LAST EDITION

5 O'CLOCK.

DESERET EVENING NEWS.

Wednesday, February 8, 1893.

FRAGMENTS.

THE Nobles of the Mystic Shrine meet tonight.

THE letter carriers' third annual ball which takes place on the ninth inst. promises to be a very unique and entertaining affair.

SECRETARY MCDANIEL, of the World's Fair commission for Utah, is expected to arrive home from Chicago either tomorrow or Friday.

THE Tenth quorum of Seventies will hold their regular monthly meeting at the Ninth ward meeting house tomorrow night (Thursday, Feb. 9th).

MATTERS pertaining to business are being made with the criminal calendar in the Third district court. The class of cases dealt with thus far, however, are of a decidedly useless character.

THE Salt Lake Choral society will go to Ogden on Friday evening next on the 6:00 Union Pacific train, to render the Light of Asia.

PROBATE JUDGE BLACK is not yet quite ready to assume the duties of his new office. His commission is supposed to be somewhere on the way between Washington and Salt Lake.

THE county clerk has issued marriage licenses to the following: James F. Daly and Mary A. Lyons of Salt Lake, and Hyrum Hetwon of Big Cottonwood and Alice Mayfield of South Cottonwood.

DR. GARDNER and Conductor Webber were held by Justice Goe last evening in $1,000 and $500 bonds respectively to await the action of the grand jury for alleged criminal practice in the White abortion case.

THE grand jury kept pegging away at one case all the morning, but what that case was could not be learned from the outside. Everybody who went into the room and came out again seemed to realize the full import of Judge Zane's remarks with reference to secrecy.

THOMAS PIRCE, 17, charged with having committed fornication with Alice Gobble, a half-demented girl, had a preliminary hearing in Commissioner Groesman's court yesterday afternoon. He was held to await the action of the grand jury in a bond of $500, and was released upon furnishing surcties.

MAYOR BINGHAM (attorney) has decided to appeal from the register and receiver of the land office in the La Plata case. His appeal will be based on error, claiming that if the section in question is mineral land mineral must be shown in each ten acres, and mineral was only shown in five acres in the whole half section.

WHEN the city councilmen entered the legislative chamber last night they found that some person—evidently an admirer who was anxious to screen his identity—had placed a beautiful button-hole bouquet of natural flowers on each desk, while the president's table was decorated with a beautiful collection of hot house plants and posies.

DISTRICT ATTORNEY VARIAN's address for the prosecution in the Palmantier case this morning was considered to be one of the most eloquent, forcible and convincing among the many speeches that he has made in that class of cases. At any rate, it seems to have had the desired effect upon the jury, from his standpoint.

THIS afternoon, as a couple of Chinamen were driving down Main street in a buggy, the horse became frightened and ran away. After going a short distance at full speed, the animal slipped and fell, sliding along the frozen roadway for four or five rods. It then recovered itself and started off again, but the almond-eyed driver who held the reins tugged with all his might until the frightened horse was brought under control.

The annual meeting of the stockholders of the Co-op Furniture company was held last evening, when the following officers and directors were elected: John Henry Smith, president; Abraham H. Cannon, vice-president; G. H. Pettit, secretary and treasurer; W. N. Williams, superintendent; H. J. Smith, Jr., E. F. Parry, F. M. Lyman, Henry Ries, Lewis M. Cannon. The company is doing a prosperous business its volume of trade for the last year exceeding that of any other except in 1890.

THE case of George Canning vs. Frederick W. Fall, George A. Lowe, transferee, is now on in the land office for rehearing, the matter having been once decided against Fall, and is being heard on a motion for rehearing. It involves desert entry No. 91, made June 5, 1877, for the southwest one-quarter, the south one-half of northwest one-quarter of section 1, the southeast one-quarter, the south one-half of the northeast one-quarter, the northwest one-quarter of northeast one-quarter, of lot 2, the east one-half of northwest one-quarter and the northeast one-quarter of southeast one-quarter, section 2, township 1 south of range 2 west.

