

PRICE OF GOLD.
Daily by BANK OF DENVER.
SALT LAKE CITY, Oct. 29, 1912.
Buying at \$13.25 selling at \$13.34.

LOCAL AND OTHER MATTERS.

Thermometer 34° in the shade at one o'clock to-day.

Theater.—Last night, in consequence of the stormy weather and the snow and slush underfoot, the Theatre was not so well attended as it would have been had it been more favorable out of doors. But the play and the stereoscopic exhibition were very satisfactory. Mr. Bates played "Joe, Nobody's Child," with great ability, and Miss Walters was also very good in "Miss Alice had to do as 'Patty' Lavender." Miss Alice had to do as "Patty" Lavender.

Volunteer played as well as we have seen here, and Messrs. Margret and Thorne sustained their well established reputation. Mr. Beaman's views of the Colorado country were a treat to those who delight in nature's widest and grandest scenes. It is a pity that the weather is unfavorable during the time of Mr. Beaman's exhibition and the condition of the streets will be more favorable.

The bill for this evening is the same as for last evening.

To-morrow evening Mr. Bates takes a benefit, when a very attractive bill will be presented. He is an able actor.

The Wheeler Expedition.—The following arrived too late for the News of yesterday:

KANAB, Oct. 28.—A detachment of Lieut. Wheeler's expedition of twenty men and three government teams, Lieut. Mohr in command, arrived here last Friday, and are expected to remain one month. Three other detachments have gone on, via St. Thomas, across the Colorado, one up the Virgin River Canyon, and one branched off at Winslow to the Grand Gulch. They have contracted for grain at Long Valley.

J. L. BUSTISO.

ACCIDENT.—On Saturday last a severe accident happened to John Smetters, a boy thirteen or fourteen years of age, residing at Porterville, Morgan county. He, in company with a younger brother, had been to Hardscabble Canyon for a load of wood, and on the way home, he fell from the wagon, one or two wheels of which passed over and almost severed the calf of his leg from the bone. Unable to help himself, the younger boy started him with the speed possible for aid, but before the boy's father reached the place where the accident happened, he met the team bringing the wood and boy home, some miles away, and the boy, having found him, and lifted him on to the wagon, and were driving it home. The injury was severe, and the jolting on the top of the wagon greatly increased the poor boy's suffering. His parents, learning of his condition, telegraphed to Ogden for a surgeon, but the party sent for had gone to California, so Father Thurston, of Crofton, was sent for, who did what he could to assist and relieve the sufferer, and yesterday it was believed that he was progressing favorably.

[Per Deseret Telegraph.]

AMERICAN FORK, 28.—Snow and rain all day yesterday; snow four inches deep this morning; no pleasant and sunny. Snow mostly gone.

Springville.—Wind blew very cold yesterday. It has been snowing to-day. It is beginning to clear up.

Payson.—Stormy yesterday and last night. Sun shining this p.m., but muddy.

Silver.—Very cold, snow two inches, freezing.

North Star.—Light wind from the north. Clearing up, with prospects of fair weather.

Heaver.—Snowed here yesterday p.m., and last night. Cloudy to-day, sun shining in intervals. Cold north wind.

Fillmore.—Four inches snow, but mostly gone; now the weather is clearing, but it is quite cold.

Albany.—Yesterday the weather was very windy and cloudy, making it cold and disagreeable. To-day the wind is still blowing and a few clouds are flying about; the wind blowing from the north. Last night was the coldest here this season.

Kanab.—Weather very cold and windy. Heavy frost here last night.

St. George.—Clear with cold wind blowing. First snow of the season. Frost last night.

Albany.—Sudden change yesterday in the weather. Snow fell on mountains all day. Cold wind blowing from north. Cloudy and threatening at times.

Provo.—Snowing yesterday and last night. Some snow, very cold, but looks like clearing up. Sun shining.

Lehi.—Considerable snow fell yesterday and to-day until noon. Clouds breaking up. Appearance of clear but cold weather. Stagnant. Snow fell yesterday and to-day this morning. Appearance of more to-night.

