GEO. H. KNOWLDEN comes to the front again, and announces that he has re-commenced to buy and ell flour, wheat, provisions, feed, etc., giving the highest market price, and selling as cheap as any haly. His place is on First South St., opposite Diawoodey's furniture sjore. See his advt.

SEVERAL GOOD THINGS. If you want good digestion, If you want good health,

If you want good baking, If you want the best stove, If you want the cheapest stove, If you want a good square meal,

Buy a CHARTER OAK STOVE. THE best recommendation of any article is from the consumer. These all give the Elmwood the prefer-

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CURE FOR COUGH OR COLD. -As soon as there is the slightest unensiness of the chest, with difficuliv of breathing or indication of ough, take during the day a few of Brown's Bronchial Troches,"

GILLET'S DOUBLE EXTRACTS. The best in use, and for sale every-WANTED.-To exchange, CASH

and valuable real estate in Logan, property in Salt Lake City. C. E. POMEROY, Godbe, Pitts & Co's Drug Store.

ANY PRICE Baby Carriage, from 18.50 to \$28.00, for sale at H. Din-DON'T BE IMPOSED UPON !!!-

H. Reiser, opposite the Herald Oftice has Watches and Clocks for all who want reliable timepieces. Regaining done on short notice. Everything warranted.

GILLET'S YEAST POWDER. The

THE RESURRECTION .- To accomobeen duly presented by the parties, and submitted to the Court, at a same, and the subject matter is the same. In both, the affidavits are made by the course on the "Resurrection" it has been determined to issue an authorized edition, in pamphlet form, ment and discharging the rule to ment and discharging the rule to the court, and the affidavits and motions are substantially the same. Both charge a contempt of Court, consisting of a disobedite ence of the same order, and both sock a same person acting in the same. Both charge a contempt of Court, consisting of a disobedite ence of the same order, and both sock and the subject matter is the same, and the subject matter is the same, and the subject matter is the same. In both, the affidavits are made by the same person acting in the same person acting in the same order, and the subject matter is the same. In both, the affidavits are made by the same person acting in the same capacity, and the affidavits and motions are substantially the same. late the public and meet the great and sold at ten cents a copy. It is should not be committed for a contempt. The judgment of the 10th of now ready, and can be obtained at the order and decree of the the alleged contempt in disobedience to the News office. the NEWS office.

GILLET'S BAKING POWDER, always reliable and never fails to please. Warranted. d251 2m

IMPORTANT TO THE TRAVEL-ING PUBLIC.

more roads leading to the same point, to decide which is the safest and pleasantest to travel.

We take pleasure in stating, that the Chicago & Norm-warrant Parluway is the oldest, and several Railway is the oldest, and several tioned or considered by this Court miles the shortest, route between Omaha and Chicago. Within the ast two years the road bed has been put in admirable condition, and almost the entire line has been

ive there thirty minutes in adwhich ther lines, passengers void. In such case the whole proceeding is cor am non judice, and

tral, Baltimore & Ohio, Pittsburg,

Pioneer Route-

The Chicago and North-Western. You will find on all through trains Pullman Sleepers, new and magnificent Day Coaches, and the best Smoking and Second Class contempt on his part, for disobedi-Cars now on any road in the Uni-

or written application to J. W. elapsed, the District Court had no Irons, Ticket Agent, Salt Lake power to re-adjudicate that quest ('ity, A. H. Earl, Ticket Agent at Ogden, or to J. H. Mountain, Western Traveling Agent, Omaha, Neb. or to W. H. Stennett, General Passenger Agent, Chicago.

WARRANTEE DEEDS - most approved form, Quit Claim Deeds Mining Deeds, Townsite Deeds, Leases, Official Rouds, Incorporation Bonds, and other Blanks.

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San Francisco, Nov. 18. 1510 Ophir, 401; 401; 405; 401, . 2: 41; 41, 6 5; 404

140 Mexicau, 17; 17; 17; 17; 310 G & Curry, 15; 15; 15; 58 B & B, 38; 37; 37; 37; 150 Savage, 70; 69; 320 Chollar, 61; 60; 60, b s; 59

60 H & N, 31 83 Point, 28; 28, b 5; 271; 27 200 Jacket, 68; 69; 681; 671 25 Kentuck, 12 20 Empire Mitt, 43

350 Alpha, 16
120 Belcher, 191; 191
302 Con Va, 264; 263; 260; 262; 261; 2621; 2601
340 S Nev. 11: 111; 111, b 5; 111
1240 Cala, 561; 561; 56; 551
100 Bullion, 41
50 Exchequer, 101
295 Overman, 44; 431; 43
1945 Justice, 241; 241; 25; 25, b 30; 25; 241; 251, b 30; 241
250 Union, 8; 71

250 Union, 8; 71

50 L Bryan, 11 200 Julia, 101; 11; 101 40 Caledonia, 14 150 Balto, 24; 24 120 Utab, 7 300 R Island, 25; 25

930 Leviathan, 24; 24

140 NY, 13 3365 Woodville, 54; 6; 61; 54; 61 180 Kossuth, 24; 3, b 10; 3 950 Leo, 11; 1 160 Andes, 2; 3 b 5; 8 100 Florida, 2; 2; 100 Europa, 1

PRICE OF GOLD.

