

CARBON COUNTY TROUBLE IS OVER.

Fuel Company Enters Into Agreement With Striking Property Owners in Camps.

ALL MEN INVOLVED SIGN UP.

Company Agrees to Pay the Rents on The Disputed Holdings Six Months in Advance.

An agreement has been reached between the representatives of the striking coal miners and Vice President Kramer and General Manager Williams of the Utah Fuel company in reference to the evictions of strikers from houses they have built on land leased from the company. The company has agreed to pay the rents of the properties involved six months in advance, after which the owners have four months in which to remove the houses in the event that they are not sold. Before the houses can be sold, however, the owner must have the consent of the company. It is said that the men have to a man signed this agreement. Appraisers have been named satisfactory to both sides and the exodus has already commenced. This practically means the ending of the last chapter in the big coal strike of Carbon county.

THE AGREEMENT.

The agreement in full follows: This agreement, made and entered into this day of January, A. D. 1904, by and between George W. Kramer of Denver, Colo., party of the first part, and ——— of Sunnyside, Carbon county, Utah, party of the second part, witnesseth that:

Whereas, The party of the second part, the owner of a certain dwelling, being ——— situate upon certain lands owned by the Utah Fuel company, a corporation, at Sunnyside, in Carbon county, Utah, and has heretofore as the lessee of said company, held and occupied said premises with said dwelling; and,

Whereas, The said Utah Fuel company, on or about Nov. 30, 1903, caused the party of the second part to be personally served with a written notice of the rescission of said lease, requiring said lessee to, on or before Dec. 31, 1903, remove from its said premises said improvements, and to quit and vacate same, which said notice remains uncomplied with; and,

Whereas, The said Utah Fuel company has brought, or is about to bring, an action against the party of the second part for such unlawful detention of said premises; and,

Whereas, In order to obviate such litigation, the party of the first part has proposed:

First—That he will pay to the party of the second part the sum of ——— dollars for the rental of the said dwelling and adjacent buildings appurtenant thereto for a period of six (6) months, beginning on Jan. 16, 1904, and ending July 15, 1904, with authority to sublet such leased premises during said term to whomsoever he chooses, the party of the second part to waive all claims and damages for waste and injury of such leased property, except

as against such sublessees in actual possession and occupancy thereof.

Second—That said improvements are to be removed from the lands of the said Utah Fuel company before Nov. 1, 1904, unless sooner sold subject to the written approval of the general manager of the said Utah Fuel company to some actual employee of said company in pursuance of the regulations of said company hereby assented to, limiting the use of its lands and premises to its actual employees or other persons so approved by said general manager.

Third—That after July 15, 1904, and until Oct. 31, 1904, the party of the second part, subject to such regulations of said Utah Fuel company and such consent of the general manager of said company, shall be at liberty to lease said improvements to employees of said company or other persons so approved by said general manager.

Fourth—That in the event of the failure of the party of the second part to dispose of or remove from the premises of said company said improvements as hereinbefore set forth, the party of the second part shall forfeit to the party of the first part all of said improvements, and the party of the first part shall be entitled to the possession thereof on Nov. 1, 1904.

Fifth—That the party of the second part, subject to the provisions of this agreement as hereinbefore set forth as to the rental period and as to the approval of the said general manager, may, at any time before Nov. 1, 1904, sell or remove said improvements from the lands of said company upon paying and refunding to the party of the first part ratably such portion of the advance rents paid as aforesaid as will ratably cover the unexpired portion of said rent period at any time when the party of the first part of his sublessees shall, by virtue of such sale or removal, part with the possession thereof.

Sixth—That the party of the second part, subject to the provisions of this agreement as hereinbefore set forth as to the rental period and as to the approval of the said general manager, may, at any time before Nov. 1, 1904, sell or remove said improvements from the lands of said company upon paying and refunding to the party of the first part ratably such portion of the advance rents paid as aforesaid as will ratably cover the unexpired portion of said rent period at any time when the party of the first part of his sublessees shall, by virtue of such sale or removal, part with the possession thereof.

