a score of them myself, but they always give me the cold shivers when I see them near a railway. For you see,

them near a railway. For you see, I suppose, for company's sake, being an out-of-the-way lonely spot, there was a chap beff, him-lf all gahanty close to the line, where he had made a bit of clearing, and perhaps he thought it would be a bit of com-

so bit of clearing, and perhaps he thought it would be a bit of company for his wife and little ones to be trains go by with people in besides being a little posses to be trains go by with people in besides being a little ones to be trains go by with people in besides being a little posses. The property of the would be a bit of protection from the wandering titles abods."

I got quite to know the e people, and nice, hardworking folks they were. Why before they find Leen there six months, that bit of wildernes, legan to look like a little garden of Eden; and two more people came and pitched in the next bits. I quite knew those first folks, though we never spoke, for I always went by them at 12 miles an hour; but the little ones used to stand at the sharty door and chaer, and as time went on 12 d wave my hat to be went of an accordance to first will associate they generally used to come out, when they heard an occapitally a little praise of the will be graden for live and many other confiscion of a many object of a segulation interment, which are the little ones used to stand at the sharty door and chaer, and as time went on 12 d wave my hat to be compactly at the time of the nominal date.

See, 9. There are all classes of negotiation interments with reasonable creatarily, and they generally used to come out when they heard mo coming up to down, and more than once mine has been many to be competited to the wife and husband too, so that they generally used to come out when they heard mo coming up to down, and more than once mine has been many to be competited to the wife and husband too, so that they generally used to come out when they heard mo coming up to down, and more mine has been many to be competited to the wife and husband too, so that they generally used to come out when they heard mo coming up to down, and more than once mine has been discovered to the wife and husband too, so that they generally used to come out when they have a competiting the more many to the competition of the section of the section there would be some one at the door or in the strawberry patch in front. We go: to be such friends at last that I used to buy candy and dough nuts and heave 'em into the garden

We were going comfortably along one afternoon till we got near the clearing where my friends, as I call-ed them, were located, I began to furridge about my pockets for a couple of papers of something I'd got, when my stoker says:

"Hollo! what's that on the line?"

"Cow," says I.
"Cow; no;" he says. "Why-why -it's 'hree childien!" 'Sound the—" I did not stop to finish, but opened the little valve myself, making the still afternoon air quiver with the hollow booming myself, making the still afternoon air quiver with the hollow booming oar it sent far and wide.

Sec. 16. One who writes his name upon a negotiable instrument, otherwise than a negotiable instrument, otherwise than still instrument, at the time of its dishonor, is a maker or acceptor, and delivers it, with his using thereon, to another person.

stoker, laughing to see the little dis-ant figures scamper away.

If thought it would," I says; and then with my hand ond the valve 1 muster the thing scream and roar awals, for there was one of the little. tant figures scamper away. then with my hand ond the vaive I meds the thing scream and roar again, for there was one of the little

In a moment I'd forgotten all signature upon the back of a negotiable instrument, a signature equivient to an incurious sort of feeling came over me, and that for a few moments took all the nerve from my limbs, so that I could not move; and then, instead of reversing the engine I began to which no indersce is named. creep f rward; while, as if from the same feeling my toker stood staring with all his might right at the poor little child. We were too near for it to have

the indorsee.

Sec. 22. A negotiable instrument having a general indorsement cannot be afterwards specially indorsed; but anylew-ful holder may turn a general indorsement into a special one, by writing above it a direction for payment to a particular person. done any good, even if we had both done our parts, and it was with a

we never going to pass over the spot, or would some miracu-

recourse," or equivalent words, "without recourse," or equivalent words; and upon such indorsement, he is responsible only to the same extent as in the case of transfer without indorsement.

Sec. 27. Except as otherwise prescribed by the last section, an indorsement withlous power stop the engine? I tried to shout, but only a curious, heare noise came from my threat; I want d to wave my h nds, out recourse has the same effect as any Sec. 28. An indorace of a negotiable in-strument has the same rights against every prior party thereto that he would have had if the contract had been made stinately toward the child.

