8		DESERET EVENING	NEWS: SATURDAY, J.	ANUARY 20, 1900.		
DESERET EVENING NEWS	COL. BRUBACK'S		and still retained by it, as the result of the transaction before referred to.	or four years ago, when quarrels be- came frequent on account of the atten- tions paid Mrs. Ferguson by Simpson. Judge Hiles was loth to come to the	Advertisements in this column one cent per word each insertion. Special rates by the week and month	Advertigements in this column one tent per word each insertion. Special rates by the week and month.
State of the second sec			branch of the case are not artificially	judgment that Mrs. Ferguson was	WANTED.	PROFESSIONAL CARDS
TODAY'S WEATHER REPORT.	VERSION TOLD.	UACE DECIDED.	consideration of them I have decided that by a liberal construction of them	relations with Simpson for obvious rea- sons, "but," said his honor, after much deliberation, "I find I cannot come to	A GIRL FOR GENERAL HOUSEWORK Apyly 259 5th East.	ATTORNEYS.
Observations taken at 6 a. m. Moun- tain time.	- Andrews		that plaintiff had thereby stated two	any other conclusion." The many wit-	GIRL, MORMON; COUNTRY PREFER- red. Inquire at No. 1047 Third Street.	EICHARDS & VARIAN, Augraeys and Counselors, McCornick Block,
Salt Lake City-Barometer, 25:74; current temperature, 31; maximum	Was at the Marshart's Colore Pure	Judge Hiles Hands Down Opinions	upon the warrant, and a cause of action for having advanced to Andrews & Co.	guson's guilt beyond doubt.independent- ly of the "Dear Mary" letter of March 4. 1899 "This letter Mrs. Ferguson claimed	SKUNK, HIGHEST PRICE PAID FOR skunk and other furst send for prices. C. H. 1-em-rse & Co., Alstead, N. H.	Reserved and addressed in a lot of the lot o
temperature, 50; minimum temperature, 51; mean temperature, 40, which is 15 degrees above normal.	Was at the Merchant's Cafe on Bus- iness with Albert Morris.	In a Number of Important Cases.	property still retained by the county, and that Auerbach and Brother there-	was a forgery, but the court found it	KEYS FITTED TO ANY LOCKS. 12 W. 3rd South. Three goors west of Main.	BENJAMIN F. JOHNSON, ATTORNEY and Counselor at Law, 15-16 Eagle Block. Joseph T. Bichards. Edward S. Faus
Accumulated excess of temperature since first of month, 200 degrees. Accumulated deficiency of precipita-	nicos with Albert monts		fore became equitable assignees of An- drews & Co, of a claim against the	the admitted genuine letters of Simp-	TWO EXPERT CANVASSERS FOR A fine selling proposition: a lady can-	Attorneys and Counselors.
tion since first of month, .53 inch. FORECAST TILL 6 P. M., SUNDAY,			county for such value, to the extent of the advances so made by them. "On this latter branch of the case,	tined in taking them from mis, rei-	fine selling proposition: a lady can- vasser of experience would be specially suited and could make good money. Ap- ply at the News.	McCornick Block. Sait Lake City, A. E. PRATT, LAWYER, 77 AND 3 Commercial Block, Sait Lake City.
Local forecast for Salt Lake City and	THAT OVER, HE WENT HOME	AUERBACH RECOVERS \$14,700	or second cause of action, the admis- sions of the parties upon the record,	guson and accordingly awards her their custody, on the condition that they shall be properly taught and cared for, until	FIRST-CLASS UPHOLSTERING. IF you have no money, will exchange. Work guaranteed. C. Hansen, 159 E, 3rd So.	AUDELIUS MINER LAWYER
Vicinity: Cloudy tonight; fair Sunday; slight changes in temperature.			and Bro, received the \$16,000 warrant from Andrews & Co, in the ordinary	they each reach the age of 14. In all		ce Whittingham Block, West First South Street.
San Francisco, Cal., Jan. 20, 1900. Utah-Fair tonight and Sunday;	Says He Did Not Send the Girls Away		course of business and paid them for it \$14,700, and in that way paid that sum on the furniture delivered to the	A Point to Remember.	A PURCHASER FOR A VARIED assortment of second-hand job display and body type. Apply to the Deseret News, Salt Lake City.	Law Office of JAMES H. MOYLE,
colder tonight in northern portion. WEATHER CONDITIONS.	-Money Was Borrowed from Him by Witbeck.	Counter-tlaim Dismissed-Farus- worth Wins Suit-A Sad Plight.	county under the bond. "It is admitted that \$27,000 worth of	Ogden, Utab. Jan. 13, 1900Mary E. Pierce of this place says: "I take from three to six bottles of Heod's Sarsapar-	SECOND HAND FURNITURE AT 256 State Street. Goods sold on easy pay- ments. M. Webber.	Deseret National Bank Building, Salt Lake City, Utah. Telephone th
