

# THE DESERET NEWS.

TRUTH AND LIBERTY.

No. 17.

Salt Lake City, U. T., Wednesday, May 9. 1888.

Vol. XXXVII.

## ESTABLISHED 1850. DESERET NEWS: WEEKLY.

PUBLISHED EVERY WEDNESDAY.  
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## DESERET NEWS: SEMI-WEEKLY.

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## EVENING NEWS:

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THE DESERET NEWS CO.,  
SALT LAKE CITY, UTAH.

FROM TUESDAY'S DAILY, MAY 1, 1888.

### The New Sexton.

In an advertisement in another part of the paper the new city sexton, Mr. Robert Patrick, informs the public of this city that he has established his office at 253 E. First South Street, where he can be found by all who wish to transact business with him. The office is in the establishment of undertaker Joseph E. Taylor, Mr. Patrick's official predecessor as sexton.

### An Incomplete Notice.

We are in receipt of a communication in the nature of an obituary notice of Mary Gibbs Bigelow, written by L. B. Young, but the missive contains no clue to either the date or place of death, or the address of the writer. The parties and particulars are unknown to us, hence the notice does not appear.

### Concert Tour.

This morning we received a pleasant call from Prof. Joseph Heine, the blind violinist, who was accompanied by his wife and daughter, Miss Evelyn. They have just returned from a concert tour through Sanpete and Sevier valleys, and express themselves as highly gratified with the reception they met with everywhere. No doubt their audiences were also pleased, as the entertainment which they give is well calculated to produce that result. They are very appreciative of the hospitality tendered to them in the various settlements which they visited, and they named a number of individuals whom they specially remembered in this regard.

It is their intention to give a concert in Tooele and perhaps in Grantsville, at an early date.

### THE CHURCH CASE.

#### Mr. Peters Digging after Property Sold by the Church.

Mayor Francis Armstrong was before Examiner Sprague to-day as a witness in the suit of the United States against the Church. He was subjected by District Attorney Peters to a long cross-examination regarding the \$45,000 worth of street railroad stock purchased by him from the Trustee-in-Trust. He was interrogated frequently as to where he obtained the money with which to make the purchase, and replied that he obtained it in his general business and from various sources. Further than this he declined to make any statement.

Mr. Peters then switched off to the purchase from the Trustee-in-Trust, by Mr. Armstrong, of some herds of sheep. This transaction also took place about the first of March, 1887. Part of the sheep were in Southern Utah, and Mr. Armstrong received an order from President Taylor for the delivery of the sheep. This he was asked to produce, but declined, saying it was his private business affair, and he did not care to surrender his private papers. For 15,000 sheep purchased he had given his note for \$30,000. This was taken up when he sold the sheep for \$31,500.

The next item Mr. Peters inquired about was the purchase by the Blackfoot Stock Company of some cattle from the Trustee-in-Trust, in February, 1887. Mr. Armstrong was closely questioned about this, but did not

know any particulars of the transaction, as the business was done by the company's manager, the late Feramorz Little. Mr. Armstrong did not know whether or not the company had purchased any horses from the Church.

The witness was questioned as to his purchase of a piece of real estate from the Church. This property is situated north of Z. C. M. I. general store, East Temple Street, and is 27x165 feet. The price paid was \$250 per foot. Mr. Armstrong gave his note, secured by a mortgage on the property, payable in one year. The purchase price had not yet been paid, as the note had not been presented, although it was overdue.

Mr. Peters then switched back to the street railroad stock, and asked, "Now, Mr. Armstrong, can you tell where you received that \$35,000 which you paid to John Taylor?"

Mr. Armstrong—I can, but I don't propose to, any further than I have done.

Mr. Peters—Do you decline to answer?

Mr. Armstrong—I got it in a general way in my business. That I told you.

Mr. Peters—Where did you get the \$10,000 with which you made the first payment to L. John Nuttall?

Mr. Armstrong—I don't propose to tell you that.

Mr. Peters—Where did you receive the \$10,000 with which you made the second payment to L. John Nuttall?

Mr. Armstrong—I don't propose to say anything more about it than I have done.

Mr. Peters—Do you decline to answer?

Mr. Armstrong—I got it from various sources in my business.

Mr. Peters—What did you get when you sold your interest in the mill?

Mr. Armstrong—I don't propose to answer. That is none of your business.

Mr. Peters—Do you decline to answer?

Mr. Armstrong—I do; that relates to my private business, and has no connection in any way with this case. I will not answer that question.

Mr. Peters—We'll see if we can't compel you to. We'll test that matter.

Mr. Armstrong—Well, you can test it.

Mr. Sheeks—You can't tell specifically where the money came from to make those payments?

