MOUTH ORGAN IS IN SORE STRAITS

Making Desperate Though Feeble Effort to Fasten Crime on "Mormon" Church.

DECENT PEOPLE ARE DISGUSTED

Sheet Stands Self-Accused in Its Distorted Statement of the Case—A Few Samples.

The dastardly attempt on the part of the organ of the American party to drag the "Mormon" Church into the unsavory Campbell case, is acting in the nature of a boomerang. A prominent railroad man this morning stated that while he had heretofore felt inclined to vote for some of the men on the American ticket, he was so disgusted with such methods as indulged in by those who were endeavoring to make political capital out of a palpable lie, that he would vote differently—he could not indorse any such methods.

Several other Gentiles expressed themselves in the same fashion. "I do like to see a good scrap," said one, "but when it comes to such tactics please excuse me from being associated with anything of the kind."

Those who have taken the trouble to read the "News" and Tribune's accounts of the case can draw their own conclusions.

IN DESPERATE STRAITS.

It needs no argument to convince the discriminating public that the Tribune is in desperate straits. This morning's two column wriggle is a very fancy piece of high and lofty tumbling containing some contradictions that would make any prosecuting attorney turn to the jury with a smile and say, "We rest."

It will be recalled that Mrs. Campbell, in an interview with the "News," told a story of an alleged contract that had been drawn up and signed by herself, her sister and the man who is now in the state prison serving a term of three years for carnal knowledge of a girl under the age of consent. She emphatically stated in answer to a request from the "News" representative that the paper had been destroyed, in fact, that the children had got hold of it and cut it up.

A FEW SAMPLES.

Now follow the contradictions as they appeared in the Tribune this morning in the same story, the Morning Unliable ommitting to make a 10 strike by accusing the "Mormons" of having stolen this mythical document. Here is what the sheet says:

"The contract, which contained the names of Mr. and Mrs. James Campbell and Mary Cry, and which was signed by all three while they were up on the mountain side and taking upon themselves the only obligations to a marriage ceremony that were at their command, has disappeared. When last seen it occupied a place between the leaves of a Bible, but it is not there now, and the two sisters do not know what has become of it. It may have been lost, it is barely possible that it was stolen. At any rate the valuable paper has disappeared."

TRIBUNE SELF-ACCUSED.

In the next column of the same story it goes on to relate the court proceedings and the statement of the accused man to the judge, and says:

"Then coming down to the gist of the matter, Campbell said that he had lived with his sister-in-law with the consent of the girl and her sister—his wife—but that he was not married to her. He had been living with her about six months, he added, having come to Salt Lake about the middle of October. NO CEREMONY OF ANY KIND WHATEVER, HE ADDED, HAD EVER BEEN PERFORMED.

"At this point District Attorney Loofbourow interrupted to ask if the agreement mentioned was in writing. Campbell replied that it was not.

"In conclusion, Campbell said that his wife was not in good health, and that she and their five children were dependent upon him for support, and he hoped the court would be as lenient as possible.

"District Attorney Loofbourow, when asked by the court if he had any comment to make, replied that Campbell's statements to the court were substantially THE SAME AS HAD BEEN MADE TO HIM by the defendant, and he only wished to add that, in his opinion, three years in prison would be about the proper sentence."

"WIFE" WITHOUT CEREMONY.

The Daily Venom persists in calling the girl in the case the second wife. Campbell a polygamist and otherwise attempts to bolster up its case, but in its anxiety to throw mud it overreaches itself. It states that no ceremony has been performed, no contract was drawn up and other things, yet Campbell is a polygamist; Campbell applied for baptism into the Church of Jesus Christ of Latter-day Saints and was told that it could not be, yet he is a convert of the "Mormon" Church, and so on.

If the breaking of the seventh commandment constitutes polygamy there are quite a number of polygamists to be encountered outside of the "Mormon" Church, in Utah.

The fact, however, remains that Campbell is in prison, his wife, five little children and Mary Cry are thrown upon the county for support and through the wilful maliciousness of the Tribune not only the "Mormon" people but the whole State of Utah has to suffer for their offenses. The Denver Post and other papers to hand today contain the Tribune's story rehashed under black headlines to the effect that a case of polygamy has been unearthed in Utah.

A GUARANTEED CURE FOR PILES.

Itching, Blind Bleeding, Protruding Piles. Druggists are authorized to refund money if PAZO OINTMENT fails to cure in 6 to 14 days. 50c.

PERSONALS

United States Deputy Marshal Smythe has gone south to serve papers.

E. H. Wilson and J. H. Trezise, prominent Butte mining men, are at the Wilson.

Emil B. Kock, late of Metz, France, is visiting with S. D. Evans of this city.