The crest of the area of high pres- sure lies along the Washington and			furniture was delivered by Andrews & Co. to the county, and was by them set up in the building and is yet in its	illa every year and as a blood purifier I find no other medicine equal to it. My	DO YOU WANT WORK? DO YOU	ALVIRAS E. SNOW. LAWYER Rooms 314 and 431 D. F. Walker Building Salt Lake City, Utah. Telephone 62
Oregon coast. Pressure is low over British Columbia, southern California and in the vicinity of Lake Michigan.	Col. Theodore Bruback and Albert Morris called at the "News" office to-	Judge Hiles today handed down de- cisions in a number of cases the most	use and possession, as provided for in the bond.	health is now guite good." It is doubt- less true that the use of this medicine, which has the effect of making the	want help? Go to Herkelrath & Co., 161 Main Street. Telephone 464. C. R. Strock, Mgr.	DICKSON ELLIS & ELLIS
Traces of precipitation are reported from Chicago and St. Louis. It is warm-	day and made statements relative to the dinner party at the Merchant's Cafe on	important of which were Samuel Auer- bach vs Salt Lake City; Daniel Har-	ATED.	blood rich and pure, is of great benefit in warding off illness as well as in cur-	UTAH JUNK COHIGHEST PRICE paid for scrap iron, copper, brass and all	neys at Law; nith noor Progress Build.
er over eastern South Dakota, Nebras- ka, Kansas and the upper Mississippi valley, and colder over northern Mon-	the afternoon of the day of the Ben- brooke-Morris tragedy.	rington vs P. T. Farnsworth and Mary Ferguson vs Isaac Ferguson. In the		ing disease.	kinds of metal, rubber, bottles and rags, carload lots a specialty. 63 E. Eighth South, Salt Lake City. Tel. 229.	J. L. Rawlins, J. H. Hurd, S. R. Thurman, E. A. Wedgwood Rawlins, Thurman, Hurd & Wedgwood
tana. L. H. MURDOCH,	Col. Bruback was particularly an- noyed at the unpleasant notoriety his	first named action judgment was given for plaintiff and in the other two suits	transactions of 1894 went out of of- tice, and other persons took their places,	Salt Lake City, Utah, Jan. 19, 1900. To Whom It May Concern:On ac-	CICARS AND TOBACCO DEALERS	Attorneys-at-Law. Office: Hooper building, Sait Lake City Utah.
Section Director.	presence at the ill-fated place had given him. Concerning this he declared most	the defendants came out winners. In the case of Samuel Auerbach, sur-	board of selectmen, on their ac-	count of the existence of the dreaded disease smallpox in Salt Lake City, and the danger of its spread through the	THE MISSES RIFSENBERG OF THE	DENTISTS.
***************************************	emphatically that, while be had met Albert Morris there by business ap-	viving partner of Auerbach Bros., against Salt Lake county, Judge	cession to office, had reason to be- lieve from the information derived	association of children at schools and gatherings of like nature, the Board of Health of Sait Lake City hereby di-	Kenyon Cirar Stand have removed to 134 S. Main. A fine stock of Cigars and Tobaccos.	DR. THOMAS, DENTIST. 23 SOUTH Main Street, Salt Lake City.
SEMI-WEEKLY	pointment, and while it was a warm day and while they had drank some	Hiles gave judgment for the plaintiff for \$14,700, with legal interest from Febru-	fraud in the furniture contract between the former selectmen and Andrews &	rects that no Sunday schools or meet- ings of children of a similar character	FOR RENT.	PHYSICIANS.
	beer together, he had departed for home on the 6 o'clock car, nearly an		Co., and thereupon, they commenced an investigation, with such results, that as early as the middle of February.	be held in this city for the present, or	NO. 334 S. 9TH E., 9-ROOM, (BARN), \$20. No 342 Edith Avenue, 5-room, \$10. No 817 E. 2nd South, 8-room modern, \$30.	DR E. S. PAYNE, 142 MAIN SPR
NEWS	home on the 5 o'clock car, hearly an hour and a half before the shooting. In detail he made this statement which he	legal interest on a warrant issued by the county in June, 1894, in favor of A. H.	1895, they became convinced that the contracts of March 6 and May 7, 1894,	contagion in this way. Notice of the above is hereby given,	No. 827 E. 4th So., 5-room \$10 No. 138 W. 5th South, 4-room, \$15. No. 1850 S. 5th East, 5-room, \$10	cialist. Diseases of women and children Satisfaction guaranteed. Call or write