Mr. Armstrong—No, sir, I got it in my business.

Mr. Peters—Did any come from the Co-op?

Mr. Armstrong—It may have done; I do not know.

Mr. Peters—Do you decline to tell?

Mr. Armstrong—I do, except as I have told you. I got it in a general way in my business.

Mr. Peters—Will you refresh your recollection in those matters?

Mr. Armstrong—Not if I can help it.

Mr. Peters—Was not the street railroad purchase a mere sham, and that you were to hold the stock in trust?

Mr. Armstrong—It was not.

Mr. Peters—Was not the purchase afterwards rescinded by the Trustee-in-Trust?

Mr. Armstrong—It was not.

Mr. Peters—Was not a demand made on you for that stock, and were you not directed to hand it over to Bishop Preston, or some one representing the Trustee-in-Trust?

Mr. Armstrong—No, sir.

Mr. Peters—Do you not hold the real estate in trust for the Church?

Mr. Armstrong—I do not.

Mr. Peters—Was not that the understanding?

Mr. Armstrong—It was not.

Mr. Peters—Do you still decline to produce that order from John Taylor for these sheep?

Mr. Armstrong—I do. I will let you read it, but I do not want it put in evidence, so you can push it into print.

Mr. Peters—Why won't you produce it?

Mr. Armstrong—Because it is my private business.

Mr. Peters—Well, we'll give you till 3 o'clock this afternoon to decide to answer any questions.

At this point a recess was taken till 2 p.m.

This afternoon Mr. Armstrong was again placed on the witness stand. He said he wished to make a correction in his testimony. The purchase of the property on East Temple Street was made from George Q. Cannon, and not from John Taylor. He had got the transactions confused. The piece of ground was thirty feet wide, instead of twenty-seven feet. The original purchase was sixty feet wide, but one half of it went to Abraham H. Cannon, and Mr. Armstrong's purchase was in fact 30 x 165 feet.

Mr. Peters (looking at a memorandum) What is this transfer from Geo. Q. Cannon?

Mr. Sheeks—I object to that question. The attorney holds a memorandum which the witness did not make, and the deed is the best evidence of the transfer.

Mr. Peters—You may answer.

Mr. Armstrong—That is the land I bought.

Mr. Peters—You bought this 60 feet wide from the Trustee-in-Trust?

Mr. Sheeks—I object to the attorney continually misrepresenting the answers of witnesses.

Mr. Peters—You may answer.

Mr. Armstrong—I bought 30 feet wide, and made an error when I said Trustee-in-Trust. It was from Geo. Q. Cannon. Abraham H. Cannon and I bought together, and each took one half.

The witness further said he was in error in saying a mortgage was on the property. The note given had not been presented for payment; did not know how long Mr. Cannon had owned the property; did not know whether or not Joseph E. Smith sold it to Geo. Q. Cannon.

Mr. Peters—Is Joseph F. Smith a member of the Church of Jesus Christ of Latter-day Saints?

Mr. Armstrong—I believe he is.

Mr. Peters—Have you been served with a subpoena since the noon adjournment?

Mr. Armstrong—I have not.

Mr. Peters—I want that order from John Taylor?

Mr. Armstrong—Oh, I got rid of that.

With this the witness was excused and James Jack was called. He was on the witness stand when the News went to press.

FROM WEDNESDAY'S DAILY, MAY 2, 1888.

### A Fraternal Call.

Shortly before going to press this afternoon, we were called upon by W. J. Penrose, Esq., editor and proprietor of the *Mining Journal*, Butte, Montana. In the course of a very pleasant chat he gave a great amount of information of what is going on in Butte, particularly in relation to mining matters. Mr. Penrose will remain in this city some days. He was accompanied to this office by C. F. Annett, Esq.

### M. M. Sheets Will Answer.

This afternoon M. M. Sheets was brought down from the penitentiary, it being understood that he has decided to answer the questions propounded to him in the Church suit, and which he formerly refused to answer. He has been in prison upwards of a month. His case is expected to come up in the Supreme Court before the close of this afternoon's session.

### A Water Suit.

The case of Phebe T. Kimball et al., vs. Theodore Burmaster was being heard before Judge Boreman today. The plaintiffs claim that for upwards of twenty years a certain spring of fresh water that runs from a spring in Cooley's Lane, Grantsville, Tooele County, has been used on land belonging to the estate of the late R. P. Kimball, for irrigating purposes. They further allege that "on or about the 27th day of May, 1887, the defendant willfully and maliciously, and without right, took, turned and diverted the said water, and willfully and maliciously destroyed the ditch and dams, and willfully turned said water on to his own land." Damages to the amount of \$250 is asked by the plaintiffs, and as the defendant threatens to continue in his procedure, a restraining order is applied for to prevent his so doing. The defendant claims that about the 27th of May, 1887, the plaintiffs broke his ditch and used the stream of water in dispute, thereby damaging him in the sum of \$100. He further avers that he, and not the plaintiffs, held the right to the use of the water. Quite a number of witnesses are before the court, and the hearing has not yet concluded.