Five yards four hir e. There was the little thing laughing in its

directly between them in the first instance. Sec. 29. The want of a consideration for the undertaking of a maker, acceptor or indorser of a negotiable instrument does not exponente him from liability thereon inno out glee, for it was expecting some little present from me, who was then calling myself its mur-

Two yards—one—at last—all over. There was a shock as we dashed down upon the little thing, who emed to stretch cut its little hands to mine, and leap, actually jump in-to my arms, and then, with i tightly grasped, we were still going on and on; I with my eyes shut, but feeling that I had the child tightly seld to my breast, and yet 1 of able

Sec. 30. An indorsee in due course is one who, in good faith, in the ordinary course of business, and for value, before its apparent maturity or presumptive dishonor, and without knowledge of its actual dishonor, sequires a negotiable instrument duly indorsed to him, or indorsed generally, or payable to the bearer. Sec 21. An indorsee of a negotiable instrument, in due course, acquires an absolute title thereto, so that it is valid in his hands, notwithstanding any provisions of law making it generally void or voidable, and notwithstanding any defect in the tittle of the person from whom he crawled back to my pace by the stoker; but I don't know, I can recellect doing it, only finding my self sitting down there, holding the frightened little child in my arms, and being stunged and helpless as a

child myself.

"What am I doing off" I said at last, for my stoker had spoken to me. "Why, I'm orying," I said; and so I was clying like some great girl "We dated not top to take the little thing back, but we sent it from the next station; and you'll believe my when I tell you that we were better friends afterward than ever, so that for long enough we used to he ke signals, I to the folks in the librage and they to me; but I shall never forget that little one getting out upon the line.—W. G.

BRIEF TELEGRAMS.

The Chicago Trib une's So Mason fund amounts to \$320.

The Chicago Trib une's Sargeant Mason fund amounts to \$320.

Allen H. Paimer the well known turf writer, under the hom de plume Varick, is dead.

There columns of French troops will short tity merch to suppress the issume tien in Southern Tunia.

At South Bethlehem, Pa., there have been 18 deaths from small-pox since Friday. The disease is abating. Many stores and calcons closed on Saturday. Public gatherings are avoided.

Postmaster General Howe, lefering to his intention to shorter the mail service between New York and San Francisco a day and a half, says he will make connections throughout the country wherever practicable.

A shed at the Reyal Albert Dock, Lendon, burn'd an Saturday. It is supposed the fire was the result of a Francisco to fire the death and plot to fire the death and fare the green of the presented at any home of the death, if the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor, if he can be sented to the principal debtor it in an be found there, 3rd, if in principal debtor it is an another which specifies a place of the payment with principal debtor it is an another in the principal debtor it is an another which specifies a place of the principal debtor it is an another which specifies a place of the principal debtor it is an another principal debtor in the principal debtor in the principal debtor has ne place of the principal debtor has

Landon, burned on Saturday. It is supposed the fire was the result of a Fanian plot to fire the deks and make a raid for the arms belonging to the dock volunteers. Damage

he next preceding business day man-hen such preceding day is also a holiday the latter event such materiment sha scount that on the next succeeding both

france has been demanded for the a cortain time after sight, which is not return of the child, on rain of accepted within ten days after its date, in addition to the time which would suf-M. E. Dickson, of Chicago, started for Washington to night with a petition for the pardon of Sergeant Mason. The patition is 2,400 feet long, and is said to contain 125,000 names. It is elaborately gotten up, and required two expert paper-hangers two hours to fold it up prop-

in addition to the time which would suffice, with ordinary diligence, to forward its for acceptance, is presumed to have been dishonered.

Sec. 87. The apparent maturity of a bill of exchange payable at sight or demand is last, if it bears interest, one year after it date; or, 2nd, if it does not bear interest; ten days after its date in addition to the time which would suffice, with ordinary

ten days after its date in addition to the time which would suffice, with ordinary diligence, to forward it for acceptance.

Bec. 38. The apparent maturity of a promissory note payable at sight or on demand is, let, if it bears interest, one year after its date; or, 2nd, if it does not bear interest, six months after its date. Sec. 30. When a promisery note is payable at a certain time after sight or de; mand, such time is to be added to the period mentioned in the preceding sec-CHAPTER FIRST - NEIOTIABLE INSTRUMENTS

Sec. 1. That a negotiable lestrement is a written promise or request for the paying the written promise or request for the paying the written thereon; or Srd, ment of a certain sum of money to order or bearer, in conformity to the provisions of this set.

Sec. 2. A negotiable instrument must be made payable in money only, and without any condition not cortain of sufficient and two sufficient suresties, to indemnify sgainst lawful claim thereon.