Whereas, The party of the second part has accepted said proposal.

Now, therefore, In consideration of the premises and of the payment to the party of the second part of the said sum of ——— dollars, the receipt whereof is hereby acknowledged, the said party of the second part do hereby agree to, on or before January 15, 1904, deliver up to the party of the first part the possession of the said premises, and with the provisions of said proposal.

It is further mutually agreed and understood that the said Utah Fuel company uses its said premises as a part of its plant and for the convenience of its actual employees, and that the certain lease heretofore held by the party of the second part to said premises from said company, was, on Dec. 31, 1903, extinguished and rescinded, and that this agreement is based upon the agreement of said party of the first part as vice president of the said Utah Fuel company to waive a present forfeiture of such improvements by reason of the default and failure of the party of the second part heretofore to comply with the regulations of said company as expressed in its lease of said premises.

In witness whereof the said parties have hereunto set their hands and seals on the date in this agreement first written.

CITY MARSHAL IN JAIL.

The arrest of City Marshal Price of Scofield, charged with contempt of court, precipitated indications of a bad riot in the coal camp on Saturday. This time it was not the strikers who threatened to shatter the peace and dignity of Scofield for merchants, miners and other reputable citizens were in the crowd that demanded the release of the official. He was released. It appears that about three weeks ago the marshal inadvertently accepted \$20 for a fine imposed on a prisoner, when he should have collected \$25.

Ayer's

What would you do the next time you have a hard cold if you couldn't get Ayer's Cherry Pectoral? Better think this over.

See. 80c. \$1.00, Sold for 80c.

Made by J. C. Ayer & Co., Lowell, Mass. Sole manufacturers of
AYER'S HAIR VIGOR—For the hair. AYER'S PILLS—For constipation.
AYER'S SANSAPARILLA—For the blood. AYER'S AGUE CURE—For malaria and ague.

Cherry Pectoral

He was arrested and brought before Justice Kirkendall, who promptly sentenced Price to 12 hours in jail and to pay a fine of \$50.

Then it was that the populace arose and threatened to break into the jail and scatter the walls of that house of correction all over the snow-clad hillsides of fair Scofield. Capt. Call of company E prepared to prevent trouble but his services were not required as the justice promptly ordered the immediate release of the marshal.

BARRED FROM POSTOFFICE.

The coal miners at Sunnyside who are out on strike are making vigorous protest, because they are not allowed to go into the town to the postoffice for the purpose of securing their mail. The matter will in all probability be laid before the federal authorities.

Joseph E. Patrick, a representative of the miners, is responsible for the statement that the road leading to the postoffice is maintained out of the county road fund and is the only means of reaching the postoffice. As the Utah Fuel company has drawn a dead line around the camp none can enter without a written permit.

THE CITY ANSWERS.

What it Has to Say in the Alcatraz Paving Case.

Salt Lake City has filed its answer in the suit brought against it in the federal court by the Alcatraz Asphalt Paving company, in which all of the material allegations of the complaint are denied and judgment is asked against the paving company for \$6,800 as a forfeiture for failure to complete the paving within contract time.

In its complaint the paving company sought judgment against the city for \$7,850, which amount was deducted from the contract price for the paving of west Second South street, from First to Sixth West streets, and Third South street from State to West Temple, for failure to complete the work within contract time. In the answer City Attorney Day alleges that the company took 233 days over contract time to com-

plete the work. In passing the final estimate the city deducted \$7,850 from the company's money, which, at \$30 per day, was 157 days of the overtime. The city now asks judgment for \$6,800, the balance due for overtime.

PERSONALS.

J. B. Cosgriff has gone to San Francisco on a 30 days' trip.

Inspector Sharp of the postoffice department has returned from a California trip.

