The Great

SALE

Continues.

New goods are being opened daily from our immense stock that hitherto we had not room to show. Remember that

GROCERIES,
SHOES,
DRY GOODS,
NOTIONS,
CLOTHING,
HARDWARE, ETC.,

Everything goes. The great crowd seen in our store attest the genuineness of this great

Closing Out Sale.

Everything is Sold at

HALF VALUE.

PEOPLE'S EQUITABLE CO-OP,

7 & 9 Main St.

A

Terrible

Cut.

Knife Stashed Right Across the Face of the regular

Price

and

Cut in Half.

$50,000 worth of Staple Merchandise now being sold at less than 53c on the dollar of Eastern cost.

WHAT FOR?

To close out the entire stock of goods and go out of business.

Fixtures for sale Store for rent.

Goods new being sold daily. Hurry up. Hurry up.

No humbug but a real closing out sale at

People's Equitable Co-op,

7-9 Main Street.

Open for offers on lots.

JERSEY CATTLE.

I have a herd of 34 Jerseys, embracing some of the finest cows ever brought to Utah. Part of these cattle I desire to sell. All old stock are registered and all young stock are entitled to registration. Call at Forest Dale and make your selection, or write for particulars to

GEORGE M. CANNON.

Freed Furniture

AND

Carpet Company

30, 32, 34, 36, 38 E. THIRD SOUTH.

Cash or Easy Payment.

Especial Sale of

Refrigerators from $5 up.
Mantle and Folding Beds from $12 up.
Bedroom Suites $15 up.
Carpets from 20c per yard up.
Parlor Goods.
Summer Stoves from $1.25 up.
Portiers and Lace Curtains.
Baby Carriages.
Crockery Stoves and Lamps.

DESERET EVENING NEWS.

TUESDAY, JUNE 27, 1893.

FRAGMENTS.

THE annual concert of the union will be given on Pioneer square tomorrow or two days.

THE matter of raising the rate of municipal taxes will come up before the meeting of the City Council tonight.

THE Young Men's Mutual Improvement Association of Salt Lake stake will take an excursion to Garfield on July 11th.

CHARLES WILSON charged with stealing some ice boxes from the Republican Club meeting of Water county of last year appeared to ad account registration.

JAMES DON MCLEAN was to have a hearing in Commissioner Pratt's court some time this afternoon on a charge of disturbing the peace of Elizabeth Healy, a neighbor, by whom the complaint was taken out.

THE fire department was called out at 9:30 this morning in response to an alarm from in the rear of the premises occupied by Forrest & Co. for plumbers, on Second South street between First and Second south. When the "boys" got there the fire, which was caused in nothing bad, and been put out without loss.

ARTICLES of incorporation of the Silver Lake company have been filed with Territorial Secretary Reparts. It is a Provo company, organized for the purpose of building iron work and machinery, pipe fitting, etc., and the capital stock is $10,000. The incorporators are William A. Arthur J. William F. George J. and Mary F. Silver.

ANOTHER one of the "freaks wouldn't work" caused a collision of car 101 of the City street railway company and car No. 214 of the Rapid Transit company at the intersection of Fifth East and Seventh South streets at 9 o'clock this morning. As a result several passengers were considerably shaken up and frightened. Fortunately no one was injured. Both cars were coming in at the time of the mishap which resulted from the brake on the Rapid Transit car failing to work. The Salt Lake car was knocked completely off the track.

THE regular session of officers of the Lincoln Lyceum No. 1317, L. L. A. took place last evening at the Lyceum hall. The following named gentlemen were elected to the various offices for the ensuing term: For president, Fred A. Dugan; vice president, Albert E. Aspen; recording secretary, Fred Hopkins; assistant, Wm. Hale; corresponding secretary, Alfred A. Thomas; treasurer, Alexander E. Carr; sergeant-at-arms, Arthur Polcroft. The lyceum is in a prosperous condition. It has a membership of nineteen.

THE P. O. S. OF A.

A Ruling By Commissioner Pratt as to the Liability of Six Members.

HE FINDS FOR THE PLAINTIFF,

States His Reasons, and Cites Various Legal Authorities in Support of His Decision.

A decision of some importance to local friendly societies was rendered yesterday afternoon by Commissioner Pratt in the case of S. F. Fenton vs W. A. Stanton et al. An outline of the same was given in Monday's News, so far as time and space would allow, but here is the ruling in full:

The action is brought by plaintiff to recover from the defendants as members of an incorporated society known as the "Patriotic Order Sons of America" the sum of $145, balance claimed to be due plaintiff as a contract for wiring and furnishing fixtures for lighting the lodge room of said order.