	said represented tha facts in the case:	Andrews & Company, the Chicago fur- niture dealers. On the day the warrant	werethe result of the corrupt bargain be- tween Andrews & Co, and the selectmen before mentioned, and they then deter-	through the public press of Salt Lake City, to all officers in charge of Sunday schools and like institutions.	No. 738 Jwen St., 6-room (bath), \$15. No. 116 Social Hall av., 8-room (bath) \$25. No. 1281 S. 2nd West, 5-room, \$5.	EDUCATIONAL.
CIRCULATION	"Upon the afternoon of the evening that Morris was killed, I received a	was issued Andrews & Co. assigned it to F. Auerbach & Bro, for \$14,700.	mined to contest the payments of the warrants as being void for fraud, but	By order of the Board of Health. J. C. E. KING,	9th East, near 12th South, 3-room brick, \$3. 1180 Princeton ave., 3-room, \$3.00	THE UNIVERSITY OF UTAH OF. fers courses in arts, science, mining and electrical enginnering, normal training
TODAY 15 845	telephone message from Albert C. Mor- ris, telling me that he was at the Mer-	On the 31st of June, 1894, the warrant	also to retain possession of the furni- ture. In this state of the case, I de- cide as matter of law, that it was the	Health Commissioner.	No. 4 Amos Terrace, 7-room modern, \$20. Houston Real Estate inv. Co., 244 Main ROOMS IN BOARD OF TRADE AND Denhalter blocks.	and kindergarten work. Concerning these courses apply to J. T. Kingsbury, president.
	chants' cafe and intended dining there with two ladies. Morris had been	for payment, but was not paid for want	duly of the county court, to repudiate the warrants and return the furniture	Buckeye Mining Stock. Parties holding any of this stock will	Houston Real Estate Inv. Co. 244 Main. 49 HOUSES, ALL PRICES, KINDS	SURVEYORS.
10,010	working for me in connection with se- ouring certain contracts for the sale of	for that cause was endorsed on the back	to Andrews & Co., or to pay, or offer to pay, Andrews & Co., or Auerbach & Brother, who were Andrews & Co.'s	bring it in at once for registering. This is important. THOMAS E. TAYLOR, Secy.	and locations. Tuttle Bros, 149 Main.	U.S. DEPUTY MINERAL SURVELOR F. M. Lyman Jr., 205-6 Whittingham Elk
Territoria (1000-10000)	stone, and his message related to this business. He told me that he desired to	some time atterwards, when Andrews	equitable assigneeds, the actual value of the furniture, if the county court	411 McCornick Block.	FOR RENT-FURNISHED.	MONEY TO LOAN.
January 1, 1899, 10,280.	see me, but I was busy and did not leave my office for some time after-	& Company had delivered and set up the furniture and fittings on the coun- ty's side of the joint building, the coun-	still elected to hold it. This the coun- ty court did not do, but kept the fur- niture and waited till the 22nd of June,	New York Stocks, Grain and Provisions. Stocks carried on margins 2 per cent	DESIRABLE BOARD AND ROOMS; house modern. 137 North Main.	LOWEST RATES, CITY AND FARM
******	ward. When I did leave I went down to the office of Irvine & Mason, and,	ty repudiated the Andrews warrant and refused to pay it. Its non-liability was	1895, when, by a resolution entered on its minutes that day, the county court	and 5 per cent. B. H. LAWVER & CO., 411 Auerbach Building.	FOR SALE.	new see me. Elmer Darling No. 9 W. 2nd. So
To-day's Metals.	after talking to them for some time, started home. When I reached Main	First, that the county court which passed the order authorizing the issu-	declared the warrant void, and directed the county treasurer not to pay it. "Under the admitted facts of this	CHRISTENSENS' DANCING	IMPROVED FIRST CLASS FARM. IN Porterville, Morgan County, Utah; about 1,200 acres. Can be subdivided into small	R. L. TRACY, 22 MAIN, LENDS MONEY without commission, expense or delay.
SILVER, Bar, 59 5-8	street, I remembered the message from Morris and went over to the cafe. I	ance of the warrant consisted of three selectment and a probate judge; that	case, Andrews & Co. were entitled to have their furniture back, or \$27,000 in	ACADEMY. Commencement of Second Term.	farms; terms, part cash, or improved resi- dence in Sait Lake City, balance time with six per cent interest. Apply N. V. Jones, 604 bicCornick Block, Sait Lake City.	NO THIRD PARTY WHEN YOU MORT. gage with R. L. Tracy. 33 Main.