This morning, in Third District Court, Chief Justice White delivered the following decision-

Territory of Utah. | City of Salt Lake. | Nov. 17, 1875. Brigham Young, At Chambers before Alex. White, Chief George R. Maxwell.) Justice of Supreme

This case comes before the Court upon a writ of Habeas Corpus, sued out upon the petition of Brigham Young, claiming that he is unjustly imprisoned and deprived of his liberty in said County and Territory, by George R. Maxwell, United States Marshal for said Territory, on the charge of a contempt of Court, by a warrant of commitment, a copy of which is attached to the petition, as exhibit

The petition presents, in exhibits attached to the pleadings, an order of the District Court of the Third Indicial District of the Territory of Utah, in a case of Bili for Divorce by Ann Eliza Young vs. Brigham Young, as the authority under which petitioner is imprisoned and held by said United States Marshal. The Marshal returns to the writ of Habeas Corpus that he holds

the defendant in custody by virtue and authority of an order of said court, in said cause, a copy of which is attached to exhibit A, to the petition, and is dated the 20th of October, 1875. Among other grounds on which the petitioner prays to be released from said in prays to be released from said imprisonment, it is alleged that the prisonment, it is alleged that the order of commitment of the 29th of October, 1875, is void; because the District Court of the Third by the Court on the 28th day of October, 1875 and the issue of the District Court of the Third by the Court on the 28th day of October, 1875 was the same 28t of October, 1875, is void; because the District Court of the Third Judicial District had no jurisdic-tion over the subject matter at the

time the order was made, for the reason that the same matters had both parties.

been duly presented by the parties.

In both motions the parties are the been duly presented by the parties, and submitted to the Court, at a neatly got up, in paper covers, show cause why the defendant commitment of the defendant for such court, to pay \$9,500 alimony pendente lite, to the plaintiff, Ann Eliza

A judgment of a court competent jurisdiction, when collaterally assailed, can only be cally, to come to any other conclusion than that the issue which was presented and passed upon by the Court on the 10th of May, and the issue presented and passed upon by the Court on the 20th of October were identical, and that the subject matter of both decisions was the same. impeached for a want of power in the Court to render the judgit is the duty of all persons be- ment. The record may abound in irregularities and errors, yet if the fore starting on a journey to ascer-tain by what route they can reach ment is valid and binding, until their destination with the least by some direct proceeding, by aptrouble, and if there are two or peal or otherwise, instituted for the purpose, the judgment is brought before some revisory tribunal and, by the judgment of such revising court, is revised, set aside or an-

nulled.

further than to investigate and determine whether the Court had urisdiction over the subject, and the parties, so far as relates to the subject matter; in other words, The Depot in Chicago, is central by located, and as their trains arthen the sentence or decree is

can always be sure of making East ern connections.

Close connections are made at Chicago with the Lake Shore & Michigan Southern, Michigan Cen-

1 Peters, 328. tral, Baltimore & Ohio, Pittsburg, Fort Wayne & Chicago, Kankakee Line and Pan Handle Routes, for all points EAST and SOUTH-EAST.

If you are going to Chicago, or East, you should, by all means, purchase your tickets on the Old Pioneer Route—

1 Peters, 328.

During the term, a court has power over its ewn proceedings, and can alter, modify or even annul its judgments, orders and decrees, as, in its judicial discretion, is consistent with the law and the advancement of justice. But when, by order of court or operation of iaw, the term of a court is closed, the court has no further power over its proceedings.

They can only be reached or dis-They can only be reached or disturbed by an appellate or revising Court, or perhaps, in rare cases, impeached, by bill in chancery, for

It is insisted by the counsel for the petitioner that this question of Cars now on any road in the United States.

Particular information with maps, time tables, etc., may be had at any of the Through Ticket Offices in the West, or upon personal or written application to J. W. element the Court had not be considered by the Court in the Chief.

By cruer of the Chief.

Secretary.