Mr. and Mrs. W. W. Flagg have taken rooms at the Kenyon hotel for the winter, where they will be at home to their friends.

Mr. and Mrs. Cottar of 232 east Second South street have returned after a three months' vacation trip through Oregon, Washington and California.

IDAHO AFFECTED BY COAL FAMINE

Shortage of Cars Brings Gov. Frank R. Gooding on Flying Trip to Salt Lake.

COMES FOR NEEDED RELIEF.

Says Gem State Was Never More Prosperous Than at the Present Time —Irrigation Schemes.

Gov. Frank R. Gooding of Idaho is at the Wilson from Boise. The main occasion for his trip is the serious shortage of cars for the coal trade, so that southern Idaho people have become sadly inconvenienced, and in cases there has been some suffering by the car famine. Gov. Gooding called on General Manager Bancroft this morning, and held a long conference with him over the situation. He found the railroad manager ready to do everything in his power to relieve it and give the governor assurances that enough cars would in any event be furnished to afford relief, even if they had to be taken from service in other lines of traffic where they are now being used. Mr. Bancroft has a very warm corner in his heart for Idaho, and has always been, and is now ready to respond to any call from that direction.

STATE PROSPEROUS.

Gov. Gooding said to a "News" reporter this noon, that his state was in the heyday of its prosperity, and in fact is going ahead by leaps and bounds. There are now excellent chances in prospect of a union between the northern and the southern parts of the state by reason of the extension of the P. & I. N. road which will reach Meadows by next spring, midway east in Washington county, which will afford relief; and then the Northern Pacific is to build south to Grainsville, which will afford further relief. It will not be long before people can go between the two sections of the state without going outside into other states to get around.

IRRIGATION SCHEMES.

When asked as to the outlook for irrigation, Gov. Gooding said that within 10 years the entire southern part of Idaho will be under irrigation. The Payette scheme is pushing eastward, the Mountain Home people have completed their great reservoir, and from the Twin Falls country, the ditches and canals are stretching out to the west. But there is a wide stretch of territory between which it will take time to fill with irrigation ditches. However, settlers are pushing in from the middle and western states in particular, and southern Idaho is filling up very fast with new blood, and fresh brain and brawn from the best farming elements in the Mississippi and Missouri valleys, and the state is becoming stronger every month.

STRENGTH IN UNION.

Gov. Gooding said that one blessing which his state enjoyed was the fact that all of its inhabitants joined shoulder to shoulder in striving for the state's advancement, and forgot all about their political differences when the welfare of the commonwealth was called into question. He looks to see Idaho become one of the greatest states in the Union in a few years.

AFTERNOON ON EXCHANGE.

Sales on the Exchange this afternoon were as follows:

Daly—100 at 57½; 100 at 58; 200 at 59; 800 at 60.

May Day—500 at 11, seller 60.

Star Con—500 at 13¾, 1,000 at 13; 1,000 at 13⅛.

Beck Tunnel—500 at 16¾; 500 at 17½.

READY FOR THE FRAY.

High School Students Exercise for Tomorrow's Big Football Game.

There was a stirring demonstration on the High school grounds this afternoon when close upon 1,100 students and others gathered south of the main building and indulged in a jollification, which included anything from addresses from the steps to the rehearsal of school yells and songs preparatory to tomorrow's big game against the Pueblo, Colo., high school for the intermountain championship. The grounds were ablaze with red and black, the school colors, and pennants, ribbons and flags were flaunted to the breeze with gusto as a thousand hands held the tokens aloft and a like number of mouths cheered everything and everybody from the janitor up to Supt. Christensen.

The city school superintendent was the first speaker and addressed the assembled enthusiastic multitude on "School Patriotism." He was followed by Atty. Mat Thomas, who made a ringing and characteristic speech along the same lines. He dwelt on the influence the High school exerts on all who attend that institution and then went on to set forth the necessity of physical training. He concluded by prophesying that the High school would be the proud possessor of a splendid gymnasium and promised his influence to bring this about.

Mort Allen was the last speaker. Mr. Allen referees the game tomorrow, and he incidentally dwelt on the necessity of the students supporting the team and helping it along with voice and song.

At the conclusion the big choir of young enthusiasts started all the dogs barking for blocks around by rendering the Red and Black with full vocal and gesticulatorial accompaniment. Following this all combined to make the welkin ring with school yells both old and brand new.

Judging from the demonstration this afternoon the referee will encounter considerable difficulty in making his whistle heard above the din tomorrow afternoon.

Peptiron Pills

Ironize the blood, feed nerves and brain, tone the stomach, aid digestion, give restful sleep. Especially beneficial in nervousness and anemia. Chocolate-coated, pleasant to take. 50c. and $1. Druggists or mail.