LEAD, \$4.57 1.2 CASTING COPPER 15 1-B cents a lb.	saw Morrie, Nana Witbeck and Emma Matheson there and discussed the	the former took it upon themselves to pass the resolution for the purchase of the furniture without consulting the	money, the actual value thereof, which was and is still in the hands of the county. Louisiana vs Wood, 102 U. S.	24th, 3 p. m.	604 McCornick Block, Salt Lake City.	HOME MONEY; SUMS TO SUIT; lowestrates. J. L. Perkes, 74 W. 2nd So. St.
Harris and the second s	business matter with Morris. That was the first time I had ever been to	member of the court; that Andrews' bill amounted to \$54,973.85, when the	294. "The obligation to do justice rests upon all persons natural or artificial,	Advanced children's class, Wednes- day, January 24th, 4:30 p. m.		M'GURRIN & CO., 28 WEST SECOND South, have money to loan at low rates.
LOCAL BRIEFS.	the Merchant's cafe, and I have never seen the two girls since. I had met	that a secret agreement was made be- tween Andrews & Co. and the selectmen	and if a county obtains money or prop- erty of others without authority, the law independent of any statute, will	Children's class, Friday, January 26th, 4:30 p. m. Juvenile class No. 1. Saturday, Jan-		Privilege of paying at any time.
The postponed annual meeting of the Y. M. C. A., for the election of officers,	Miss Witbeck once before at a celebra- tion at Saltair, where she was intro-	whereby the latter were to receive twnty-five per cent of the fraudulent	compel restitution or compensation, Marsh vs Fulton, 10 Wall, 676."	uary 20th. 1:30 p. m. Juvenile Class No. 2, Saturday, Jan.		ELECTRICAL.
will be held this evening at the rooms of the association.	duced to me. "After concluding my business with	price and that for these reasons the warrant sued on, as well as others in like case, was void in law.	The above is a dictum by the United States Supreme court in that case, but	Advanced juvenile class, Saturday, January 20th. 4:15 p. m.	WHAT ARE	WE DO ALL KINDS OF ELECTRIC work. Having the finest line of Electric Fixtures in the city, and make a special- ty of house wiring and all kinds of elec-
Mr. E. G. Rognon reports that while absent at Mt. Nebo he sold 100 acres of	Morris, I left the cafe and took a car for my home on Brigham street. I reached home in time for dinner at 6	Second, that the warrant was void because it was issued to Andrews &	bach Brothers then stood, and the plaintiff now stands, in the position of	General Agent Wanted for Utah.	THE	trical repair work. All work guaranteed. Salt Lake Electric Supply Co., 15-19 West
land under the reservior for \$50 per acre. The purchasers are from Iowa.	o'clock, and did not leave the house again until after 8 o'clock. I never saw	co. Defore the goods had been delivered, and that no itemized statement of the goods delivered and verified claim was	one who has advanced to Andrews & Co. \$14,700, of the \$27,000, purchase price	The Union Accident Company, of Denver, Colo., with over \$1,000,000 se-	REAL ESTATE	First South. Tel. No. 6.
R. Clarkson, of Omaha, will give the first of a series of three lectures on	there."	as required by statute.	sition of an equitable assignee of An-	curity to policyholders, expects to en- ter Utah in the near future, and desires	MEN	HORSESHOERS, CARRIACE WORK
Christion Science at the Sait Lake Theater. Admission is free.	ONLY LOANED WITBECK THE MONEY.	By reason of the alleged fraudulent contracts between Andrews & Co. and the three selectmen the county set up a	county for that sum, with legal interest from the time when the county ought to	the service of a first class accident man to act as general agent. Their ad ap- pears in the advertising columns of this		NAYLOR & WARBURTON, FIRST- class horseshoeing in all its branches. Shop, 152 East First South Street.
The "News" has been requested to say that the Scandinavian meeting will be held as usual tomorrow. Sunday	As to the supplains that he had fur	counter claim of \$26,000, and insisted that any judgment that should be entered on the warrant sued on, should	offered to pay its actual market value, which time I find was the 15th day	paper.	THINKING	HARNESS, SADDLES, COLLARS.