The evidence shows that this order is divided into six distinct "camps." With the exception of Camp No. 6, all were governed by certain local constitutions, subordinate, however, to the constitution of the grand lodge of said order. Camp No. 6 had adopted for its local constitution the constitution of the grand lodge, and was working under and was subject to its rules and regulations. One of the articles in the constitution of each lodge reads as follows: "Each camp shall, at the date of initiation, elect three trustees, to serve respectively six, twelve and eighteen months. Thereafter, at each semi-annual election, one trustee shall be elected to serve eighteen months. They shall make contracts for rent, or use of hall, lights and fuel, etc., and procure the necessary property and fixtures for the use of the camp."

It appears that none of the trustees of camps No. 2, 3 and 6 held a joint meeting at which it was agreed by said trustees that they would, in behalf of their respective camps, accept a proposition of plaintiff to wire and furnish fixtures for lighting the hall in which these three lodges or camps met for the sum of $175, each camp to pay its pro rata of said indebtedness. J. M. Shell, one of said trustees, was given authority by those who were present at the meeting to make the necessary arrangements with the plaintiff to carry this contract into effect in pursuance of said agreement, and Mr. Shell, acting upon the instructions of the joint trustees, accepted in writing the proposition of plaintiff, signing said writing as trustee of the P. O. S. of A. Albert Wards Camp No. 2 paid its portion of said indebtedness, viz. $35, and plaintiff presents it virtually to release the members of said camp from further liability. The lodge room was afterwards used by each of these lodges or camps for their meetings, and the lodges, as such, received the benefits of the work done by plaintiff. The evidence further shows that quite a number of the defendants were never inside of the lodge when this contract was effected, and in fact never knew that the contract had been entered into by the trustees until the bringing of this suit. A number of the defendants also testify that at the time of their becoming members of camp 6 they had no knowledge of having any constitution, by-laws or rules.

It is contended by plaintiff's counsel, that all of these defendants who were members of the order that entered into this contract, at the time the contract was made, are individually liable for its payment by virtue of the above provisions of the constitution of these several camps; that the trustees elected by the respective lodges were made the general agents of the members of the respective lodges, and were acting within the general scope of their authority in making the contract, and that their acts were the acts of the individual members of these respective lodges.

Without a special or national or other society which has no legal existence as such, in the absence of any authority conferred upon him by the members to act, by laws or rules of the society, saves into a contract on behalf of such society, he makes himself liable and binds all of the members who at the time personally assented to or afterwards ratify the act. But members of a voluntary unincorporated association are bound by their constitution, rules and rules when they are not in contravention of the law of the land or of public policy. Where a member joins a voluntary unincorporated society, he is presumed to know and assent to the rules; if he desires to escape liability from rules lawfully adopted, he must either procure their repeal or withdraw from the society. If he remains in the society, he is bound, however loudly he may protest against such rules; the majority must control in determining what the laws of the society shall be, and the minority must submit, or cease their membership. Membership and obedience to the rules are reciprocally in consideration for each other and a member cannot insist on having the one without remaining the other. The relation of the members of such an association is one of contract, and the constitution and rules constitute the terms of agreement."

After citing authorities the commissioner proceeded: Members of an association are bound by amendments and additions made to their constitution subsequently adopted in accordance with existing rules, even though they vote against the changes so made.

The defendants, by the provision in their respective constitutions above quoted, made the trustees whom they elected their general agents, and would be bound by all acts of the trustees done within the scope of their authority. The mere fact that the trustees of one lodge entered into a joint undertaking with the trustees of other lodges for their mutual benefit, in my opinion, makes no difference; the lodges suffered no loss by such action. I am of the opinion that the trustees in entering into this contract were acting within the scope of their authority as contemplated by the constitutions of the several lodges, and that the contract made was not in contravention of the law of the land or of public policy, and the acts of the trustees bound all members of the respective lodges who were members at the time the contract was entered into. Defendants lay great stress upon the decision in the case of Austin v. Searing, 10 N. Y. 112—but that case simply decides that a provision in the constitution of a grand lodge for the forfeiture of property of a subordinate lodge was such a provision as the law would not enforce, being against public policy, and if enforced would deprive individuals of vested rights.

It is rather contended by defendants that the act of Shell in signing this contract could not bind them, as the trustees could not delegate their authority and thus bind the defendants.

It is true that an agent whose powers and duties involve the exercise of judgment and discretion cannot, without authority from his principal, delegate his authority to another; but in being endowed his own judgment and discretion in determining what should be done, he may authorize another to perform the ministerial acts necessary to carry into effect the purpose of the agency. (Am. and E. Enc. Vol. 1, p. [illegible] and notes.)