Drowning Imminent.—The side-walk east of the Presbyterian Church, on Second South Street, is

> On the part of the defendant it is urged that the order of the 10th of May was a mere interlocutory order, and one that might be reviewed so long as the decree granting alimony pendente lite and ordering its payment remained uncomplied with, whenever, upon proper predicate it was pressed upon the consideration of the Court. It is further urged by the defendant that the matters adjudicated on the 10th being somewhat late. of May and those adjudicated by the Court on the 29th October were

> adjudicating upon the matters then at the 19th Ward School-house, for passed upon by it. The order of the 10th May was an order in the cause, made after the filling of the bill, and before final decree, and in that view it was an interlocutory order. In the common acceptation of the term. Interlocutory orders usually are mere orders in advancement of the cause and in advan

> in advancement of the cause and necessary in the preparation of it for a final hearing and decree, but there are interlocutory orders which are final in their character and which settle rights as conclusively as the final judgment and decree. The order of the court of 26th of February, 1875, settling the right of plaintiff to alimony pendente lite, and the amount of that alimony, was a judgment of the Court upon both of those questions, and was final and conclusive upon the District Court after the adjournment of the term of court. The Court had decided the question and given judgment, and what more could it do? Would it be contended that it could decide the question and given judgment, and what more could it do? Would it be contended that it could decide the question and given judgment, and what more could it do? Would it be contended that it could decide the question and given judgment, and what more could it do? Would it be contended that it could decide the question and given judgment, and what more could it do? Would it be contended that it could decide the question and given judgment and extended the properties at the late fire. We are pleased to know that this firm recognize the services at the late fire. We are pleased to know that this firm recognize the services of the Brigade rendered voluntarily, despite the growling of certain other parties around town.
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> Therefore a final in their character and this firm recognize the services at the late fire. We are pleased to know that this firm recognize the services at the late fire. We are pleased to know that this firm recognize the services at the Brigade rendered voluntarily, despite the growling of certain other parties around town.
>
> Therefore a firm recognize the services at the late fire. We are pleased to know that this firm recognize the services of the Brigade rendered voluntarily, despite the growling of certain other parties around town.

do? Would it be contended that it could decide the question and give judgment again? If so, when would the repetition end? It would give no additional force to its mandate to render the same judgment a second time or oftener; or if it rendered different judgments, at different times, in reference to the same subject matter, the question

different times, in reference to the same subject matter, the question would then be, which was the judgment of the court?.

There cannot be a question but that that order of the 28th of Feb., that that order of the 28th of Feb., States, on which he left last April.

States, on which he left last April.

Benedict, Hatt is a finished in the same of the

we have not seen anything in the line produced in the Perritory to surpass it.

in enforcing obedience to the man-date of the Court, gives to the de-fendant an opportunity to show cause why the motion prayed for should not be granted, and upon his answer an issue is made up and presented to the Court for its decl-sion, and the judgment of the Court on the issue thus presented has the binding force and conclusiveness of any other judgment. The Court Verdict for Kate Plint -- About live o'clock last evening the case of Kate Flint vs. Jeter Clinton et al any other judgment. The Court was given to the jury, and about tries the issue, determines the facts, applies the law, and renders judgnine last night they came into Court with the following verdict-We the jutors find for the plaintiff and assess her damages at seven thousand dollars (\$7,000.) The charge which is alleged usually in such cases is that the defendant has been guilty of contempt of court. This is the only issuable matter presented. The issuance of an attachment or com-

Lucien Livingstone, foreman; James Johnson, John Tingey, John mitment for a contempt is a summary mode of punishment adopted by the Court for the contempt, and as the means employed for the en-forcement of its interlocutory de-cree. They do not in any sense or A. Jost, Homer Brown, David Evans, James Eardley, Frank Cis-ler, B. F. Dewey, Samuel Wood ward, Eli Ransohoff, W. T. Reydegree constitute or enter into Salt Lake City, Nov. 17th, 1875.

Court upon a rule to the defendant to show cause why an attachment should not issue, or why he should not be committed for contempt. Another Large Arrival If in such a case the defendant shows good cause, then the judg-ment of the Court is that he be discharged, and in the language of

amine our splendid Stock, just received, omsisting of

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TOBACCO and Cigars. New Fruits. Spices, Maple Syrup, Maple Sugar, Carolina Rice, Split Pear, White Beans, Taploca, Pearl Barley. Arrow Root,

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G. W. DAVIS.