Ogden.—Has been very cold all day. Sun shining just now. Cloudy. Snow two inches deep.

Logan.—Cold, windy and cloudy.

Parris.—Cloudy and very cold. Looks like snow.

Alta.—Commenced snowing on Saturday about 10 a.m. Has been storming nearly all the time since. Snow two feet deep. Sun shining now. Looks like storm is over. Roads are open, mail arriving on time.

DEBATE.—Nearly the whole of the inhabitants of Pioche turned out on Wednesday night to hear the political discussion between C. W. Kendall and C. C. Goodman. The Record is rather sour about the debate, and says Kendall got the best of the debate.

KIDNAP.—Ed. George, who, as stated by us yesterday, attempted to stab a negro and also to cut the officer who arrested him, was fined \$25, last evening, by Justice Clifton.

ODDEN MATTERS.—The following are from the Ogden Junction of yesterday:

The Ogden stry pound was broken into on Saturday night, evidently by some parties wishing to release a particular animal. The fence was broken down and all the stock turned out. Four head were subsequently found after much hunting, and were returned to their owners.

Jack Green and Fred Barr were arrested by Officer Hill last night at 6 o'clock for stealing a trunk which was on the platform at the depot, as it was about to be transferred to the C. P. baggage car. They were lodged in the jail, where they rested during the night, and complained that they were made against them by Mr. Parry for grand larceny.

No snow at Ogden last night evening, when it commenced to fall lightly.

SPEECHES.—Elder Mark Lindsey, who left this City a short time since to go on a mission, intended going direct to England. He took with him a variety of specimens of the choicest fruits and minerals of Utah, intending to show them to those interested in knowing something about the productions of this Territory.

THREATENING.—Ralph Bradley was arrested last night for making belligerent demonstrations towards another man, with a table for, threatening to attack that implement into the latter. Bradley was under the influence of liquor.

PROSPEROUS.—A gentleman who recently visited Brigham City was pleased as well as surprised at the flourishing condition of that place. A co-operative store, a woolen factory, a laundry, a mammoth farm, and a dairy and cheese factory, all on the co-operative plan, are in full operation and the woolen factory has now nearly sufficient wool to last the mill till next wool season, notwithstanding that the average run out from the territory is only a few hundred of bales of 500 yards per bale. Brigham City is showing probably to as great if not a greater extent than any other portion of the Territory the benefits to be derived from a wise and practical application of the principle of co-operation.

SINGULAR ACCIDENT.—A U. P. fireman, named Fred Peck, was recently assisting to discharge some baggage from a Western bound train, at Cheyenne, when a satchel fell or was thrown to the ground and a revolver in it was discharged by the owner. The ball entered Peck's foot, inflicting a severe wound.

DENSMORE'S LADIES' FAIR.—An eight page large monthly, "devoted to fashion and choice literature" at only fifty cents. Many fashion illustrations. J. A. Densmore, editor and proprietor, Chicago.

OBTAINING MONEY UNDER FALSE PRETEXTS.—Fred Stockfield, a cook, was arrested yesterday and placed in the city jail, pending an examination, before Justice Clifton, on a charge of obtaining money under false pretences. The particulars of the case, as far as we could learn, were as follows:

An old gentleman, named Pitkin, a sheep herder, who lives in the southern portion of the Territory, sent a sum of money to the banking house of A. W. White & Co., latter's arrival from California, in which he learned of the money being at the bank for young Pitkin, and resolved, if possible, to get possession of it. In order to do so, he went to the bank and represented himself, it is alleged, as the latter, taking Pitkin, the younger, to be the man who made his appearance at the bank, when the fraud was discovered and Stockfield arrested.