I think the evidence sufficiently shows that the trustees of these three camps met and agreed to accept the proposition of plaintiff, and Mr. Shell was then designated by them as the person to carry into effect the contract already agreed upon, and in signing the notified he acted merely in a ministerial capacity.

The general rule is that a release of one or several joint, or joint and several debtors, discharges all, but to have this effect it must contain a plain and direct recognition of the whole claim and have a valid consideration to support it. If the release was under seal, it would import a consideration. If in this Territory the release was in writing—seals having been abolished—it is possible it might import a consideration, but if, as in the case, the release was not in writing, and no consideration appears to support it, it would be void, just payment not being a consideration. The evidence does not show that it was the intention of plaintiff to release the defendants in this action. (15 Ark. 289; 41 Penn. St. R. 181, and 4 C. Enc. Ver. 70, p. 733.)

The judgment of the court will be against all of the defendants herein served with process and appearing personal, except defendants T. A. Walker, Henry Barnes and J. M. Harvey, who were not members at the time the contract was entered into, as to them the action is dismissed.

Highest of all in Leavening Power.—Latest U. S. Gov't Report.

Royal Baking Powder

ABSOLUTELY PURE

R. Y. A. SUMMER SCHOOL.

It is to be Held in August.—The Evening Programs.

The R. Y. Academy summer school is to be held in Provo from August 7th to 18th, promises to be a highly successful affair, even more so, if possible, than the one of last summer. Already several entries have announced this as their official institute and several others are expected to join. The program in detail has not been arranged, but will be announced in a few days. The leading feature, of course, will be the lectures by Dr. Baldwin who will address the trustees twice each day on the subject of Psychology Applied to Education.

The evening programs are as follows:

August 7th—Reception.

August 8th—Lecture, "Governing Forces," by Dr. Baldwin.

August 9th—Lecture, "Education Economy," Dr. Baldwin.

August 10th — Lecture, illustrated with stereoptikon views, by Miss Zonia Baker.

August 11th—Lecture, "Philosophy and Education," by Dr. Baldwin.

August 12th—Excursion afternoon and evening.

August 13th—Lecture, Roman and English Education, by Dr. Baldwin.

August 14th—Lecture, Dr. J. E. Talmage.

August 16th—Concert.

August 17th—Lecture, Education in the Twentieth Century, Dr. Baldwin.

August 18th—Grand Ball.

The corps of instructors include Dr. Delaware of the University of Texas, Miss Zonia Baker and Flora J. Cook of the famous Cook County Normal school; Dr. Maxser, Dr. Talmage, Professor of the University, Profs. Cluff, Brimhall, and Hardy and Miss Eva Ware of the R. Y. Academy, besides several other prominent educators.

Thank You.

Watermelons are in the market, not Utah grown, but the majority of the home crop is some weeks distant yet, not from Georgia. The News acknowledges the receipt today of a lovely, ripe melon with the compliments of J. H. Hughes, of this city, and we respond with, Thanks.

Today the Hughes Fruit and Produce company received a consignment of melons, the first of the season, from the "Sunny South," and placed them on the market. Regular shipments are to follow.

A Sure Cure for Piles.

Itching Piles are known by moisture like perspiration, causing intense itching when warm. This form as well as Blind, Bleeding or Protruding, yield at once to Dr. Bosanko's Pile Remedy, which acts directly on parts affected, absorbs tumors, allays itching and effects a permanent cure. 50 cts. Druggists or mail. Circulars free. Dr. Bosanko, Philadelphia, Pa. Sold by E. C. M. I. Drug Dept.

A. E. C. Bottled Bohemian Beer.

Made by the American Brewing Company of St. Louis is brewed of the best barley and Bohemian hops. It has a beautiful amber color, a delicious hop flavor and sparkles like Champagne. Feed S. Hatch, 44 East First South Street, Salt Lake City, Utah.

Pickett's Arnica Salve.

THE BEST SALVE in the world for Cuts, Bruises, Sores Ulcers, Salt Rheum, Fever Sores, Tetter, Chapped Hands, Chilblains, Corns and all Skin Eruptions, and positively cures Piles, or no pay required. It is guaranteed to give perfect satisfaction or money refunded. Price 25 cents per box. For sale by A. C. Smith & Co.

Big Bonnets at Bargains

are being wrapped daily. The closing out sale is the cause. Goods at ½ price. People's Equitable Co-op. 7 and 9 Main Street.

Have you tried Gold Band Coffee. If not you have a genuine treat in store.

When Baby was sick, we gave her Castoria.
When she was a Child, she cried for Castoria.
When she became Miss, she clung to Castoria.
When she had Children, she gave them Castoria.

