TROUBLE AT THE POLL.

The Charge of Bribing a Voter at the Recent City Election.

FITZGERALD BEFORE THE COMMISSIONER.

The Defendant is Bonharged, His Explanation Being Deemed a Reasonable One.

The first of the batches arising out of election day was ventilated in Commissioner Norcross's court yesterday afternoon, when Frank Fitzgerald, a fireman of the local fire brigade, came before the commissioner on a charge of offering a corrupt reward to Gorman, in the fourth precinct. Attorneys Glenn and Anderson represented the defendant, and County Attorney Murphy appeared to prosecute.

The complaining witness was William S. Hyndman of H street, and his testimony was to the effect that on election day he was standing at the north precinct polling place. Defendant came to the place with Gorman and spoke to the latter and to Hyndman and others, and Hyndman heard him say: "I want it for." Then Fitzgerald went down to the polls and put down Gorman's name for voting. What he did not say how much cash went between Gorman, but it was in small coin. Gorman then took his place in the voting booth and after voting threw a street lamp dropped out of the line. Fitzgerald at once went to him and insisted that he should remain in the line.

Byron Gray testified that he stood in the line of voters, and was about three feet behind Gorman. He saw the latter come out of the line, when Fitzgerald came up to him and said: "Get back into the line, to— the— you. What did you take the money for if you won't going to vote?" After being remonstrated to this pleasant manner, Gorman

RETURNED HIS PLACE IN

the line.

Jack Bolton corroborated the preceding witnesses.

Joseph Patrick, a boy, said that on election day, for which he got 50 cents, he was at Sorenson's, and while standing there, he saw Fitzgerald and Gorman talking, and saw the former give the latter some money. He could not tell his amount, but did not observe what he gave Gorman.

A. Hughson, a brother of the complaining witness, testified to having seen defendant and Gorman talking at the polling place last Monday. What he attracted my attention was when Gorman said, "Well, you give it to me for me." Then Fitzgerald put his hand in his pocket and remarked, "I will see that you get it," and handed Gorman some money. I heard a click, but did not see it. I did not hear anything said as to what ticket Gorman would vote.

County Attorney Murphy here stated that Mr. Gibbs, a witness for the prosecution, was ill, and he would therefore have to ask for a continuance.

Mr. Glenn—Is that what you expect to prove by him and we will admit it.

Mr. Murphy—County Marshal Canfield can get that information.

E. Cannon—Mr. Gibbs told me that he was tried to get out of the line, but Fitzgerald came and said, "Get in there, good d—n you. You have got to vote. What did you take the money for if you didn't want to vote?"

Mr. Glenn—Of course we will admit Mr. Gibbs will testify to that or anything else that is asked him.

The prosecution rested, and the defense called to the witness stand the defendant Fitzgerald.

Frank Fitzgerald took the stand. He testified—I reside at the corner of Fifth South and State streets. On election day I was over at the Fifth precinct, when I met Gorman and another man. Gorman said he wanted to vote in the Fourth precinct. I got a carriage and drove them up to the polling place and was going to return. Gorman was one of the first to get out. I intended to return the carriage down town at once I wouldn't wait for him. Then he asked me to give him street car fare, and I gave him 20 cents to pay for himself and two friends. Right after Gorman started to get out of the line, and I asked him why he did not vote, and he couldn't wait for the line or been to vote, and I told him to go back. It would only take him a little while to get to the polls. That is what I said to the man.

Edward Hayes—I went up to the Fourth precinct with Gorman, Fitzgerald and another man on election day. While we were near the Rev. I saw Fitzgerald give Gorman four dollars to go and vote for him.

Mr. Murphy—Did you hear Fitzgerald say anything about you riding down on the cars?

Witness—No.

Q—Did Gorman say he wanted to ride down in the carriage?

A—No.

Q—Did he ask Fitzgerald for car fare?

A—No sir.

John Gorman was next called. He said that he went up to the Fourth precinct to vote, and Fitzgerald simply gave him four nickles for himself and two friends to ride down on. After getting to the line he started in town, when Fitzgerald came up and insisted that he should remain there.

This being the conclusion of the evidence the commissioner discharged the defendant, the explanation given appearing to him to be a reasonable one.

Sunday School Union.

The meeting of the Sunday School officers and teachers of Box Elder held Monday evening, Feb. 15, was well attended. Nearly all of the city schools, and Union and Mill Creek schools, were represented, Stake Superintendent T. C. Griggs presided.