### Territorial Supreme Court.

The Territorial Supreme Court met at 2 o'clock this afternoon, all of the justices being present.

A long opinion in the case of The Societe des Moines, etc. vs. Richard Mackintosh was read by Judge Boreman, the decision of the lower court being reversed and a new trial ordered. Judge Henderson concurred with Judge Boreman as to the reversal of the action of the court below, but dissented to one of the findings of Judge Boreman, and filed an opinion to that effect. A third opinion was filed by Chief Justice Zane, dissenting from the order of the majority of the court.

### NEW TRIAL ORDERED.

In the appeal case of N. V. Jones and F. M. Treseder, Judge Boreman delivered an opinion that the defendants should have separate trials, and a new trial was ordered. Judge Henderson concurred and Judge Zane filed a dissenting opinion.

In this case the defendants were sentenced to three years' imprisonment, and bail pending an appeal was denied them by Judge Zane. They have served all but about eight months of their term, and now the action of the court at the trial is declared to have been illegal.

### AGAINST THE CHURCH.

At 4 p. m. Judge Boreman began reading the opinion of the court in the application of the Receiver, in the suit of the United States against the Church, asking that the fixtures, etc., of the Presiding Bishop's and General Titling offices, and about \$12,000 worth of other personal property, be turned over to him. The opinion is in favor of the Receiver and against the Church. It was concurred in by Judge Henderson. Chief Justice Zane dissented, and read a separate opinion. The court was in session when we went to press.

### TAKING TESTIMONY.

#### Further Examination of Witnesses in the Church Case.

As stated in last evening's News, Mr. James Jack was called yesterday afternoon as a witness in the suit of the United States for Church property. He testified in substance as follows: I did not negotiate with Francis Armstrong for the purchase of the street railway stock; after the negotiations were completed, I told him he could have the stock; the correspondence between Mr. Armstrong and Mr. Taylor was carried on through me, or at least a portion of it; I took his note for the amount; I could not tell you the exact date of the note from memory; I did not act as John Taylor's agent in selling the stock; I have none of that correspondence now, and it is some time since I saw any of it; it was towards the last of February when I first received information that the stock was to be transferred to Mr. Armstrong; it was between the 28th of February and the 26th of March; do not remember who told me that the stock was to be transferred to Armstrong; the transfer was made in the street railway office in the church office; Mr. Armstrong's testimony was to the effect that the note was \$45,000, but I had it in my mind that it was \$10,000—he however, should know most about it; the note was due 12 months from date; I acted as clerk for John Taylor until his death; I put the note in Mr. Taylor's mail, which was deposited in a box in the back office; I think I mailed other notes that day to President Taylor—I can't be positive whether it was the same day I deposited the notes of the Salt Lake Dramatic Association; they amounted to \$25,000, to the best of my recollection; there was also another note—that of John C. Cutler, given for Provo Manufacturing Co's stock, for \$12,000; don't know anything about the sale of sheep to Mr. Armstrong; he did not give me a note for \$30,000, and no negotiations were carried on through me for their purchase; if he said so, he was certainly mistaken; the Trustee-in-Trust owned over 1000 shares in the Provo Manufacturing Association; 500 shares were sold to John C. Cutler on his note; there was no collateral security to the best of my recollection; I presume the note was made payable to the Trustee-in-Trust; know nothing about the sale of any real estate; I never understood that the property next north of Z. C. M. I. was held by Joseph F. Smith as Church property during the years 1884, 1885, 1886, and up to the transfer in 1887; 1888, the Trustee-in-Trust held 3,500 shares in Z. C. M. I. which was worth in the aggregate \$280,000; do not know the exact date when the stock was disposed of; it was sold to H. J. Grant & Co.; they paid for it in cash, as I understand it for eighty per cent; could not tell just when the sale was made; the Trustee-in-Trust had none of that money on hand in March, 1887; the Church did not do any banking; could not tell you from memory where the money received on the \$280,000 of Z. C. M. I. stock went to; some of it was used to pay the hands on the public works—on the Temple, etc.; there was a large amount standing to their credit on the books, but I do not know how much it was; I do not know how much for me to say; I do not think the payments for the Z. C. M. I. stock were all made at once, but I think we got the entire amount within a month; just before the law disincorporating the Church went into effect, I received a power of attorney from Mr. Taylor to assign certain personal property to the different stakes; I think that was on the 28th of February; I had no personal knowledge of any of the property so transferred; the assignment in each case was made by telegraph or letter; it was made by telegraph where there happened to be an office and by letter where there was not.

