wanted toward to take it all in, not after a page or two of furniture details had been said and done they finished with their another dropped back until all were with, making their seats feel so comfortable as the long reading is still permit. The paper endeavored to enter every piece of furniture sold in the county under the alleged bundle contract and gave the total estimated value as $20,982.50, and showed a shortage of $1,110 in ruling and another overcharge in advice.

Judge Powers cross-examined the witness, asking him questions as to the comparative value and qualities of furniture in the city and county portion of the building. Mr. Sweeney remarked that he was not whether or not he knew all pieces of the county furniture duplicated in the city's property, but many of the articles were practically the same. He had not made a comparison of the prices paid by the city, county or board of education for their furniture; some of the furniture was made from plans and specifications furnished the manufacturers, some was stock furniture and some of the seats chairs were patented by Andrews & Co; this was his third trip to Salt Lake City; his interest in making these estimates was not prompted by any feeling against Andrews & Co., but by the compensation which he received for his services; his trade in Chicago has prevented him to assist Mr. Williamson in his prosecution of these cases; saw Mr. Williamson in Chicago about six weeks before witness came to Salt Lake the first time; dined with him at the Union League club; saw Martin Hayden twice since a December; did not know until he came on these cases, at the request of Mr. Williamson, that the Martin Hayden mentioned in connection with these furniture deals was the same Hayden he knew as a decorator; this was his first appearance in a case of this kind.

W. E. Kimmerly, foreman of the furniture house of Downey & Co. of this city, was next called by the prosecution. He was able to estimate the value of furniture upon examination; had examined the estimates of Mr. Sweeney and had himself made an inventory of the movable furniture, excluding judges' benches, jury boxes, railings, etc., and including only chairs, tables, desks, etc., generally known as movable furniture. The total amount of his estimate for this movable furniture was $11,700.95.

The witness was cross-examined by Judge Powers as to the scope of his experience and dealings in the furniture business, which was practically confined to Salt Lake and the firm of Dinwoodey & Co.

Mr. W. N. Williams, of the Co-operative Furniture company of this city, was next called for the prosecution. This witness had also made an estimate of the movable furniture and placed a total estimate value of $14,795.05.

The cross-examination by Judge Powers was devoted principally to the facetious attempt to get the opinion of the witness as to the duration of a "piece" at the estimates made by Mr. Sweeney on the furniture and which witness had seen on a desk in the selectman's office.

H. J. Harward, carpenter and joiner, was called by the prosecution for examination as the value of the necessary furniture in the county portion of the building, which he had estimated at a total sum of $11,988.95.

Cross-examined by Mr. Power, the witness said he had furnished some of the wainscoting in the building at 30 cents per square foot; had done his business with the building committee for the putting in of the wainscoting.

H. G. Foulger, a contractor and builder of this city, was the next witness for the prosecution. He had made an estimate of the value of the county's stationary furniture and estimated the value of $11,980.95.

Judge Powers was inclined to have a little fun with this witness also on cross-examination, but elicited no information that would apparently strengthen Martin's case.

Enos Morris Esq., builder, contractor and marble worker of this city, was called for the prosecution. He had examined the marble base and [illegible] the county's portion of the building and had estimated the total value at $3,871.67. Judge Powers was satisfied without cross-examination.

HAYKEN AT THE KNUTSFORD.

Fisher Harris, clerk of the Knutsford hotel, was called for the prosecution. Witness had examined the register at the hotel for December, 1895; was able to say, independent of the register, that Martin Hayken was a guest of the hotel at that time.

Judge Powers interrupted Mr. Varian's questioning to insist upon the production of a certain register which was not present. The witness now could scarcely be seen for the pile of books on his lap; but recess was taken and in the meantime the missing register was to be procured.

Direct examination of Mr. Harris was continued at the reassembling of court at 2 o'clock this afternoon. Witness testified as to the dates upon which Hayken registered at the Knutsford hotel, being at divers times between Dec. 26, 1895, and Dec. 2, 1895. The ledger in which accounts with guests are kept was also brought forth in evidence. The defense objected to its introduction, but the court allowed it to go and Judge Powers excepted. The ledger showed that an account had been opened by Hayken on Dec. 26, 1895, and had been renewed on different dates to Dec. 2, 1895, continuing at each entry for several days or weeks at a time and in the first instance over four months. There was no cross-examination, but exceptions were taken by the defense to all the testimony as being immaterial, irrelevant and incompetent.

SUMMED STATE'S EVIDENCE.

Martin Hayken was then called by the prosecution and examined by Mr. Varian. Witness stated that he was agent for Andrews & Co. and had been connected with the firm for three years; was under indictment for certain transactions with Hall Lake county; knew Joseph H. Martin, saw him first at the World's Fair, in other October at N. Vernon, in 1893, Illinois, Cahoon and Bonsinger were with him; met him where he was at the Knutsford hotel and Andrews & Co. in Chicago; introduced the Martin to Andrews & Co. for the purpose of getting Martin to come to Salt Lake on the 26th of December, 1895; came to get the contract for furniture furnished at the county building for Andrews & Co.; met Mr. Martin here and he said he is go about and get out my assistant; he asked me if I had figured up the cost of the building and I told him I had and he asked me how do we stand; I said, when I was down in Martin's office and I had called a certain percentage for commissions, he said, how I had not and so said I had better write to my firm and get instructions from them; I wrote and afterwards telegraphed; Martin had 5 per cent which he added; he said he [illegible] and he [illegible] Martin said, no! I had called a certain percentage for commissions, he said, how I had not and so said I had better write to my firm and get instructions from them; I wrote and afterwards telegraphed; Martin had 5 per cent which he added; he said