The excellent musical exercises were rendered by the Eighth Ward Sunday School choir, led by Prof. John M. Chamberlain.

Professor Willard Done delivered an instructive lecture on "The Bible as a Text Book." In following the study, the teacher should make his class acquainted with the chronology of the Old Testament Bible, with the history of its translation and compilation, and the arrangement of its general divisions. The study of the Old Testament should be divided into subjects, as the historical, as for instance the books of Genesis, Exodus, Kings, etc.; the prophetic, the books of Isaiah, Ezekiel and the rest; and the didactic, as the Proverbs, and like books of instruction and doctrine. Lessons may be given in the form of lectures, presented by the teacher, and followed by systematic catechisms. But the speaker recommended as a much better plan, the assigning of a lesson a week in advance to a few or all the members of the class, and have the members assigned such a certain portion of the lesson to speak upon before the class. The advantages of this method is that the students will better remember those things which they have themselves learned by self-preparation, and afterwards hold it to others. In taking up the New Testament history, the Life of Christ should be the principal object sought. In the study the Sunday School Leaflets should not be used exclusively, as the study would be fragmentary. The teacher should prepare himself and be able to fill in with the latter named information, so that the study will be complete. In presenting any study, either from the Old or New Testament the teacher should not only explain the peculiar conditions that called for the different laws given by Moses, or the parables and instructions of the Savior, but the principles underlying the doctrines, so that the people will better understand the lessons and studies as they are presented to them. Teachers should avoid all subjects that are too difficult for their pupils to thoroughly understand, particularly avoiding all controversies. The speaker earnestly urged the necessity of earnest application on the part of the teachers to thoroughly inform themselves upon the lessons they teach, as they are efficient workers. No one was exempt from time and labor to the life studies continue to teach.

Elder Joseph Hyde sang, "How prepare, all is well."

Elder William Brunyon delivered a short address upon "Preaching, the Source and Culture." The perceptive faculties should be quickened and cultivated and trained in youth, as the success of the future depends upon the correct conception and perception of the duties, amenities and pleasures of life. Applying this principle to Sunday schools, it was very essential that teachers should present lessons in such a way that the children will fully comprehend the instructions they give. The object lessons with simple illustrations, picture charts, etc., and those call in the aid of all the faculties of the mind in imparting instruction.

Assistant Superintendent Hyde called attention to a "Monday School Leaflet," especially prepared for the use of the officers and teachers of this State, sent free to all schools.

Assistant Superintendent W. C. Burton stated that the annual statistical reports of our Sunday Schools had already been received from Mexico, Canada and several other provinces, and it is scarcely half of the ward reports of this Stake had as yet been received. He especially requested that the reports be forwarded to the secretary at once.

Superintendent Griggs desired that all who could conveniently do so, attend the Union meeting, but urged teachers and superintendents could not attend, none of the information presented would be found in the published minutes.

Benediction was pronounced by Superintendent John N. Pike, of the Nineteenth Ward, and the meeting adjourned for one month.

The Ninth Ward Sunday school will furnish the singing exercises of the next meeting, and the programme will be announced later.

JOS. RIVER PARRY, Sec'y.

Notes From Arizona.

"Old Settler" writes as follows from St. David, Arizona, under date of February 1, 1892:

This portion of country during the past year has undergone a great change, and I trust for the better. There were no crops raised with former years, and still there is double the quantity of water in the river. Every acequia is full, and there is water to spare. Every one is busy plowing and planting, and everything looks well for a bountiful harvest.

Last year the crops were a failure, caused by the dam in the river washing out. We began to build another, and started on July, and the consequence was a dam of crops.

This dam is a huge affair, and has cost a large sum of money. The structure is 240 feet long, 70 feet wide on the bottom and 32 feet high. It is supported by five rows of piles, and timers are filled in with brush and rock. There are two abutments (one either side) which extend for some few rods. These are built about six feet higher than the main dam. The water is backed up and thus on a capital of about $6000—an extensive piece of work for so few to undertake. The "St. David Dam" has been the wonder of the surrounding country.

We have now an abundant supply of water for present needs and some to spare for those seeking to make homes among us. The climate is delightful, productive, the climate pleasant and healthful, and the country bids fair to become fruitful and prosperous.

We have had some winter fairs and on the night of the 5th inst. there was a fall of about three inches of snow. There is more snow in the mountains than has ever been known before, and five times as much water in the river as when we first came here in 1877.

We are now settled, and can accommodate them. Our schools can receive many more pupils.