Hood's Pills Act on the liver and bowels, cure biliousness, constipation, morning and sick headache, break up colds, relieve uncomfortable fullness after dinner. Painless cathartic. 25c.

If Made by HOOD It's Good

C. I. HOOD CO., Lowell, Mass.

BROKEN NECK RESULT OF FALL

Elmer Grant Meets With Probably Fatal Accident at Orpheum Theater Building.

OPEN HATCHWAY THE CAUSE.

Stepped into it and Went Tumbling 25 Feet—Terribly Injured Internally.

A probably fatal accident occured at 10:45 this morning at the Orpheum building on State street, Elmer Grant, an iron worker aged 21, whose home is at Salem, Utah county, is the victim, and he met with the accident in this way: Young Grant was helping move the boom of a derrick on the second floor near Commercial avenue, and walked backwards with his end. He failed to notice an open hatchway in the line of his movement, and ere he knew it, down he went.

The unfortunate man struck several projecting boards on the first story, and then fell on the hard ground, and bled profusely from his nose and mouth. His fellow workmen saw him fall and hurried to rescue him, and soon had him brought to the first floor. An ambulance was sent for from St. Mark's hospital at once, while efforts were made to restore him. But Grant remained in a state of semi-consciousness, with his head badly gashed and bloody. On his arrival at the hospital it was found that the sufferer's neck was broken, and that he was terribly injured internally. However, the doctors put him on the operating table, and at 2 p. m., word came from the hospital that the doctors were still working on him, and it would be a couple of hours before it would be known definitely what the outcome of the case would be. Young Grant's family have been notified. He is unmarried.

LATE LOCALS.

The state armory board met today in Gov. Cutler's office and transacted some routine business.

Rev. Dr. S. E. Wishard leaves tomorrow for Mt. Pleasant, where he will preach on the coming Sabbath.

The foundations of the new Seventeenth ward meetinghouse are all in, and ready for the superstructure.

The dealers in agricultural implements in this city are taking account of stock, as this is their quiet season.

The walls of the new First Methodist church are up to the roof, so that building will be under cover before winter really sets in.

Shipping of guano from Birds' island in the great lake is actively under way, the guano going to southern California for consumption.

Architect Dallas has gone to Cedar City to look after some improvements to be made at the local branch of the state university.

Costly improvements are being made in the decoration and remodelling of the interior of the offices of the Home Investment & Savings company.

Unknown parties broke one of the large plate panes of glass in the north revolving entrance door of the federal building last evening, and the contractor has had to replace the loss.

Clarence Cowan, who some time ago was connected with the internal revenue office, has been reappointed as clerk in that office by Revenue Collector Callister, and has entered upon the duties of his office.

Market street paving is being completed as far as possible without the completion of the railway tracks, as there is no telling when the curves will be received, and they have to be manufactured to order.

Salt Lake people returned from Ogden this morning, report the Union depot up there so very badly congested with travelers, that it was with great difficulty that they could make their way to the Salt Lake train. The new tourist rates have immensely increased travel.

The third of the series of Ladies' nights was held last evening at the Elks' club, where 150 people enjoyed themselves in the bowling alleys, card rooms and restaurant, dancing room and library until a late hour.

Collector Greenewald expresses his belief that the month of December will be the heaviest in the history of the custom house. He learns that one local firm alone will import goods valued at more than the shipments of any one month previous.

F. D. Buhl, president of the Twin Falls Irrigation company, was at the Knutsford this morning, en route east from a trip to the Pacific coast. He expressed himself as well pleased with the outlook at the Falls. He said the development there had far exceeded his most sanguine anticipations.

The following contracts were let last evening in connection with the building of the new Masonic hall: Masonry, Marron & Baker; carpenterwork, Oliver Hodgson; plastering, Abrams & Sullican. These were the lowest bidders, and their figures were printed in yesterday's "News." Construction was begun today.

An amendment to the articles of incorporation of the South Jordan Canal company was filed in the county clerk's office today, by which its officers shall hereafter be elected biennially instead of annually. The first biennial election will take place at West Jordan on the second Monday in January.

KEETHLER SAYS HE IS NOT GUILTY

Slayer of Frank Duvall Enters His Plea Before Judge Armstrong.

TRIAL IS SET FOR NOV. 27

Burt St. Clair, Charged With Burglary, Takes Until Thursday Next To Plead.

Albert Keethler, who on the night of Oct. 2 shot and killed his step-son-in-law, Frank Duvall, was arraigned before Judge Armstrong today in the criminal division of the district court upon the charge of murder in the first degree, and entered a plea of not guilty to the charge. He was accompanied in court by his attorney, W. W. Little.