Glen Miller is convalescing from his severe rheumatic attack, and expects to be out this week.

Mr. Henry Siegel continues very ill in New York, and his two sons have been summoned east by telegraph.

Mr. Sol Siegel and Captain S. J. O'Brien of C troop, Utah national guard, have arrived from the east, and the captain will shortly assume his military duties.

Miss Grace Bettles, daughter of Mr. and Mrs. A. J. Bettles, has gone for Los Angeles, after having spent the holidays at home, to resume her studies at a young ladies' seminary there.

Col. John W. Donnellan, ex-cashier of the Commercial National bank of this city, came in from Sacramento Saturday and registered at the Kenyon. Mr. Donnellan expects to remain here for several days.

Mr. and Mrs. Siegel have returned from an extended stay in New York, and are at the Knutsford. They expect to leave early in the week for California, where Mrs. Siegel will remain until June, returning then to Salt Lake.

E. J. Jolly, formerly manager in this city of the Pacific Board of Underwriters, and for the last two years with the Tyson general fire insurance agency of San Francisco, is visiting in this city. Mr. and Mrs. Jolly now have their home in Oakland, where Mrs. Jolly is singing in the principal Presbyterian church. Her many friends in this city will be pleased to learn that her health has materially improved since removal to sea level.

"YOUNG CORBETT" WILL FIGHT BRITT

Definite Arrangements Have Been Completed—Corbett Concedes Everything.

WEIGHT 130 POUNDS AT 6 P. M.

Bout Will Probably Take Place Latter Part of February—What Experts Think of It.

"Young Corbett," champion featherweight of the world, has finally agreed to fight Jimmy Britt, the San Francisco lightweight, who has frequently been mentioned as a possible candidate for championship honors in that division of the game. It is safe to say that this match will occasion more interest in the pugilistic world than any previous lightweight contest in many years.

The meeting of the two fighters was brought about at Harry Corbett's place in San Francisco, and in a little over one minute the arrangements, with the exception of selecting the exact date, were settled. Corbett made many friends by showing that he was not only not afraid of Britt, but that he was really anxious to fight him, but whether it was a wise move on his part is open to dispute. Corbett allowed Britt to dictate terms. At first he held out for 125 pounds, but Britt wanted 130. To this the champion finally agreed. They will weigh in at 6 o'clock on the evening of the contest. Eddie Grange will referee the fight. Just what club will get the match is not known yet. The board of supervisors have not as yet granted any club a permit to pull off a fight in February, but it looks as if the Hays Valley club will get the plum. Manager Corbett says the club will give the fighters a bid of \$20,000, but both Corbett and Britt would rather have a percentage plan. They will split the purse, 50 per cent to the winner and 50 to the loser.

A great many ring followers here and on the coast think that Corbett can beat Britt, and of course, there are some who think Britt will have all the best of it. A Salt Lake fight fan, who has seen both boys fight, says the "News" this morning:

"Put down a few simmons on the little Denver scrapper. Britt may be a tough proposition but he hasn't the physique that Corbett. He hasn't any harder punch and in ring generalship he don't come within two city blocks of Corbett. The little champion will win, sure."

On the coast opinions differ somewhat. "Spider" Kelly says:

"I can't figure how the kid is going to beat Jimmy. He may be a better boy than I have hoped, but for heaven's sake don't forget that Britt is better than a raw hand. And if Corbett can beat him

FROM FOUR STATES.

Testimony to the Efficacy of the New Skin Cure Dandruff Treatment.

James C. Rowe, of Livingston, Mont.: "Herpicide cured my dandruff and stopped my hair falling."

Orange McComb, St. Anthony, Ida.: "Herpicide cleaned my scalp of dandruff and made my hair soft as silk and glossy."

W. H. Otis, barber, Champaign, Ill.: "I used Herpicide on one customer for dandruff and on another for falling hair with excellent results."