Help us to help you by calling for Gold Band Coffee when ordering your groceries.

Men's Bathing suits, Men's Bathing Suits in great variety. Brown, Terry & Woodruff Co., 142 Main St.

Garfield Beach Trains.

Effective June 21st and until further notice trains between Salt Lake and Garfield Beach will run as follows:

Leave Salt Lake	Arrive Garfield	Leave Garfield	Arrive Salt Lake
9:00 a.m.	10:00 a.m.	10:30 a.m.	11:30 a.m.
10:30 a.m.	11:30 a.m.	12:00 m.	1:00 p.m.
12:00 m.	1:00 p.m.	1:30 p.m.	2:30 p.m.
1:30 p.m.	2:30 p.m.	3:00 p.m.	4:00 p.m.
3:00 p.m.	4:00 p.m.	4:30 p.m.	5:30 p.m.
4:30 p.m.	5:30 p.m.	6:00 p.m.	7:00 p.m.
6:00 p.m.	7:00 p.m.	7:30 p.m.	8:30 p.m.
7:30 p.m.	8:30 p.m.	9:00 p.m.	10:00 p.m.

Sundays, Tuesdays excepted.

Bathing, Boating, Dancing. Good concerts in attendance every afternoon and evening. Fare for round trip only 50 cents.

D. E. BURLEY,
General Agent Passenger Department

Salt Lake Time Table.

In effect June 12, 1893.

Leave Salt Lake	Arrive Ogden	Leave Ogden	Arrive Salt Lake
11:00 a.m.	2:45 p.m.	10:00 a.m.	1:45 p.m.
12:00 m.	3:45 p.m.	12:00 m.	3:45 p.m.
2:00 p.m.	5:45 p.m.	2:00 p.m.	5:45 p.m.
4:00 p.m.	7:45 p.m.	4:00 p.m.	7:45 p.m.
5:00 p.m.	8:45 p.m.	5:00 p.m.	8:45 p.m.
6:00 p.m.	9:45 p.m.	6:00 p.m.	9:45 p.m.
7:00 p.m.	10:45 p.m.	7:00 p.m.	10:45 p.m.
8:00 p.m.	11:45 p.m.	8:00 p.m.	11:45 p.m.
9:00 p.m.	12:45 a.m.	9:00 p.m.	12:45 a.m.
10:00 p.m.	1:45 a.m.	10:00 p.m.	1:45 a.m.

* Daily. Except Sundays.

Preferred Home Full Band. Tickets to points beyond this. Trains leave R. G. W. Station.

You will be pleased with Gold Band Coffee. For sale by all first-class grocers.

Mohair and Linen Duisers below cost to close out to this day. Brown, Terry & Woodruff Co., 142 Main St.

Cottus Coffee, Nectar of the gods, at the Barlow Theatre's Grocery Co.

Stop Breakfast

To purify, vitalize and enrich the blood, and give nerve, tone and digestive strength, take Hood's Sarsaparilla. Continue the medicine after every meal for a month or two and you will feel "like a new man." The merit of Hood's Sarsaparilla is proven by its thousands of wonderful cures. Why don't you try it?

Hood's Pills cure constipation. They are the best after-dinner pill and family cathartic.

For Elegant Laundry Work Patronize Troy Steam Laundry, 142 Main st.

Neckware, large stock, Elegant Designs and Patterns, Brown, Terry & Woodruff Co., 142 Main St.

To Automatic Fuel Consumers.

Purchase now for July delivery; rate $6.50 per ton. Winter rate will be $7.50. Office of Wolfenheimer & Morris, 52 West Second South.

Catarrh Absolutely and Permanently Cured

Without the use of instruments or the administration of nauseous drugs. A cure guaranteed in every case and no compensation asked till the patient himself knows that he is cured.

Treatment, cheap and agreeable.

Office hours from 10 to 12 a.m., and from 1 to 4 p.m., and by appointment any time. The Ellsworth Institute, rooms 1314 and 15 Holmes Bldg.

The attention of economical housekeepers is called to the Gold Band Package Coffee. It is the best.

Connoisseurs and Epicures drink Gold Band Coffee.

A. C. Smith & Co., Oregonian agents of Rainier Kennerian Teals.

Give Gold Band Coffee a trial. It is the best of all package coffees. SO SAY WE ALL.

A Good Sale for Capital.

It will pay you to investigate the plan of the Security Trust and Investment Company, an institution incorporated under the laws of Utah.

Children watch the opening of each package of Gold Band Coffee to get the handsome picture or their scrap book.