After the information had been read to him and he was asked by the court what plea he desired to enter, he replied in a very positive and firm voice: "I am not guilty." He then resumed his seat and shortly afterwards was taken back to the county jail. His case has been set for trial on Monday, Nov. 27.

Burt St. Clair was arraigned before Judge Armstrong today upon the charge of burglary in the first degree, and was given until next Thursday to enter his plea. He is charged with burglarizing Ward Bros.' store at 261 south West Temple street, on the night of Oct. 25.

Judgement by Confession

Judge Ritchie today rendered a judgment by confession in favor of plaintiff in the case of Jean Hampton and her daughter, Adelaide Hampton, against the Silver King Mining company for the sum of $600. The complaint was filed in the district court today, and the judgment by confession was entered at once. The action was brought to recover the above sum as damages for the death of H. Benjamin Hampton, the husband and father of plaintiffs, who was killed while employed as an engineer at defendant's mine at Park City on May 24, 1905. Three hundred dollars of the amount goes to Mrs. Hampton and $300 to her daughter.

Suit Against Utah Con.

Joseph Hansen filed suit in the district court today against the Utah Consolidated Mining company to recover a total sum of $2,000 damages for injuries alleged to have been caused to his crops and the health of his family because of the fumes and smoke from defendant's smelter. Plaintiff asks for $852 for injuries to his crops and $1,148 for injuries to his home as a place of residence and injuries to the health of himself and family.

COURT NOTES.

C. S. Vadner filed suit in the district court this afternoon against Elvira Macdonald to recover $768.96 alleged to be due for services rendered as manager of the Gracie group of claims in Lander county, Nevada, and for money expended by him in the development of said property.

NOTICE TO ADVERTISERS.

Owing to pressure on our columns, News advertisers are requested to hand in their advertisements for the Saturday News as early as possible to secure insertion in all editions.

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

POLITICAL POINTERS.

The Democrats have hit upon a novel scheme to win votes. Beginning this afternoon and continuing for three days, they propose to invade the different districts of the city with Held's band and some of the best speakers in the party, among them Judge Powers, James H. Moyle, F. S. Richards, Chairman Martineau, Mat Thomas, Will G. Farrell and Philip S. Maycock. The itinerary has not yet been arranged, but the drag "Utah" will carry the campaigners from place to place. The scene of action this afternoon was North Salt Lake.

Ex-Senator Frank J. Cannon, chief spieler for the "Americans," delivered a number of short talks yesterday afternoon, his theme being, "How to Save Salt Lake." The senator was well received, but the meetings addressed were not very well attended.

The Socialists will hold their final rally of the campaign Sunday evening at 7:30 in Federation hall.

Second ward Republicans held an enthusiastic meeting last night at the home of J. W. Currie, candidate for the city council.

Democrats of the Second precinct will rally tonight at the home of M. F. Cunningham, 33 Jefferson avenue.

Judge Powers will be the principal speaker at a social to be given at the home of Mr. and Mrs. William B. Slick, 1022 First street tonight.

Always Remember the Full Name Laxative Bromo Quinine Cures a Cold in One Day. E. W. Grove on every box. 25c

WHY Should You

PLACE YOUR FIRE INSURANCE WITH THE

SMEDLEY-WAKELING Fire Insurance Agency?

BECAUSE THEY GUARANTEE ABSOLUTE SECURITY.

No. 204 Atlas Block, - - - Salt Lake City.

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., 25.65 inches; temperature at 6 a. m., 38 degrees; maximum, 57; minimum, 35; mean, 46, which is normal.

FORECAST TILL 6 P. M. SATURDAY.

Local forecast for Salt Lake City and vicinity:

Fair tonight and Saturday.

Local Forecaster,
R. J. HYATT.

TODAY'S TEMPERATURES.

6 a.m.	38
7 a.m.	39
8 a.m.	41
9 a.m.	41
10 a.m.	45
11 a.m.	50
12 m.	56
1 p.m.	59
2 p.m.	59
2:59 p.m.	59

YESTERDAY'S RECORD.

Highest	57
Lowest	35

YESTERDAY'S MAXIMUM TEMPERATURES.