County Court.

There was a brief and almost informal session of the County court this morning. Several minor matters were disposed of, including the appointment of a committee of the whole board to audit the accounts of ex-County Collector Allen, as per his own request at a former meeting. Shortly before noon the selectmen took up a long list of claims for the purpose of making appropriations.

CAINE SUCCEEDS RUMEL.

Resolution by the Business Men's Association in Honor of Its Deceased Treasurer.

At a meeting of the Business Men's association held last evening, Joseph E. Caine was elected treasurer of the club to succeed J. H. Rumel, deceased. The following resolution was also unanimously passed in honor of Mr. Rumel:

Whereas, It has pleased the Almighty Ruler of the universe to take from our midst our esteemed associate John H. Rumel, Jr., be it

Resolved, That the Business Men's association extend its sympathies to the afflicted family in their hour of sorrow; also that the officers of this association and as many members as possible attend his funeral; and be it further

Resolved, That this resolution be spread upon the minutes of the association, and a copy sent his family and given the papers for publication.

Two Fires Today.

An accidentally overturned stove caused a great deal of excitement among the students of St. Mark's school today. The fire department was soon on hand and extinguished the blaze and that without the use of any of the apparatus. The loss will not exceed $5.

The second fire was on the roof of the Culmer building on First South street. It was caused by the explosion of a kerosene lamp. The chemical engine was hastily dispatched to the spot but the flames were put out before it could be put into operation. The loss is estimated at $50.

THE PALMANTIER TRIAL.

It was Concluded in the Third District Court This Morning,

AND RESULTED IN A CONVICTION.

Judge McDowall Makes a Very Pretty Offer to the Chief Justice, but It Is Declined.

The trial of Chief Palmantier on a charge of fornication was resumed in Judge Zane's court this morning, District Attorney Varian and W. C. Reilly representing the prosecution; for the defendant Attorneys Thomas and Richard W. Young appeared.

Palmantier is a young man of respectable appearance, about twenty years of age. Lizzie Swazer, the young lady in the case, is apparently in the neighborhood of sweet seventeen. She sat in court, near the prosecuting counsel, throughout the trial, and held an infant on her knee.

The indictment alleges that the offense was committed in December, 1892, and the child was born last September.

The case for the prosecution closed yesterday afternoon, and this morning the defense opened. Several witnesses were called, but their testimony was of no special weight and threw very little light upon the subject.

The defendant, when called to the witness stand said his name was Chester, "Chet" being a sort of nickname. He had known Miss Swazer about three or four years, and had gone out with her "some." He denied positively, however, that there had been anything wrong between them, neither, he said, had he ever promised her marriage. When he first went out with her she lived her, but after seeing her "ways and actions" he simply refused to have anything to do with her. If she had kept herself "straight" he might have married her, though, of course, he could not say for certain what he would have done.

"What changed your mind concerning her," asked Attorney Thomas.

"Her going out with other young men while I was absent from Salt Lake, and what I heard about her," replied the witness.

To Mr. Varian the defendant said that when he ceased to keep company with Miss Swazer he gave her no particular reason for "breaking it off."

"What was your purpose in keeping company with Miss Swazer," asked Attorney Varian; "was it with a view to matrimony?"

"Yes, sir; I kind of liked Miss Swazer," answered Palmantier; "if she had suited me I might have married her."

Counsel read a letter written by the defendant to Miss Swazer, from Helper, on Jan. 29th, 1892, in the course of which he said: "I do not care who you go out with, so that you tell me who you go with, if it is any of my business." He also told her to "have a good time while you are young, but do not stay out too late." The letter began "Dear Lizzie" and ended, "I am, as ever, your loving friend, Chet." Defendant said he had "broken off with the girl" at that time.

Another letter, written in the same strain, was read.