LAND TITLES.—The following has been handed in for publication:

U. S. Land Office,
Salt Lake City, U. T.,
October 29th, 1872.

The following patents for cash entries have been received at this office, and are ready for delivery, viz:

No. 797 in favor of Christopher Johnson; 799, Robert J. Gould; 801, David Udall; 802, James J. Dandridge; 803, Charles H. Stoddard; 804, Samuel C. Brunell; 810, William E. Baker; 811, Cyrus Sanford; 812, Isaac Farley; 813, William J. Jones; 814, Richard H. Jones; 815, William J. Jones; 816, Richard Harper; 820, John Lee; 821, George W. Hill; 825, Robert Henderson; 827, Samuel A. P. Kelsey; 829, Robert H. Jones; 830, Daniel Johnson; 831, George W. Hill; 832, Robert Henderson; 833, Samuel A. P. Kelsey; 834, John W. Jones; 835, Hans Jensen; 836, Nels Peter; 837, Leander Butler; 838, John W. Jones; 839, Thomas Rowland.

GEORGE R. MAXWELL,
Register.

LOYD TEVIS, Esq., an old Californian, and the President of the Wells Fargo & Co.'s vast interests, who resides at San Francisco, arrived in this City from the East on Sunday evening. He was met at Ogden by Theodore Tracy, Esq., Agent of Wells Fargo & Co., in this City, and Gen. H. B. Clawson, Supt. of Z.C.M.I. Yesterday Mr. Tevis took a trip to the end of the Utah coast, and will be in the city for other places of interest in the City, and to-day he goes to Ogden to join the westward-bound train, with the intention of returning home. It is gratifying to our citizens to have such gentlemen as Mr. Tevis visit our city and Territory. They see affairs for themselves, and draw their own conclusions, and thereafter are able to form their own opinions of what they hear concerning Utah and its people. We should have better pleased on Mr. Tevis' account if the weather had been more favorable for him to visit while he was here.

MATRIMONIAL.—Before us lie some delicious confectionary, "with compliments of Mr. and Mrs. Frederic Anderson (Miss Elizabeth Romney)," by which we understand that this young lady and gentleman have been married in the city yesterday, in a civil ceremony. We wish them a long life of union and harmony, with a full share of the good things of this world, and in the new state of life which they have conjointly entered.

The joys of marriage are the heaven on earth. Life's paradise, great princess, the soul's bliss. Snows of concord, earthly immortality, Eternity of pleasures.

TERRITORIAL AND COUNTY TAXES.—Those who have not yet settled their Territorial and County taxes should read assessor and collector Golding's notice in this issue. All taxes not paid by the 1st of November will be collected with costs.

IN TOWN.—H. C. Miller, Esq., who represents the house of Messrs. Cochran, McLean & Co., dry goods merchants of New York, arrived in the city yesterday, in the interest of his firm. This firm is a first-class one, and though in the extent of its capital invested it may be excelled by Clifton & Co. and A. T. Stewart, it is equal in the style and quality of goods in which it deals. Mr. Miller comes highly recommended by gentlemen of high standing, and he will be found a gentleman of capacity and honor, himself, polite and affable, with a thorough understanding of his business, and we speak for him the kind regards of the merchants of the community. Mr. Miller's father, Hon. D. P. Miller, of Keokuk, may be remembered by many of our old citizens, who resided in Iowa, when it was a Territory, as Delegate to Congress from that Territory, and afterwards when it became a State, as Representative to Congress.

MORE SNOW.—Snow continued to fall here during last night, continuing almost without intermission, till about ten o'clock this morning. Since then the cloudy atmosphere overhead has been gradually clearing away, bringing to light the bright ethereal blue. The storm has been a pretty severe one, but considering the early date of the season, most people thought that winter would be fine, but it is likely that there will be fine weather for a few weeks intervening between the present storm and the genuine blizzard, frosty, stormy weather which the snow is thawing, rendering the streets very muddy.

TERRITORY OF UTAH,
Third District Court.

James M. Page
vs.
The Central Pacific
Railroad Company.

Chief Justice McKean presiding.

On the 27th day of last June, the plaintiff left Omaha for San Francisco by the Union Pacific Railroad train, having previously, on the same day, purchased a second class ticket out of the Union Pacific and Central Pacific Railroads, from the first to the last named place. This ticket he purchased of Omaha, the ticket agent of the Union Pacific Railroad Company, who, for that purpose, was also the agent of the Central Pacific Railroad Company. For this ticket he paid eighty dollars, mentioned in price between it and a first class ticket being, as stated by the plaintiff's counsel in court, twenty dollars.