P. W. Woody (assistant postmaster), Champaign, Ill.: "Herpicide completely stopped my falling hair."

J. Bentley, Sheridan, Wyo.: "Herpicide excellent for cleaning the scalp. Sold by leading druggists. Send 10c. In stamps for sample to The Herpicide Co., Detroit, Mich. For sale by Z. C. M. I. Drug Dept."

then he is a more wonderful fighter than Terry McGovern was when the latter was at his best, and that is saying a great deal, even for so wonderful a fellow as the champion."

On the other hand, there is Tim McGrath, who is considered about as good a judge of pugilistic timber as there is on the coast. He says:

"When the little champ beat Hanlon so decisively it left no room for further argument in my mind as to which is the best, Corbett or Britt. I would rather see him fight Britt a dozen times than fight Hanlon once. He takes greater chances battling with Eddie than he does with Britt, and when I heard he was anxious to clash with Jimmy I advised him making the match. He will win, barring an accident, to a certainty."

Biddy Bishop's opinion is worth something even if he did engineer a fake bout in this city:

"Britt can hit as hard as Corbett, while on the other hand the champion can put Jimmy away in a punch if they happen to land on the right spot. Corbett's entire record shows that he has won most of his battles by the knockout route, and a fighter of that caliber is always dangerous at any part of the journey. It will be a great battle, however, and a hard one to pick."

The little Donverite has gone to the Catalina islands for a couple of weeks' rest, and then he will go into training for J. Edward Britt, Harry Tuttle, who has trained Corbett for all of the champion's big fights, left for New York today. He will return in time to train his man for the big fight.

MCCARTHY GETTING READY.

Matched to Meet Otto Seiloff Sometime Next Month.

Jerry McCarthy is already in fine trim for his proposed bout with Seiloff, the Chicago welterweight fighter. His daily workouts are being witnessed by a number of Jerry's admiring friends and he generally shows them something worth seeing. He does fancy rope skipping, bag punching and then goes the four rounds each with a young boxer named McCoy, Kid Price and Ray Barney. His bouts with the latter are usually fierce as they go at it hammer and tongs, and frequently there is a knockdown. The boys have made many friends by the quiet gentlemanly way they conduct themselves. Just as soon as definite arrangements can be made, Manager Kelley will wire tickets to Seiloff and his manager.

RIFLE CLUB SHOOT.

Highest Score Was Eighty-Seven, Made By Hirschvogel.

Hirschvogel made the highest score at the rifle club range in yesterday's weekly shoot. He ran up a score of 87, a mark not equaled by any other marksmen of the day. The individual score follows:

	1	2	3	4	5	6	7	8	9	10	Total
Johnson	79	72	73	77	75	78	72	73	72	73	735
Van Arman	81	84	73	71	77	77	72	73	72	73	735
Cowan	85	89	89	89	84	81	84	81	81	81	815
Letchford	74	80	80	78	72	73	73	73	73	73	735
Hirschvogel	81	78	78	87	72	73	73	73	73	73	815
Hirckson	82	72	72	81	86	68	71	68	71	68	715
Weatherson	61	69	69	68	68	68	68	68	68	68	685

OUTLOOK DISCOURAGING.

Looks as if Pacific National League Were a Thing of the Past.

It really begins to look as if the Pacific National Baseball league were a thing of the past. The attempted desertion of Spokane and the probable desertion of Seattle has raised havoc with the plans of the league managers, and at present the fans don't know whether there is a league or not. Just as often as Dugdale denies the charge that he is going to the outlaws, the charges are renewed.

There is considerable talk of organizing an intermountain league with Salt Lake and Ogden in it, but nothing of a definite nature has been decided upon. In fact, the league officials are just waiting, waiting.

Dugdale Gets Park.

Seattle, Jan. 9.—D. E. Dugdale announced today that he and his associates had purchased Athletic park for \$20,000, thus insuring him a place to play ball next season right in the heart of the city. This is the same park Dugdale used last year.