be held as usual tomorrow, Sunday morning, at 10 o'clock, in the choir hall, Richard street, and the Thursday meetng will also be continued in the same place, until public gatherings are prohibited by the proper authorities.

Building permits were issued this week by Inspector Ulmer to the follow-ing parties: Simon Eijen, Park parties: Simon Eijen, P. ie, one story frame, \$500; W. ker, 1175 East Seventh Sou W. A. South, brick house, \$2,000; Alfred Burke, 123 East Eighth South, one story frame, \$500; Isabella Craig, brick building at nd South and State, \$2,000. Total

The congregation of St. Marks, decid ed by a unanimous vote at a meeting held last night to continue the cathedral organization. There has been some talk of changing the status of the church to that of a parish. A resolution offered by Mr. George Y. Wallace to change the holding of the church property from the church corporation to the congregation, was likewise voted down.

Mr. Paul Hammer, chief clerk of the Kenyon hotel, and brother of Mrs. Oscar Eliason, is in receipt of a letter from the latter, written from Australia, in which she says she will return home on as she is able to settle the affairs of her deceased husband's estate. business relates principally to legalizing his last will and testament which was made upon his death bed. Mrs. Eliason and daughter may be ex-pected to arrive in Salt Lake within the next few months.

Butte Intermountain: Mrs. Anna ames, wife of Dan James, deceased, aged 83, a native of Wales, died yes-erday at her home near Warm Springs Mrs James crossed the plains to Utah in 1850, and came to Deer Lodge coun-ty in 1865. She leaves a son, D. F. James, who resides in Utah. and a daughter, Mrs. Staffauson, who resides at Willow Glen. The funeral will be held at her late home on next Friday morning at 11 o'clock. Rev. Johnson of Race Track, of the Morrisite denominawill officiate. Interment will be made at Annaconda.

ZION'S SAVINGS BANK and Trust Co., the oldest and largest savings bank in Utah, pays 4 per cent interest on \$1 or thousands. Start an account.

UTAR COMMERCIAL AND SVG'S BANK Interest paid on savings. W. F. Armstrong, prest., P. W. Madsen, vice-prest., J. E. Caine, cashler.

UTAH COAL.

Custle Gate and Winter Quarters, Lump, Nut and Slack. D. J. SHARP, Agent. South, Main Telephone, 429. 78 South, Main

····· WARD ENTERTAINMENTS.

Following is the program of the Har-mony club concert, to be given in the Sixteenth ward hall next Wednesday evening:

Selection, "The Crusaders,"

Tenor solo Thos Ashworth

Miss Mabel Cooper, Thos. Ashworth, Willard Christopherson. tion, "Sunset". Harmony Glee Club

prano solo.

lished money for the Misses Witbeck

and Matheson to go east, he said: "Before the girls left town John Witbeck, whom I have known for many years, came to me and said he was severely distressed by the need of a tain amount of money. I asked himwhat he wanted with it but he declined to say. I then told him that I feared he intended sending his daughter away, and assured him that it would be the worst thing he could do. He did not say whether or not that was his inten-

tion, but he promised me he would do as I advised. I then loaned him the money which he had asked for. "I saw Mr. Witbeck on Tuesday even-

ing and told him that he should have taken my advice, and he admitted it. I also told him to ~ to the prosecuting officers and assure them that he would have the girls return if their presence was desired. This he promised to do. CORROBORATED BY ALBERT.