Abilene, Tex.	74	Moorena	64
Asheville	56	Montgomery	64
Atlanta	60	Moorhead	44
Boise	50	New Orleans	62
Boston	46	New York City	48
Buffalo	42	Northfolk, Va.	48
Cairo	52	Northfield, Vt.	36
Calgary	40	North Platte	56
Charleston	62	Oklahoma	70
Chicago	50	Omaha	50
Cincinnati	50	Phoenix	80
Denver	60	Pittsburg	46
Detroit	42	Pocatello	56
Dodge	58	Portland, Or.	60
Duluth	36	Rapid City	48
Elkins	48	Roseburg	62
El Paso	62	St. Louis	52
Galveston	64	St. Paul	44
Grand Junction	58	SALT LAKE	57
Havre	30	S. Ste. Marie	36
Helena	54	San Francisco	60
Huron	40	Santa Fe	58
Jacksonville	68	Scranton	42
Kamloops	42		46
Kansas City	54	Swift Current	44
Knoxville	58	Washington	48
Lander	50	Winnemucca	66
Los Angeles	70	Winnipeg	30
Miles City	50	Yuma	82

NEW YORK CLOSING STOCKS

Friday, Nov. 3, 1905.

Atchison	84½
Atchison pfd	103⅛
Baltimore & Ohio	112⅝
Canadian Pacific	157½
Chicago & Alton	33
Chicago & Alton pfd	78
Chicago & Northwestern	221
Chicago & Northwestern pfd	2.5
Colorado Southern	27⅛
Denver & Rio Grande	35¼
Denver & Rio Grande pfd	85¼
Erie	50⅝
Illinois Central	179½
Louisville & Nashville	151⅛
Manhattan L	166
Metropolitan St. Ry.	122¼
Mexican Central	24
Missouri Pacific	103⅝
New York Central	151¼
Pennsylvania, ex-div.	142⅞
Reading	43⅝
Rock Island	29⅝
Rock Island pfd	73
St. Paul	180
Southern Pacific	69⅛
Southern Railway	36
Union Pacific	153½
Union Pacific pfd	96¼
Wabash	21⅝
Wisconsin Central	29⅛
Northern Pacific	204

MISCELLANEOUS.

Amalgamated Copper	83⅝
American Car & Foundry	41
American Locomotive	70¾
American Smelting & Refining	141⅝
Am. Smelting & Refining pfd	126½
Brooklyn Rapid Transit	77
Colorado Fuel & Iron	45
International Paper	22¼
National Lead	72½
Northern Securities	184
Pacific Mail	48¼
People's Gas	104½
Pressed Steel Car	51¼
Pullman Palace Car	248
Standard Oil	695
Sugar	142
Tennessee Coal & Iron	92½
United States Steel	37⅛
United States Steel pfd	105¼
Western Union	93⅝

ALTERATION SALE.

Hand bags, one-third off; purses, one-third off; music rolls, 10 off; pictures, 10 to 25 off; framing, one-third off; novelties, one-quarter off; stationery, 10 off; children's books, one-half off; baskets, one-third off.

HELD ENGRAVING CO., 60 Main.

BORN.

FRAME.—At Murray, Nov. 2, 1905, to the wife of David Frame, a son. All well.

DIED.

CARLSON.—At 23 south Eighth West street, Salt Lake City, Nov. 1, 1905, of Bright's disease, Mrs. Albertina Carlson, wife of Simon Carlson, a native of Sweden aged 56 years.

Funeral from the Fifteenth ward assembly hall at 12 o'clock Sunday.

R. E. Evans, Florist 36 S. Main St.

Floral Designs a Specialty. Phones 961.

WANTED.

ONE SECOND HAND SAW MILL. Send full descriptions and price of same to Thomas Pritchet, Salt Lake City.

Tomorrow

Will be a big day at the

THE MAIN ST. MARKET

Bell 'Phone 2945-k. Ind. 1065. No. 16 Main Street.

H. P. JENNINGS.

A special large and fine display of grapes, California and Utah. Apples, quinces, fine for preserving, pears, cranberries, grape fruit. A new crop of California oranges and lemons are in the market. Just beginning to arrive. We have a fine stock of new crop of almonds, English walnuts, pecans, fine Texas. We will have a splendid stock of bananas for your inspection. In fact we will have as fine a display of fruit and vegetables for tomorrows' market as we have had this season. Call or telephone early.

MAKE A PERFECT

Filling in a perfect way. No imitation of the nerve or crumbling of the tooth around Porcelain Enamel.

Dr. Loy B. Duncan.

Over Walker Bros. Dry Goods Store. Both 'Phones.

DO YOU EAT?

In an interview with the manager of the Thirteenth Ward Store yesterday the following statement was made, that on each Wednesday and Saturday, through the columns of the "News" certain specials will be announced for the benefit of the public. The store is fully stocked with all the wants of the housewife, and it will be to her advantage to watch the specials as they appear, and the management have made arrangements to make prompt delivery on all orders. Phone orders will receive immediate attention, and the best in the store will be sent, although you may not be able to come and select for yourself. The line of staple groceries, crockery ware, Granite Ware, Dry Goods, Notions, etc., etc., are the cleanest and best lines to be obtained. Once a patron always a patron. Thirteenth Ward Store, 72 South Main St.