Mr. Varian then asked the defendant whether he did not write a letter to Miss Swazer from Bear Lake subsequently in which he said in substance: "I hope you are not going to be sick; but if you are come up here and I will try and take care of you and we will get married."

Defendant said he had no recollection of doing so; he did not pen such a letter.

Miss Swazer was recalled in rebuttal. Asked by Mr. Varian "what she did with the Bear Lake letter, she replied, "I put it upon the fire." What counsel had stated, however, she said, formed the substance of the communication.

The prosecution then sought to introduce testimony in order to show the good moral character of the girl, but Attorney Thomas objected that this was not rebuttal evidence, said he, "We have not asked a question reflecting upon Miss Swazer, nor indulged by our testimony doubts as to her chastity."

Mr. Varian—Then if you say that we will not call any more witnesses.

Counsel on both sides then addressed the jury, the judge summed up, and the jury took the case into their hands at noon. After deliberating for about three-quarters of an hour they returned into court, when

The foreman asked: "Have we the power, your honor, to make a recommendation?"

The Judge—Yes, if you want to.

The foreman handed in the paper bearing the verdict, which was one of "guilty." He then said: The jury thought of recommending the defendant to the mercy of the court (adding after a pause) if he would marry the girl.

Judge Zane—That is a question they must settle between themselves.

Attorney Thomas asked that sentence be deferred until Saturday next.

District Attorney Varian objected, however, to the defendant enjoying his freedom in the interim on the present bond of $500, the sureties being Palmantier's mother and another lady.

Judge Zane raised the bond to $1000, but, in answer to Attorney Richard W. Young, said the defendant's mother might be again accepted as one of the sureties.

This afternoon, Palmantier was called for sentence, his attorney stating that no bond would be given. The attorney also suggested that the court impose only a fine in this case, as the defendant had been in prison about two months.

Judge Zane stated that the circumstances of the case were somewhat aggravated, and sentenced the defendant to imprisonment in the penitentiary for three months, and to pay the costs of the prosecution.

"COOL AS A CUCUMBER."

Judge McDowall made a request to the court which, at least, had about it a tinge of novelty. Angus Stewart (who is at present somewhere in Utah) had previously pleed guilty to an indictment charging him with assault with intent to commit murder, but his counsel now intimated that he was ready to withdraw his former plea and plead guilty to a common assault, if the court would assure him that the fine would be a nominal one. Judge Zane appeared to be rather taken aback by the suggestion, and informed Judge McDowall that he was not prepared to make bargains of that kind with anybody. The defendant's attorney said no more, so it is to be presumed that Stewart will start for Salt Lake to stand trial in due course.

THE CANADY CASE.

The case of the United States vs. William Canady was next taken up. The defendant is charged with adultery, the co-respondent in the case being a Mrs. Sharp. The impaneling of a jury was in progress this afternoon.

SHORT ORDERS.

In the case of George Lewis vs. Nathan Davis et al., fifteen days were allowed in which to file statement on motion for a new trial.

The people vs. Felix Riepen et al. Fifteen days allowed to answer.

C. L. Hansmann vs. the Hast-Terry Mercantile Co. Order of reference set aside, and the case placed on the docket.

Parker and Depew vs. Wm. Burke et al. Fifteen days additional time given to the E. C. Collin Hardware Co. to answer.

S. Karpen et al. vs. the Earle Furniture Co. Motion of F. H. Stephens to intervene allowed.

ANOTHER BUSINESS FAILURE

John W. Tate & Co., of Tooele, Go to the Wall.

A LONG LIST OF LIABILITIES.

"Too Much Credit" Did It.—Most of Those Affected are Salt Lake Business Men.