Albert Morris most emphatically corroborated Mr. Bruback's story so far as it related to the business appointment with him at the Merchant's Cafe and the length of time the colonel remained there and that he did leave the place at 6 o'clock. As to sending the girls away, he declares that he knew nothing of that whatever. Now that the colonel's name has been caught in the drag net, Albert says he has noth-ing further to keep back. Heretofore he admits that he has suppressed some unimportant facts, but he did so simply to shield Colonel Bruback's good name.

annun nun nun nun nun nun HOTEL AND PERSONAL.

gununununununun

Hoyt Sherman goes to Denver next week

City Attorney Stephens will go east tomorrow.

Dr. McClure of London, England, passed through the city yesterday on his way to San Francisco. He stopped at the Knutsford.

W. B. Thomas of Omaha, a member of the First Nebraska infantry, passed through on his way home from the Philippines,

J. Wilson and wife of Bloomfield, Conn., are on their way to San Fran-cisco to engage in mission work for the Society of Friends.

John Hendrickson of Nephi, Utah, who has a big bunch of cattle on win-ter feed near Windsor, Colo., was a visitor at the yards yesterday.-Denver Stockman.

N. T. Mansfield left on the 8:30 train this morning for Salt Lake City, where he will remain four or five months, visiting friends and looking after his business interests in that city .- Telluride (Col.) Journal.

Justice of the Peace Hugh Tarbet is arranging his affairs in preparation for a trip to Salt Lake City. It is possible that he may send for his family and settle permanently in Congressman

Roberts' State .-- Victor (Colo.) Record. James E. Jennings and Ed Sheets will leave on Monday for New York on a prospecting financial tour.

E. J. Pratt, San Francisco; E. C. Hackley, Chicago; H. N. Wayo and family, San Francisco.

A. C. Bogive of Basald, Col., and John Morgan of Brigham are at the White House.

Registered at the Walker today E. L. Powell, Bingham; G. B. Christi and wife, Augusta, Mont; A. Shirley, Delamar; W. D. Creighton, Galveston. At the Kenyon today are the fol-

entered on the warrant sued on, should be scaled down so that it should bring in judgment such proportion only of its face value as \$27,000 would bear to \$54,970.85, the total amount of the several warrants issued on the furniture deal. On these two defenses the court

says THE COURT'S DECISION. "In respect to the first defense, I find from the evidence that the contracts of March 6, 1894, and that of May 7, 1894, were made by the select.

men individually without any order or authority from the county court. or other legal authority, and there-fore any warrants issued or delivered to satisfy such contracts are void. That even if these selectmen had had authority to make these contracts, the evidence shows, that some of them, at least, bargained corruptly with Andrews & Co to take a bribe in con-sideration of the making of those contracts to Andrews & Co., and there-fore, on that account any warrant is-

sued or delivered to pay for furniture on such contracts are necessarily void. The evidence shows that the contract of June 19, 1894, is in one sense an independent agreemment between the county court on the one part, and Andrews & Co on the other, for the delivery of \$15,000 worth of furniture, under certain conditions named in the The buying of the furniture bond. for the use of the building, was an act quite within the authority of the

county court. "In the transaction of June 19th, the court was acting in its capacity as such in the ordinary way. Whilst this is so, I still cannot in the light of all the evidence come to any other judgment, than that the action of some of the members of the county court on that occasion, was infected with the unanthorized and corrupt bargaining with Andrews & Co. which are evidenced by the transactions of March 6, and May 7, 1894. It seems to me that those bad acts were in great part the motive and inducement which led such members of the court to vote to pass the order of June 19, 1894, and therefore, that order for the issuance and delivery of this warrant, having thus had as its motive and intent the furtherance of those unauthorized and corroupt schemes, the warrant is vold, and should be disregarded and annulled. Moreover, the admissions of the parties upon the record, and the evidence shows that it was issued and delivered when no goods had been de-livered, when no claim against the county had been presented to the court, itemized and verified as the statute equired. The statute expressly vided, that the court must not allow any claim against any county or district fund without such itemized and verified claim being first presented in the ordinary way. A statute such as that must be strictly observed and

pursued before a warrant can be is-sued. The courts of the country have always strictly enforced such statutes. No laxity should be permitted in the observance of them. "Any relaxation of obedience is sure to lead to carelessness or corrupt

abuses in the administration of the fiscal affairs of the county. Thereon that ground I decide that the warrant sued on is void.