This closed the proceeding for the day. A further hearing will be had tomorrow.

### LITTLE CHARLIE.

#### His Trial for the Murder of Chinese Mary.

In the trial of Ah Jung, for the murder of the Chinawoman Sun Yow, the prosecution closed its case today, and the taking of testimony on behalf of the defendant was proceeded with.

The claim of the defense is that Ah Jung, or Little Charlie, made a settlement with Mr. Wallace on Oct. 7, and came to Sandy next day. From there he came to Salt Lake on the Utah Central train. That was Saturday night, and he remained with a friend. On Sunday, the 9th, he went to Ogden by the Utah Central; that night he took the freight from Ogden to Evanston. On Monday morning he left Evanston, bound for Chicago. Before he left Alta he expressed his intention of going to New York. He bought a ticket only to Chicago, because he had not money enough to go through to New York. He was not at Alta, Park City, or Wanship on the night of the 9th, but at Evanston.

The prosecution requested that the witnesses for the defense be excluded from the room. This had not been done with the witnesses for the prosecution. The request was granted.

The defendant, Ah Jung, was the first witness. He walked up to the witness chair and smilingly took his seat. A Chinaman, Jim Ling was sworn as interpreter. Several times he and Little Charlie entered into animated discussions, in Chinese, regarding some of the questions asked by the attorneys, and frequently the defendant would laugh heartily. In fact, from his demeanor throughout no one would think that he took more than a passing interest in the case. He is about as lively as a cricket, and laughs whenever there is anything to laugh at. In giving his testimony, he said his name was Ah Jung, Little Charlie, or Chipmunk, "alike same." He said he had been in America eleven years, having lived in San Francisco; was 30 years of age; his occupation was a cook; came to Utah in 1881, and went to Silver Reef, then to Frisco, Salt Lake, Park City and Alta. He gave an account of how he left Alta on the 8th of October last, and came to Salt Lake via Sandy, staying in this city over night, and continuing his journey to Ogden and Evanston next day, and on to Rock Island, where he was arrested, brought back and placed in the penitentiary.

Owing to the session of the Territorial Supreme Court, an adjournment was taken till 4 o'clock, before Ah Jung had finished his testimony.

'THE MOSQUITO MAN'S FRIEND.—A lecture was recently delivered at Madras, India, on that interesting and familiar pest, the mosquito. The lecturer, Mr. H. Sullivan Thomas, asserts that it is only the female mosquito that does the biting. He considers the mosquito a most useful pest, seven-eighths of its existence being devoted to the service of men and only one-eighth to their annoyance. It exists in the larval state twenty-one days, and during that period engages in sanitary work with ardor and thoroughness. Wherever there is dirty water, wherever there is a filthy drain, there the mosquito larvæ are to be found in hundreds, voraciously devouring the contaminating matter.—*New Orleans Times-Democrat*.

### ESTRAY NOTICE.

#### I HAVE IN MY POSSESSION:

One sorrel MARE, 2 years old, 2 hind feet white; no brand visible.

If the above described animal is not claimed and taken away within 10 days from date, will be sold to the highest cash bidder, at the estray pound in South Jordan precinct, Monday, May 14th, 1888, at 2 o'clock p. m.

J. R. STOCKING,  
Poundkeeper.

South Jordan, May 4, 1888.

### ESTRAY NOTICE.

#### I HAVE IN MY POSSESSION:


One small bay stud HORSE, four years old, branded on right thigh like a wine glass upside down.


If damage and costs on said animal be not paid within ten days from date of this notice, it will be sold to the highest cash bidder at Peoa estray pound, at 10 a. m. o'clock on the 15th day of May, 1888.

Dated at Peoa Precinct, Summit Co., Utah, this 5th day of May, 1888.  
A. G. H. MARCHANT,  
Poundkeeper of said Precinct.


### ESTRAY NOTICE.


#### I HAVE IN MY POSSESSION:


One gray HORSE, about 8 years old, branded resembling  on left thigh, also

 on left hip.

One yellow HORSE, about 8 or 9 years

old, branded resembling  on left thigh,

also  on left thigh.

One blazed face sorrel HORSE, 6 or 7 years old, one glass eye, also one hind foot white, brand resembling  on left thigh.

If damages and costs on said animals be not paid within ten days from date of this notice, they will be sold to the highest cash bidder at my yard, at 2 o'clock, on the 15th day of May, 1888.

Dated at Ferron Precinct, Emery County, Utah, this 4th day of May, 1888.

JOHN E. KING,  
Poundkeeper.