Article Fifth—Dishour of Negotiable Instrument is disment is made.

Sec. 3. The person to whose order a ments.

Sec. 41. A negotiable instrument is disment is made.

does not specify the time of payment is payable immediately.

Lee. 11. A negotiable instrument which does not specify a place of payment in the post office most conveniently accessible from the place where the present does not specify a place of payment in the place where the present in the payable at the residence or place of the tree was nade and paying the postage in the reon.

Lee. 11. A negotiable instrument which is payable at the residence or place of the payment in the place where the present in the reon.

Lee. 12. A negotiable instrument which is the post office most conveniently accessible from the place where the present in the place where the present in the place where the postage is the reon.

Lee. 13. A negotiable instrument which is the post office most conveniently accessible from the place where the present in the post office most conveniently accessible from the place where the postage is the reconstruction.

lness of the maker, or wherever he may be found.

Sec. 12. An instrument, otherwise nere gotable in form, payable to a person named, but with the words added, "dr to his order," or "to beares," or "to beares," or words equivalent therete, is in the former case payable to the bearer.

Sec. 13. A negotiable instrument, made payable to the collections person, if issued by "the maker," or a fact, as if payable to the bearer.

Sec. 14. A negotiable instrument, made payable to the order of a person obvious ly fictitions, is payable to the bearer.

Sec. 15. The signature of every drawer, acceptor and endorser of a negotiable instrument is presumed to have been made for a valuable consideration, before the maturity of the instrument, and in the constitution of the first business day thereafter.

Sec. 15. The signature of every drawer, acceptor and endorser of a negotiable instrument is presumed to have been made for a valuable consideration, before the maturity of the instrument, and in the constitution of the first business day thereafter.

Sec. 15. The signature of every drawer, acceptor and endorser of a negotiable instrument is presumed to have been made for a valuable consideration, before the maturity of the instrument, and in the constitution of the first business day thereafter.

Sec. 15. The signature of every drawer, acceptor and endorser of a negotiable instrument of the first mall which consideration, before the maturity of the instrument, and in the constitution of the first business day therefore the first mall which consideration in the constitution of the first business day therefore the first mall which consideration in the constitution of the first business day therefore the fi

maturity of the instrument, and in the ordinary course of business. succeeding the dishonor, and which leaves the place where the instrument was dis-

> in the same manner as to an endorser, and his principal may give notice to any other for each successive agent or sut-igent to give notice in like manner to his own principal.

notice fo prior parties as the original holder had after its dishonor, but this ad-Sec. 19. An indorsement may be general ticular party entitled thereto. Sec. 51. A notice of dishonor of a negothable instrument, if valid, in favor of the party giving it, luures to the benefit of all the like notice has not then been lost.

done our parts, and it was with a groan seeming to force itself out of my breast, that I told myself it was through my encouraging the poor children with presents that this was going to happen, for there, seeing no danger, was a little bright eyed, long-haired thing dancing about and waving its hands as we came swiftly on.

We helter of us spoke, but stood there, one on each side, leaning forward as helpless as the poor little child in front, till, with almost a yell, I lought clear of the lower that seemed to hold me, and, with the feeling on me that I was too late, the child in front of the cow-catcher.

Twenty yards—ten ya ds—were we never going to pass over the long of the going the same helpless as over the long of the pass over the late of the pass of the past of the pass of the pass of the past of the pass of the pass of the pass of the past of the pass of the pass of the past of the pass of the pass of the past of the past of the pass of the past of the pass of the past of the past of the pass of the past of the past of th

the maker has assigued all his estate to ment. to him is excused.

Sec. 55. Delay in presentment, or in giv-ing notice of dishouer, is excused when

delaying could not have avoided by the exercise of reasonable care and of ligence. ary is expressly slipulated; but a waiver notice does not waive presenting of. egotiable instrument other than a foreign

egotiable instrument is extinguished; st, in like manger with that of the parties

ment at or after its maturity, in good faith and in the ordinary course of teniness to any person having actual possession thereof and entitled by its terms of payment. DOMESTIC COLLEC CHAPTER SECOND-BILLS OF EXCHANGE.

Sec. 59. A bill of exchange is an instru-ment negotiable in form, by which one, who is called the drawer, requests another, called the drawer, to pay a specified sum of money. For 50. A bill of exchange may give the name of any jerson in addition to the drawer, to be resorted to in case of need.