AN ORDINANCE.

An ordinance ratifying and confirming the transfer of franchises to Utah Light and Railway Company, a corporation, extending the life of said franchises and amending the same, including the franchise of the Utah Power Company.

Be it Ordained by the City Council of Salt Lake City, Utah:

Section 1. That all the franchises of Utah Light & Railway Company, a corporation organized and existing under the laws of Utah, said franchises being:

I. A franchise to the Salt Lake and Ogden Gas and Electric Light Company, under date of May 26th, 1883.

II. A franchise granted by Salt Lake City to Robert M. Jones, July 30th, 1883.

III. A franchise granted by Salt Lake City to S. F. Walker, December 22, 1883.

IV. A franchise granted by Salt Lake City to Pioneer Electric Power Company, May 21, 1887.

V. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, January 26, 1889.

VI. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, February 11 1890.

VII. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, May 20, 1890.

VIII. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, May 5, 1891.

IX. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, September 8, 1891.

X. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, November 24, 1891.

XI. A franchise granted by Salt Lake City to L. C. Hamilton, January 20, 1891.

XII. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, May 5, 1893.

XIII. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, April 18, 1894.

XIV. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, May 20 1899.

XV. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, October 8, 1900.

XVI. A franchise granted by Salt Lake City to Salt Lake City Railroad Company, March 21, 1901.

XVII. A franchise granted by Salt Lake City to Salt Lake Rapid Transit Company, February 11, 1890.

XVIII. A franchise granted by Salt Lake City to Salt Lake Rapid Transit Company, April 22 1890.

XIX. A franchise granted by Salt Lake City to Salt Lake Rapid Transit Company, May 6, 1890.

XX. A franchise granted by Salt Lake City to Salt Lake Rapid Transit Company, April 18, 1894, which latter franchise also confirms a transfer to said Salt Lake Rapid Transit Company of a franchise granted to Popperton Place and Fort Douglas Rapid Transit Company, and a franchise to C. E. Wantland and others, theretofore transferred to said Salt Lake Rapid Transit Company.

XXI. A franchise granted by Salt Lake City to Consolidated Railway and Power Company November 27, 1903.

XXII. Also each and every franchise now owned by and operated under by said Utah Light and Railway Company, whether the same is herein mentioned or not, together with all amendments of and supplements and alterations to said franchises, and each and every one of the same, are hereby declared and ordained to be vested in said Utah Light and Railway Company, and the several assignments, transfers and conveyances by which said company acquired said franchises and each of them upon filing said transfer with the City Recorder, are hereby approved and confirmed.

Section 2. The life, validity and terms of each and every one of said franchises is hereby extended and ordained to be fifty (50) years from July 1 1905, that is to say, until July 1, 1955, also that the franchise granted by Salt Lake City to Utah Power Company, dated December 29, 1896, (the capital stock of said company being now owned by the Utah Light and Railway Company), is hereby extended the same length of time, viz.: until July 1, 1955.

Section 5. That the time fixed by sections 2 and 3, of an ordinance amending and re-enacting certain resolutions granting franchises to the predecessors of the Utah Light and Power Company (passed December 31, 1903) for the placing of transmission wires underground within the district therein mentioned and the time fixed therein for each and every other act therein required, is hereby extended one year from the time therein fixed.

Section 4. And for and in consideration of the premises said Utah Light and Railway Company agrees, and it is hereby ordained:

That said Utah Light and Railway Company, during the life of said franchises, will furnish the users in said City electric light at prices not exceeding the following rates, unless changed as hereafter proposed to-wit:

(a) ARC LIGHTING. Arc lights which will give an illumination not less than the present standard 455 watt enclosed carbon arc lamp.

Rates. For above service, for all night service, not to exceed $11.25 per lamp per month; for midnight service, not to exceed $7.50 per lamp per month; and for 10 o'clock service, not to exceed $6.00 per lamp per month; for service by meter a rate of twelve (12) cents per kilowatt hour for the electric energy used and a charge of $1.50 per arc lamp per month in addition thereto for the care and maintenance of the lamp.

(b) INCANDESCENT LIGHTING. For standard efficiency of from 3 to 3.6 watt per candle power for incandescent lamps, a meter rate of eleven (11) cents per kilowatt hour for the electric energy used, provided that the minimum charge shall be one ($1.00) dollar a month for each consumer of electric energy for incandescent lighting.

Customers paying monthly and on or before the 7th day of the month succeeding the month in which such electricity was used, shall have a discount of ten per cent on the above prices, but no bill shall be less than the minimum of one ($1.00) dollar per month.