Cheap tea goes, too, but Gold Band Coffee is now on the high road to become the people's favorite.

Ask your grocer for Gold Band Coffee. It is a winner and is deservedly popular.

When tired and you want something to help you renew your youth try Gold Band Coffee.

Family Washing at 5cts per pound. Troy Steam Laundry, 142 Main St.

Dr. O. E. Hobson & Son.

The leading dentists, Daily Block. Strictly first-class work at one-half price charged elsewhere. Best west of Chicago.

"The Best is the Cheapest."

E. M. Ostler, the leading Auctioneer in the city. Prompt and reliable. Office 252 Main St., under Am. National Bank. If you have goods for sale see him.

Get your Abstracts of Title at the County Recorder's office. They are made directly from the original records.

HOME FIRE OF UTAH

The only Local Insurance Company in the Rocky Mountain Region.

Capital, $250,000
Surplus, 50,000
Assets, 300,000

OFFICERS—Heber J. Grant, President; Geo. Romney, Vice President; Lewis S. Hills, Treasurer; Geo. Nebeker, Secretary.

DIRECTORS—Heber J. Grant, John Henry Smith, George Romney, Geo. A. Lowe, Thos. G. Webber, Lewis S. Hills, F. K. Dwyer, James H. Smith, William H. Rowe, Jos. F. Cohen, John R. Barnes, Heber J. Grant, Chas. S. Burton.

HEBER J. GRANT & CO., Agents, 10 MAIN STREET.

Your creamed table will not be complete without Gold Band Coffee.

The Gold Band Coffee will be always in your household after one trial.

Straw Mats.
500 Styles
to choose from.
Call and see the Bargains.
Barnes, Hardy Co.

LOOK!
$18.00
For a Suit,
Provo Mills Cloth.
Made to order.
Cutler's, 36 Main.

If your grocer does not keep Gold Band Coffee jog his memory till he does keep it.

All first-class grocers keep Gold Band Coffee in stock; try a package and you will be pleased.

No package coffee has attracted so much of the consumer's attention as the Gold Band. Try it.

Shoes. Shoes.
All Styles at $2.50
a pair, worth double.
Barnes, Hardy Co.

REMOVED.

J. S. Jensen, the Jeweler, has removed to three doors West of Theater.

Ladies who value a refined complexion must use Pompeian Powder. It produces a soft and beautiful skin.

As an after dinner coffee you will be pleased with Gold Band.

Dr. Burnett, Dentist, Aurist and Optician, Spectacles Fitted. Commercial Block.

Cottus Coffee is unequaled for Purity and Flavor, Barlow Thompson Grocery Co.

The Mountain Ice and Cold Storage Co. desires to call attention to the fact that they are now prepared to supply their family trade with manufactured ice at the following rates:

Books of thirty ten (10) pound coupon tickets, $3.25 each, books of thirty fifteen (15) pound coupon tickets, $4.50 each; books of thirty, twenty-five (25) pound coupon tickets, $6.25 each.

These books are sold for cash only, and the ice is therefore 10 per cent cheaper to the consumer than last year's rates.

Please note that there are no exceptions to the cash plan, as the company's collectors are dispensed with and the trade gets the benefit of the 10 per cent reduction.

Tickets can be obtained at the office, No. 50 E. Second South street, or from the drivers.

The Gold Band Package is handsome, but the quality of the goods inside tells the story.

London Guarantee & Accident Co., LIMITED,
Of London, England. Established 1891.
CAPITAL, $1,250,000.00
Accidents Prevented Guaranteed.
Employers Liability Guaranteed Bonds. Personal and Individual Accident Insurance Sickness and Liability Accidents. Health & Loss Bonded Security for Club, Lodge and Corporation Bonding.

In Chicago

There will be some fine shoes exhibited, which will be nice to look at.

Robinson Brothers Shoes

Are nice to look at and are made to wear. Sales on our $3 Shoes outstrip all others, 538 pairs sold in 1892. Full lines of Footwear at lowest prices. 49 W. 1st South St. Factory 64 Richards St.

THE OLD RELIABLE

Godbe-Pitts Drug Co.

Are still at the Old Stand, Corner Main and First South Streets. The Largest and Best Stock of Drugs, Chemicals and Patent MEDICINES in the Territory. Prices Very Moderate. Everybody call and see us.

Chenille Curtains,

11 yards wide,
3½ yards long,
Dado and Fringe
Top and Bottom.

Per Pair,
$3.25

DINWOODEY'S.

DR. PRICE'S Cream Baking Powder.

The only Pure Cream of Tartar Powder.—No Ammonia; No Alum.

Used in Millions of Homes—40 Years the Standard