The conductor, on the train on the first day of July last, took up the plaintiff's ticket, and, according to usage, gave him an exchange ticket. This last named ticket has been introduced in evidence.

On the 5th day of July last the plaintiff entered a second class car of the Central Pacific Railroad Company at Ogden, and started for San Francisco. To the conductor who collected or examined the tickets, the plaintiff exhibited the exchange ticket mentioned above. The conductor refused to receive it, saying it was behind time. According to the testimony of Henry Lyons, one of the plaintiff's witnesses, the plaintiff told him that he intended to pay his fare and get off the train. Walter C. Thompson, agent of the Central Pacific Railroad Company at Omaha, called as a witness by the plaintiff, testified that the time of time is the exchange ticket. The plaintiff refused to pay his fare, and at Ogden, where the train stopped, the conductor and other employees of the defendant put him off the train. In the affair the plaintiff sustained injury in one of his ankles, from which he has not yet fully recovered. He brings this action against the defendant and claims judgment in the sum of \$50,000.

The plaintiff introduced his evidence rested his case. The defendant's counsel thereupon moved for a nonsuit, on four several grounds, which will be stated and considered in detail.

"First: The complaint does not state facts sufficient to constitute a cause of action, in this: Said complaint does not state a tender of fare or a ticket over defendant's road."

The sufficiency of the plaintiff's complaint might have been questioned by a demurrer; the sufficiency of the plaintiff's proof could be questioned by a motion for a nonsuit. But the plaintiff has proved, without objection, that he did tender his ticket to the defendant's conductor. This point is not well taken.

The defendant's counsel further moved for a nonsuit, as follows:

"Second: The evidence shows a special contract which was once valid, but was violated by plaintiff and rendered null and void by his own act."

The material portions of the exchange ticket, which has been introduced in evidence, are as follows:

"Union and Central Pacific Railroad Line.
Thos. L. Kimball,
Gen'l Ticket Agent, U.P.R.R.
This ticket entitles the holder to one SECOND CLASS Passage
From
OMAHA
To STATION CANCELED.
If presented within SIX DAYS from date indicated in the margin, after which time it will be void."

Then follow the names of stations from Omaha to San Francisco, each inclusive, the last name being "San Francisco." Below "San Francisco" are printed the words—

No Stop-over Check given on this ticket. It is provided in the margin, "If June 27, 1872."

The conductor of a railroad train is not bound, is not permitted, to take the oral statement of a passenger in lieu of a ticket, nor in modification of the terms of a ticket. The conductor can accept nothing for the fare but the money, or a ticket which shall show the nature of the contract represented by the conductor.

It is fair to presume that the plaintiff can read, and that he had read his exchange ticket, and all its contents, before he arrived at Ogden and stopped over several days. The onus rested upon him to inform himself of the nature of the contract between himself and the defendant. The means of information were not merely at hand, they were in his own hands. He had the right to ride over the entire length of the defendant's road within six days after the 27th day of June. That was a contract which the defendant had a right to make. Two days after the expiration of this contract the plaintiff demanded its fulfillment by turning in his ticket.

But the plaintiff having refused to pay his fare, he was not entitled to the right of the defendant, by its agents, to put him off the train at the place where he was put off.

The defendant's counsel further moved for a nonsuit, as follows: "Fourth: The evidence shows that regulations which were reasonable, but were violated by plaintiff."

It is for the court and not the jury, to pass upon the reasonableness of regulations under consideration. It has already been held that they are reasonable. The defendant's counsel further moved for a nonsuit as follows: "Fourth: If the evidence shows that regulations which were reasonable, but were violated by plaintiff."

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M. G. MOORE, Agent.
62361

BRANCH OFFICE & LUMBER YARD,
along the line of the C. P. & U. P. R. R., U. T. & C. & N. P. R. R.,
PRINCIPAL OFFICE & LUMBER YARD,
ONE BLOCK SOUTH OF DEPOT,