Said Utah Light and Railway Company hereby agrees to supply Salt Lake City during the life of said franchises herein extended, free of charge to said City, the equal in illuminating power of fifty-two (52) 32-candle power incandescent lamps of the present standard for the purpose of lighting the City's portion of the public square at the City and County Building, also to supply free to said City all the reasonably necessary light for municipal purposes for lighting the City Council Chamber, City Offices, Fire Stations, Public Library, City Jails, including hallways in said buildings, Cemetery Houses, Liberty Park House, Isolation Hospital and also City Crematory.

In addition to the above, in accordance with an ordinance passed and approved December 31, 1903, on and after May 19, 1908, six (6) additional arc lights shall be furnished free of charge to Salt Lake City during the life of this franchise, and after July 24, 1908, six (6) additional arc lights shall be furnished free of charge to said City during the life of this franchise; and that after December 18, 1908, six (6) additional arc lights shall be furnished free of charge to the said City during the life of this franchise; and that after May 17, 1909, seven (7) additional arc lights shall be furnished free of charge to the City during the life of this franchise.

Said Company further hereby agrees that it will issue commutation tickets of fifty (50) fares for two ($2.00) dollars, the holders of which tickets shall have the same transfer privileges accorded to passengers paying regular fare, and shall also issue to students of public schools commutation tickets of fifty (50) fares, for one dollar and fifty cents, with transfer privileges as aforesaid, good only to and from school attended by such students and good only on days when school is in regular session, between the hours of 7:30 o'clock a. m. and 5:30 p. m. City policemen and firemen in uniform shall be entitled to free passage on regular cars.

Section 5. It is further ordained, and said Utah Light and Railway Company hereby agrees that during the life of said franchises it will furnish free to said corporation the equal of thirty horsepower of electrical energy to be used for power purposes by said City in the manner it may deem necessary and proper, but said power shall not be used for lighting or heating, nor shall the light and power so mentioned in this and the previous section be construed to be in addition to the light and power furnished under any of said franchises.

Said Utah Light and Railway Company further agrees that during the life of said franchises it will furnish to said City through contracts of not less than three year periods, arc lights which will give an average illumination of not less than the present standard of 455 watt enclosed carbon arc lamps, all night service, at a price not to exceed $5.00 per lamp per month, as provided now under contract with the City, and under the terms and conditions of said contract, provided the City shall give the Utah Light and Railway Company at least six months notice before the expiration of any three-year contract of its intention to discontinue taking street lighting under this paragraph, in case said City desires such discontinuance.

Said Utah Light and Railway Company further agrees that it will furnish the said City during the life of said franchises, such other and further electrical energy for power purposes as said City may desire for pumping and other municipal uses, up to 100 horsepower, at a price not to exceed one cent per kilowatt hour for twenty-one hours a day service, namely commencing at the hour of 8:00 p. m. and until the hour of 5:00 p. m. the next day, and for twenty-hour hours a service at one and one-fourth (1¼) cents per kilowatt hour; provided, that none of the power purchased or obtained by the City from the Utah Light and Railway Company under this paragraph shall be used for lighting or heating purposes.

Section 6. In consideration of these premises, said Utah Light and Railway Company further agrees that prior to the time this ordinance shall take effect, and as a condition precedent to the validity of this ordinance, said Company will by warranty deed, free and clear from all liens and encumbrances, grant and convey to said Salt Lake City, all the following described property, to-wit: All the following described tract of land, situated immediately north of the Granite Paper Mill, to-wit:

Beginning at corner No. 1, which bears N. 49 deg. 07 min. W. 1328.6 feet from the Southeast corner of Section 25, T. 2 S., R 1 E., S. L. B. & M.; thence S. 37 deg. 24. min. W., 275 feet to corner No. 2; point in bed of Big Cottonwood Creek; thence N. 32 deg. 36 min. W., 792 feet to corner No. 3; thence N. 57 deg. 24 min. E., 275 feet to corner No. 4; thence S. 32 deg. 36 min. E., 792 feet to place of beginning, containing five acres more or less.

Also a right of way and easement for all reservoirs, dams, ditches conduits, pole lines and the appliances and utilities connected therewith, to be constructed by the City, wherever these may be located now or hereafter within lands owned by the Utah Light and Railway Company, particularly within Sections 25, 26 and 27, Township 2 South, Range 1 East, S. L. B. & M.