"Inasmuch as the warrant sued on as well as the other warrants mentioned in the counter claim of defendant are vold, nothing can be asserted of them by holders of them against the county, therefore, it would seem to follow that no claim for damages can be asserted by the county by way of counter claim against a holder of any of such warrants, for the simple reason that the county can not be dam-aged by that which is void in fact and in law, and therefore the suit for dam-ages on the counter claim of defend-

ant should be dismissed. The question yet remains for decision whether upon a fair construction of the pleadings, and application of the of the pleadings, and application of the evidence thereto, the plaintiff is en-titled to recover judgment upon a quantum valebat for the amount paid by his firm to Andrews & Co., part of the true purchase value of the furni-

of February, 1895. I think interest is allowable from that time; because from that time the obligation to pay what the furniture was actually worth must be deemed as a liquidated demand, under the evidence in this case.

AUERBACH'S LEGAL POSITION.

"Although it is not necessary to this decision, it may be here noted elucidating the legal position of Mr Auerbach, in this relation to other warrant holders, mentioned in the plead ings, that so far as this case goes to the point, the evidence shows that he is first in point of time as the equitable assignce of Andrews & Co., and there. fore must be first in right to have his claim paid out of the \$27,000, which the county owes Andrews & Co., by rea-son of having kept the furniture after the discovery of the fraud complained

"Let findings and judgment be entered in favor of plaintiff and against defendant for \$14,700, with legal interest thereon from the 15th day of February, 1895, and the costs of this suit

"OGDEN HILES, "District Judge "Dated Salt Lake, Jan. 20th, 1900."

FARNSWORTH WINS

Judge Hiles Holds that Plaintiffs Have No Equity in their Complaint.

In the case of Daniel Harrington and John McNally vs P. T. Farnsworth and R. D. McDonald, Judge Hiles today found in favor of the defendants, holding that there was no equity in plaintiffs complaint.

Plaintiffs sued to have a deed to certain mining ground and lodes in Bing-ham declared void. They and the defendant McDonald entered into an agreement with Farnsworth to sell him the property for \$30,000, to be paid as follows: \$3,000 on the making of conract; \$3,000 thirty days after its date. \$9,000 on of before ninety days and the remaining \$15,000 on or before six months. This latter amount, plaintiffs allege, was not paid when the parties sought to have the deed adjudged void. The deed was put in escrow with W. C. Hall, who delivered the same to Farns. worth upon receipt of the \$15,000, Har-rington, McNally and McDonald were to receive \$10,000 each on the purchase McDonald received his \$10,000 price. and was therefore made party defend-ant to the suit. Hall offered Harrington and McNally their proportion less \$1,000, which the trustee declined to pay on account of a demand made on it by Farnsworth, who claimed the amount was due him as commission for selling the property. The court holds that a cancellation of

deed upon the facts presented the would be contrary to law. Should the plaintiffs insist upon getting the full \$10,000 the court suggests the suing of Trustee Hall as the proper remedy. To recover the deed back they have a remedy at law against Mr. Farnsworth in a suit of claim and delivery of personal property.

FERGUSON DIVORCE CASE.

Judge Hiles Gives Judgment for the Husband and Finds the Wife Guilty.

The somewhat notorious divorce case of Mary Ferguson vs Isaac Ferguson was another of the suits decided by Judge Hiles today. His honor, after a careful review of the testimony, gave judgment for the defendant on the

ground of adultery. Mrs. Ferguson sued for divorce on the ground of alleged cruelty on the part of her husband, one of the acts com-plained of being the accusing her of having committed adultery with one George Simpson, who worked for Mr. Ferguson on his farm at Big Cotton-

Ferguson filed an answer denying his wife's allegations and accusing her of adultery with Simpson and other men. The parties married thirty years ago and have thirteen children, all living. They lived happily together until three



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