Sec. 61. A bill of exchange may be drawn in any number of parts, each part stating the existence of the others, and all forming one set.

Sec. 3i. Prescuiment of a negotiable instrument for jayment, when necessary, must be made as ollows: As nearly as by reasonable di igence is practicable: lat, The instrument must be presented by the bolder, 2nd, The instrument must be presented to the principal debtor, if he can be found at the place where Article Second. - Days of Grace.

Sec. 68, Days of grace are not allowed Article Third .- Presentment for Asceptance

Sec. 73. The holder of a bill of choinings if entitled to an acceptance thereof, may treat the bill as dishonored if the drawes refuses to write across its face an unqualified acceptance.

Sec. 74. The holder of a bill of exchange may without prejudice to his rights against prior pastice, neceive and treat as a sufficient acceptance; let, an acceptance written upon may part of the bill, or upon a separate paper; ind, an acceptance qualified so far only as to make the bill payable at a particular place within the city or town in which, if acceptance was unqualified, it would be payable, or, ind, a refusal by the drawes coreturn abe bill to the holder after presentment, in which case the bill is payable immediately without regues to its terms. without regard to its terms.

Sec. 75. The acceptance of a till of exchange, by a separate instrument hieds the acceptor to one, who, upon the faith thereof, has the bill for value or other good

Sec. 40. A party to a negotiable instrument may require, as a condition concur
rent to its payment by him, 1st, That the
instrument be surrendered to him, unless
it is lost or destroyed, or the holder has
other claims upon it; or, 2ad, if the holder has a right to retain the instrument and
does retain it, then that a receipt for the
amount paid or an experation of the
party taying the written thereon; or, Srd,

tor, transferred his title to another person, who has given value for it upon the faith of such acceptance.

Sec. 78. The acceptance of a bill of eachange admits the signature of the drawer, but does not admit the signature of any indorser to be

Article Fifth.-Acceptance and Payment for

Sec. 84. If a bill of exchange is, by ha terms, payable at a particular place, and is not accepted on presentment, it must be presented at the same place for payment, and presentment for payment is necessary.

Sec. 85. A bill of exchange accepted payable at a particular place, must be presented at that place for payment when presentment for payment is necessary, and need not be presented els where.

Sec. 85.—It a bill of exchange, payable at sight or on demand, without interest, is duly presented for payment within ten days after the time in which it could with reasonable difference, be transmitted to the preper place for such presentment, the drawer and endorsers are experience, unless such presentment is excused.

ment is excused.

See. 87.—Mere delay. In presenting a bill of exchange, payable with interest, at sight or on demand, does not exoperate may Article Seventh-Excuse of Presentment and

Notice.

Sec. 58.—The procentment of a bilt of exchange for a ceptance, is excused if the drawed has not expand; to accept it.

Sec. 58.—Delay in the presentment of a bilt of exchange for acceptance is excused, when caused by circumstance over which the holder has no control.

Sec. 50.—Presentment of a bill of exchange for acceptance or payment, and notice of its dishonor, are excused as to the drawer, if he norbids the drawes to accept, or the acceptor to pay the bill, or if, at the time of drawing, he had no reason to believe that the drawes would accept or pay the same.

Article Eighth-For. ign Bills. Sec. 91.-An inland bill of ex others are foreign-sec. 92.—Notice of the dishonor of a foreign bill of exchange can be gioth only by notice

be obtained; and if not, then by any reputable person in the presence of two witnesses.

See 84. Protest must be made by an instrument in writing, giving a literal copy of the bill of exchange, with all that is written thereon, or annexing the original; staling the presentment and manner in which it was made; the presence or absence of the drawee or acceptor, as the case may be; the refusal to accept or to pay, or the insbility of the drawee to give a binding acceptance, and in case of refusal, the reason assigned, if any, and, finally, protesting against all the parties to be charged.

See, 95. A protest for non-acceptance must strument receiving notice of its dishonor has the like time thereafter to give similar

to be charged.

See. 95. A protest for non-acceptance must be made in the city or town in which the bill is presented for acceptance, and a protest for non-payment in the city or town in which it is presented for payment.