Also all the water rights and power rights in Big Cottonwood Creek west of the Utah Power Company's tail race, owned by the Utah Light and Railway Company, including herein and particularly meaning hereby the Deseret Paper Mill water power in said creek, the Granite Paper Mill water power in said creek, and the Butler Mill water power, the latter being located right at the mouth of Big Cottonwood Canyon, and the two former about a mile and about two miles respectively below the mouth of said canyon; it being the intent of this agreement that the Utah Light and Railway Company relinquishes and releases all its right in and to the waters of Big Cottonwood Creek for power purposes, or otherwise, below the powerhouse of the Utah Power Company near the mouth of Big Cottonwood Canyon; provided, however, that the dam for diverting the water from the creek into the City's proposed conduit shall not be located east of the City's present weir, and the bottom of the proposed conduit shall not be higher than twenty-eight (28) feet below the floor of the Utah Power Company's powerhouse, so that the said Utah Light and Railway Company can build a reservoir for regulating purposes, of not less than one million cubic feet capacity between the tail race of the powerhouse and the weir.

Section 7. In consideration of the premises, Salt Lake City agrees and ordains that during the life of said franchises as herein fixed, it will use the power of said Cottonwood Creek or the waters thereof for power purposes only and in connection with municipal utilities and properties only; nor will said City by ordinance or resolution make any rules or regulations in regard to the price of lighting different from prices therefor herein named, nor shall said Utah Light and Railway Company be obliged to furnish light for any one for less prices than herein named; provided, however, that if there shall hereafter be any new inventions or improvements that will materially reduce the cost of producing or distributing either gas or electric energy for lighting or heating purposes, or provided further, if there shall hereafter be any conditions which shall materially enhance the cost of producing or distributing either gas or electrical energy for lighting or heating purposes, then and in either event there shall be a reasonable readjustment by th City Council and the Mayor on the one part, and the Utah Light and Railway Company of its assigns on the other part of the rates herein fixed.

In the event of disagreement between them either in respect to the fact whether the said conditions authorizing a readjustment of said rates have arisen as above provided, or as to the amount of reduction thereof, or both, then the same shall be determined and ascertained by two competent and disinterested appraisers, the City and said Company each selecting one, and the two so chosen shall select a competent and disinterested umpire; and the appraisers shall then determine whether the said conditions exist, and what reduction or advance of said rates should be made, and upon failing to agree, they shall submit their differences to the umpire and the decision in writing of any two shall determine the said question. Each party shall bear equally the expense of the appraisal. In the event said grantee, its successors and assigns, shall upon demand of the City Council refuse or neglect to proceed to arbitration for a readjustment of rates as herein provided, or fail to carry into effect the rates when readjusted as herein provided, then the City Council reserves the right to alter, amend and change this and said extended franchises, or any or all of them in respect to rates or charges for the services referred to in this section.

Salt Lake City hereby further agrees that the provisions in said street railroad franchises authorizing other railroad companies to run their cars over the tracks of said Utah Light and Railway Company shall apply only to interurban roads and to such only that are not competitors with said grantee herein. Interurban as herein used shall be construed to mean towns, resorts and other places situated more than ten miles outside of the limits of Salt Lake City.

Section 8. The right of way is hereby given into the said Utah Light and Railway Company to build and operate a railway on and over the following streets, namely:

First, on Second West from the present terminus at Eighth South Street, one block south to Ninth South street.

Second, on Second South from the present terminus of said road at Jordan River, thence west on said Second South street to the western limit of Salt Lake City.

Third. On Sixth street from L street, thence east to the western boundary of the City Cemetery.

Section 9. At or before the first publication of this ordinance, and within sixty (60) days after the date of the approval thereof, said Company shall file with the City Council its written and duly acknowledged acceptance of the provisions of this ordinance, and shall also file with said Council all deeds, conveyances and releases herein required, together with a complete abstract of title to land and water rights to be conveyed, and upon approval of the same by a majority of the Council and Mayor, this ordinance shall be published and shall take effect upon the date of its first publication.

Passed by the City Council of Salt Lake City, Utah, August 3rd, 1905, and referred to the Mayor for his approval.

J. S. CRITCHLOW, City Recorder.

Approved this 4th day of August, 1905.

RICHARD P. MORRIS, Mayor.

State of Utah City and County of Salt Lake, ss.

I, J. S. Critchlow, City Recorder of Salt Lake City, Utah, do hereby certify that the above and foregoing is a full, true and correct copy of an ordinance entitled, "An ordinance ratifying and confirming the transfer of franchises to Utah Light and Railway Company, a corporation, extending the life of said franchises and amending the same, including the franchise of the Utah Power Company," passed by the City Council of Salt Lake City, Utah, August 3rd, 1905, and approved by the Mayor, August 4th, 1905, as appears of record in my office.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of said City, this 3rd day of November, 1905.

(Seal) J. S. CRITCHLOW, City Recorder.

Bill No. 76.