In the year 1879 Brother Easton from Logan came here. He had with all sick with fever and ague. He established the place and said that would be a healthy location, and God has surely made his word true. He said then the time would come when the San Pedro would be settled from one end to the other by Saints, and we look for the literal fulfillment of that prophecy.

Personal.

Ex-Mayor Kissel, of Ogden, is at the Cullen.

George B. Kent, of Chicago, is registered at the Knutsford.

Byron De Witt, of Helena, Mont., is in town and at the Continental.

John Pratt, an Ogden contractor, and wife, are stopping at the Knutsford.

Chas. T. Call, Salt Lake attorney, has returned from California where he left his wife for the benefit of her health.

Dr. E. Cullen, Salt Lake physician of the Utah State Grazers' Association is at the Walker House.

W. S. Hammond, agent of the Chicago & Northwestern has returned from an extended eastern trip.

Mrs. Dr. Benedict, a well-known and successful practitioner of this city, has returned from Omaha to which place she went to attend the Trans-Mississippi Congress.

Mrs. C. B. Allen left for Shoshone, Idaho, this morning.

John Fitzgerald, of Milwaukee, is at the Knutsford.

A. G. Mosley, of Rock Springs, is at the Cullen.

The many friends of E. B. Critchlow will be pained to learn that he is suffering from a severe attack of pneumonia.

THE BOWMAN CASE.

County Attorney Murphy Files an Opinion on the Question

AS TO THOSE SO-NATURED.

Bowman May be Held to the Contract by the City and County.—A Bondsman Withdraws.

County Attorney Walter A. Murphy has delivered the following opinion in the county court in the Bowman bond case: "I receive no written motion nor evidence you have taken, and express no opinion upon it. It is for yourselves and the city contractor at this time to be the judges of whether the signatures of any of the sureties are genuine or forged, and if forged whether the principal should be held liable for the forgery of such signatures with the fact that any of them were not genuine at the time when he tendered the bond to the city and county. It is conceded that the city and county never had any notice from any surety or on behalf of any surety that he intended to limit his liability to any amount less than the full amount of the bond, nor of the fact that any surety had stipulated that he would become a surety only on condition that certain other parties would become co-sureties.

It is also conceded that no notice was ever given to the city or county of the denial by any party of the genuineness of any signature until several months after the bond had been accepted. Therefore, if in fact some of the signatures are not genuine the bond is nevertheless valid and collectable against such of the parties as actually signed it. The written contract itself stipulates that it shall not be of any binding force or effect against the city and company until a bond for its faithful performance, with approved sureties, shall be given by contractor.

"Therefore, notwithstanding the written contract was executed by all within period in the tender and acceptance of the bond, the execution of the contract was not complete so as to be binding against the city and county, of which and until the bond was given, and if it be a fact that some of the signatures are not genuine, then the tender of the bond was such a fraud on the city and company as warrants them in treating the contract as vitiated by fraud and as voidable. This would be the case in any event, even if Bowman himself could not have positive knowledge that any of the signatures were forged. Under such circumstances it would be culpable, though not a moral fraud. Bowman would be bound to know whether the signatures were or were not genuine. The law would charge him with the duty of knowing. I further advise you that if some of the signatures are not genuine either the city or county may decline to be bound by it, notwithstanding that the other of them may desire to ratify the contract, and proceed with the work, but that fact alone, of course, has no right to rescind the contract on account of such forgery. He may be held to the contract as to the rights of the city and county. If, in fact, the signatures of some of the apparent sureties are forged, and the city and county desire to avail themselves of that and treat the contract as vitiated by fraud, the only and county may either bring a suit to obtain a cancellation of the instrument on the ground that it was obtained by fraud, or may discharge Bowman, and if he should sue for damages for breach of the contract, demand as the ground of such fraud. But even though the County Court and City Council should conclude that the signatures in question are not genuine, the city and county are not under legal obligation to avail themselves of their right to treat the contract as fraudulently obtained. They may proceed under the contract.

"In my opinion, however, it would not be safe to do so, either in point of law or in point of fact, without giving the bowman to furnish a new bond with good and sufficient sureties. I speak now upon the assumption that some of the signatures are forged. While I have said those whose signatures are genuine would be bound as sureties for breach of the conditions of the bond according up to the time of notice given of the forgery to the city and county, it is not so clear that they would be bound, should Bowman be permitted to proceed with work under the contract, for any breach of the conditions occurring after such notice. I suppose that I am warranted in saying to the legal questions involved in the case. You have followed the enunciated by authorities, and in my opinion, under the circumstances of your case, Bowman should