You Can Never Forget The Flavor. Tree Tea Has Been the Popular Flavor of Utah For Years and Years.

SOCIAL AND PERSONAL.

Mr. and Mrs. R. C. Hill have returned from California.

Miss Rita Powers is expected to return home this week.

Dr. and Mrs. Dencher have gone to Europa where they expect to remain for the next year.

Mrs. J. C. Hanchett will entertain the Card club next Wednesday afternoon.

A leap year party will be given at the Ladies' Literary club next Friday night, the hostesses to be among the well known young society girls, and matrons of the city.

Tonight at Unity hall the regular meeting of the Unity club will be held. The program to consist of the following: A paper on "Gregory VII, the Pope and the Emperor," by Mrs. Arthur H. S. Bird; Frederick Barbarossa, and the Legend Connected with Him," Miss Elizabeth Bain; Victor Hugo's "Les Burgraves," Miss Estella K. Watson. The musical numbers of the evening will be given by Miss Emily Larson.

On last Thursday evening a most enjoyable social was given by Mr. and Mrs. Andrew Jensen at their residence, 14 north Second West street, to the presidency of the Third quorum of Regents, to which Mr. Jensen belongs, and also to a number of their most intimate friends. The evening was spent delightfully in social pastime and viewing sketches of different scenes which Mr. Jensen had visited on his missionary trips gathering historical and genealogical facts. Delicious refreshments were served by Mrs. Jensen and assistants, and the evening was a most enjoyable one.

Mr. Arthur Shepherd

has moved his piano studio to room No. 3 Hooper & Eldredge Bldg. No. 49 Main St.

Hat Sale Now On.

\$5.00, \$4.00 and \$3.00 HATS for \$1.00. Made by the best makers. BROWN, TERRY & WOODRUFF CO.

Simple Colds.

Cease to be simple, if at all prolonged. The safest way is to put them aside at the very beginning. Ballard's Horehound Syrup stops a cold and removes the cause of colds. 25c and 50c bottle at Z. C. M. I. Drug Dept.

GARDNER DAILY STORE NEWS.

Orders by Mail Promptly Filled at Sale Prices.

GARDNER DAILY STORE NEWS.

The Rush Is On!

Economical people are coming from far and near to partake of the Most Phenomenal Clothing Bargains of the age, and share the benefits of this \$100,000.00 worth of Seasonable and Reliable Merchandise, which we are closing out at next to nothing prices.



Takes Your Choice of Nearly 3,000 of This Season's \$15, \$18, \$20, \$25 and \$30

Suits and Overcoats

THE MOST SENSATIONAL PRICE SMASHING this store has ever indulged in started today, with a Greater Stock of Goods, and Prices Cut Deeper than ever before, affording you an opportunity to select from nearly 3,000 of this season's most stylish \$15.00, \$18.00, \$20.00, \$25.00 and \$30.00 Suits and Overcoats at the trifling price of \$10.00—actually less than manufacturer's cost of any of them. Then there are great assortments of Men's Pants, Boys' and Youths' Overcoats and Suits, and many other Winter Wearables at remarkable reductions from our regular low prices. We are determined to clear out this season's stock before the season is over, and have made prices which will accomplish that end in the shortest possible time. It's your chance to get Good Clothes for next to nothing, and the sooner you come the better the choosing will be.

\$1.00 Takes the choice of .75 dozen \$2 and \$2.25 Soft Shirts.

50c Takes the choice of 50 dozen 75c, \$1.00 and \$1.25 Stiff Shirts.

\$1.75 Takes the choice of 60 doz. \$2.50, \$3, \$3.50 and \$5 Hats.

The Greatest Clothing Bargain of the Age

One Price

J. P. GARDNER

136-138 Main St.

Orders by Mail Promptly Filled At Sale Prices.

Sale Continues Tomorrow and all Week.