See. 95. A protest must be moted on the day of presentment, or on the next hunters and of presentment, or on the next business day but it may be written out at any time there

face waives protest, notice of dishonor may be given to any party therefo, in like manner as of an inland bill; except that if any indors-

or before his endorsement, protest must be made and notice thereof given to him and to all subsequent indersers.

Soc. 100. One who pays a foreign toll of exchange for honor must delare, before payment, in the presence of a party authorized to make protest, for whose honor he pays the same, in order to entil a him to reimburse-

in favor of holders for value only, upon bins of exchange drawn or negotiated within the Territory and protested for non-acceptance

Or non-payment.

See. 102. Danninges are allowed under the last scotion upon bills drawn upon any person; let, if drawn upon may person in this son; let, if drawn upon may be the landered see. Territory, one dollar upon each one hundred dollars of the principal sum specified in the bill; 2d, if drawn upon any person in any of the other States or Territories of the limbed States two and a half dollars upon each one hundred dollars of the principal sum specified in the bill; 3d, if drawn upon may person in any piace in a foreign country five dollars upon each hundred dollars of the principal upon each hundred dollars of the principal upon each hundred dollars of the principal

excessing is expressed in money of the Uniter states, damages are estimated upon such amount without regard to the rate of exchange.

Sec. 105. If the amount of a protested bill of exchange is expressed in foreign money, danages are estimated upon the value of a similar bill at the time of protest, in the place whose the bill was negative.

and where such bills are current CHAPTER TRIBEL-PROMISERY SOLES Sec. 166. A promissory note is an instru-nout, negotiable in form whereby the signer romises to pay a specified some of mone; . Soc. 197.—An instrument in the form of a

bill of exchange, but deaven spon and accepted by the drawer himself is to be deemed a promisory no.e.

Sec. 108.—A bill of exchange, if accepted with the consent of the owner by a private other than the drawes. Or man accepted for bour, becomes in effect the promisory no e of such person, and all prior partle thereto, are experiented. of such person, and all prior partie therete, are exonerated.

Bec. 192—If a promissory note payable on demand, or at sight, without interest, is not dury presented for payment within sormboths from its date, the endorsets thereof a c crowrated, unless such psecentment is excised, and chapter one and sections of an 1 & of this act shall apply to promised y notes, and if a promisery note payable on dessaid pearsight without interest, is not duty presented for payment within six mouths from its dive, the endorsets thereof are excurrented, unless such

CHAPTER FOURTE-CHECKS Sec. 111.—A check is subject to all the pro-risions of this act, contorning bills of ex-change, except that; lat, the drawers and in-donors are except that; lat, the drawers and in-donors are except that; lat, the drawers and in-donors are except that by delay in present-ment, only to the extent of the injury which they suffer thereby; and an indorser after its apparent, maturity has without actual notice of its disbosor, acquires a title equal to that of an indorser between period.

CHAPTER FIFTH BANK SOTES. Sec. 112—A bank note remains negotiable even after it has been said by the maker.

Sec. 11k—This set shall be published for six consecutive issues in the DESERTE NEWS, Daily edition, and in two consecutive issues of the Semi-Weekly edition, and shall take effect at twelve at night of the last of its publication in the daily.

Approved March 9, 1882.

UTAH, TERRITORY

Scoretary's Office. [46, 11]

I Arthur L. Thomas, Societary of the lerritory of Utah, do hereby certify that the bregging is a full true and correct copy of an Act, entitled, "An Act in relation to mero in the instruments," approved March 9, 1882, and of record in my office. Seal of the Tecritory, this Twentieth day of March, A. D. 1883.

ARTHUR L. THOMAS,

Socretary of Utah Territory.

Naw Spring Dolmans, Ulsters and Jacksts just received ong ad At P. AURIBACH & BRO. 131 68 P COSCEPT II. PERCE, S

Dr. J. F. Speck, who is conner states that he used the Oil family as a household remedy, a so

of universal panacea for and pains, and has always found to act most happily. His attent was called to it my the many test monlals in its favor, and he one dused it upon himself for sore that Two applications were sufficient effect a cure. He also used it on h little girl for sore throat with gral fying success. The same child he scarlet fever this winter which is the tendons of one leg much to tracted. The little prattler could walk without assistance and suff ed much inconvenience and pa Several applications of St. Jacob Oil restored her limb to it, norm condition and she has ot expense ed any trouble since. Dr. states that he has also seen to act charmingly to toothache,



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