Yesterday, February 7, Tooele City witnessed a big financial collapse. It was none other than the failure of John W. Tate & Co., merchants of that place. The amount of the firm's assets is estimated at $20,842.92. The liabilities are placed at $14,017.00, as given in the appended list. An examination of this, however, shows that all of the firm's indebtedness is not included, though the amount omitted may be small. The total sum due to preferred creditors is $2,722.89, while the claims of the unpreferred class aggregate $11,854.19. The assignee is Mr. James Gowans, of Tooele. The cause of the failure is stated to be "too much credit," followed by an inability to collect from the people who have been permitted to incur the indebtedness. The list of liabilities is as follows:

CLASS 1. PREFERRED OBLIGATIONS.

Deseret Nat. Bank, note	$500 00
Deseret Nat. Bank, overdrawn acc.	9 14
Deseret Nat. Bank, cashier's check	50 00
Dunn, Van Orden & Co., N. Y., drafts	1,000 00
Dunn & Bagley, Tooele, note with int.	500 00
H. B. Stevens, Tooele, note with int.	100 00
Thomas Williams, cash left on deposit	119 40
John S. Johnson, note taken up	50 00
G. J. Walters, cash left on deposit	41 50
Peter Gleason, D. N. & L. Co., acc.	21 75
Tooele Co-op. M. & M. L. Co., acc.	20 00
Tooele Co-op. M. & M. L. Co., note	400 00

CLASS 2. UNPREFERRED OBLIGATIONS.

Simon Bros., S. L. City, two promissory notes with int.	$ 724 50
Co-op. Wagon & Machine Co., S. L. City, two promissory notes with int.	600 00
Dinwoodey Furniture Co., S. L. City, three notes, with int.	477 78
J. G. Chase & Bro., S. L. City, promissory note, with int.	149 19
Utah Manufacturing Co., and subsidiary cos., S. L. City, acc.	112 90
Tooele Co-op. Mdse. co. Mdse.	1,038 75
George Lowe, S. L. City, acceptance	40 00
Gerald Dunn, S. L. City, acc.	24 00
Globe Paper Co., S. L. City, account	3 45
Jones, Vose, Tooele, acc. for rent	25 00
Salt Lake Tribune, S. L. City, account	27 00
Co-op Furniture Co., S. L. City, account	20 00
Reeder Bros., S. L. City, acc.	25 75
Coulter & Snelgrove, S. L. City, account	6 40
Utah Soap & Soda Co., S. L. City, acc.	3 15
J. G. Chase & Bro., S. L. City, acc.	118 10
J. G. Mills, S. L. City, acc.	179 34
J. L. Ivins & Co., S. L. City, acc.	5 00
Rocky Ford Co., S. L. City, acc.	4 50
Rocky Ford, S. L. City, acc.	4 50
Gunnison Co. Co., Gunnison, acc.	5 50
Tooele Herald, Tooele, S. L. City, acc.	20 25
Cohen & Co., S. L. City, acc.	20 25
Lewis & Lewis, S. L. City, acc.	7 50
Consol. Ice Dep. Co., S. L. City, acc.	10 00
Brownell Bros., S. L. City, acc.	3 50
Salt Lake Ice Dep. Co., S. L. City, acc.	10 00
John Scott, S. L. City, acc.	22 50
Henry Ries & Co., S. L. City, acc.	21 60
Z. C. M. I., S. L. City, acc.	1,000 00
Z. C. M. I., S. L. City, note	178 34
Rocky Ford Co., S. L. City, acc.	4 50
Rocky Ford, S. L. City, acc.	4 50
Gunnison Co. Co., Gunnison, acc.	5 50
Tooele Herald, Tooele, S. L. City, acc.	20 25
Cohen & Co., S. L. City, acc.	20 25
Lewis & Lewis, S. L. City, acc.	7 50
Consol. Ice Dep. Co., S. L. City, acc.	10 00
Brownell Bros., S. L. City, acc.	3 50
Salt Lake Ice Dep. Co., S. L. City, acc.	10 00
John Scott, S. L. City, acc.	22 50
Henry Ries & Co., S. L. City, acc.	21 60
Z. C. M. I., S. L. City, note