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THOS. L. KIMBALL,

A fall is claimed and disputed vias I took RELOR one bus be

tee, after his long exertion. a dropped on his bandsand knees

ishable articles.

the motion proved for—to vacate a foreclosure sals—would have been to review a judgment on motion after the term, making the motion perform the office of an appeal. Hartshorn vs. Milwaukee R. R. Co. 23 Wis., 692. The conclusion of the Court is, that the judgment of the Court of the 10th of May, 1875, was final and conclusive non a commitment of the defendant Brigham Young, for a contempt of Court in failing to comply with the order of Court of 26th of February, 1875, to pay the plaintiff of February, 1875, to pay the plaintiff \$9,500 alimony pendente lite, and that, upon the adjournment of the term of Court, it became res adjudicat a, beyond the power of the District Court. From this it follows that the order of the District Court of the 29th of October, 1875 was coram non judico and void, and that the petitioner is wrongfully impris-oned and should be discharged.

the old books, that he go hence

without day; if he fail to show

cause, then the judgment of the Court is that he be attached or committed, as to the Court seems meet, until he comply with the

order of the Court, or otherwise

In this view of the question it will be

If there were room for doubt as to the

correctness of the conclusion, it is put to

rest by the record offered in evidence by

the order of the 26th of February, 1875, requiring him to pay to the plaintiff \$9,500 alimony pendente lite, and the judgment of the 29th of October commits

him to prison for contempt of Court in

failing to pay the identical \$9,500 alimony

pendente lite. It is not possible, legitimately and logi-

A motion is refused when the effect of

readily seen that the issue which was pre-

purge himself of the contempt.

875, was the same.

In Cincinnati.-C. W. Couldock s supporting Lott; at Woods' Theatre, Cincinnati, in her play of 'Musette."

day or two previous gave way to steady rain last night, continuing, with a little spow this manufacture. with a little snow, this morning.

Information'wanted of the where abouts of Joseph Fowler, who emigrated to Utah in 1871, from Swansea, South Wales. Address-Fran-Salt Lake City. cis W. Argust, Sacramento City.

California. Firemen, Attention! - Brigade meeting on Friday evening, 19th inst., at 6 o'clock sharp.

By order of the Chief.

inundated, rendering it dangerous to pedestrians. Will Watermaster Hyde please to furnish boats to

Acknowledgement.-By courtesy of Chief Justice White we are enabled to publish a revised copy of

Lecture. — To merrow (Friday) evening (if the weather be fine) not the same, but different, and that the judgment of the Court on the 10th of May did not preclude the Court on the 29th of Oct. from ture on "The Colorado Caffons," Captain Bishop will delive his lec-

NEW ADVERTISEMENTS.

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MRS. C. DYE

Begs to inform her friends and patrons that she has recently received one of the Winter Opening on Friday,

THE 5th OF NOVEMBER, And Will Continue one Week

CALL AND SEE THE SPLENDID DISPLAY. Palace of Fashion 17 EAST TEMPLE STREET.

The Score will be closed on the 4th, to prepare for opening. d 200

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WE HAVE RECEIVED A LOT OF

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YARNS, Etc., Etc., From the Factory,

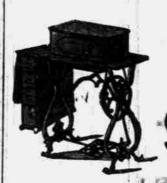
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GENERAL MUSICAL MERCHANDISE. DAYNES & SOA.

THIS IS THE

Kinds of Worms, Cleansing the Body, Blood, &c.

few of the most Common Symp

with Hollow Sunken Eyes, Itching

of the Nove and Fundament, Irregularity of the Bowels, a Short Bry Cough, Loss of Spirits, Fe-

verishness and Disturbed Sleep,

Rising in the Throat causing

111 941100011

DO NOT LET YOUR CHILD DIE.

Shall the bud of lifant bloom
Soon be hurried to the tomb?
Mother, you with watchful cyc,
I be not let your darling die.
Mark the culfness of that eye,
All irregularity:
Mark that paleness, white and deep,
And the leveriah fitful sleep,
See the stomach, full and hard,
And the Bowels still debarred,
Mark the spirit, even low,
All bespeaking pain and woe.

Why has your darling never smiled,
The Worm is in your precious child,
And gnaws its vital powers away,
Sinks it to death and dire decay.
Hear then the really welcome sound,
Save it! a remedy is found.
PLANT'S never-failing Powder and Syrup
A cure most sure and speedy makes;
Kills the death-worm, and the gloom,
Changes to matchless health and bloom;
It never fails, it never can,
It cures the child, the youth, the man;
It's taken, too, with haste,

Hundreds who have tried it all attest
It is the cheapest and the best.
Try it—try it—try it—try it—
Every parent new should buy it,
Wait not till another day,

Mr. E. L. PLANT, Herbalist,

REWARD OF IMPLATIONS

THE PROYO CO-OPERATIV

It's taken, too, with haste, Not unpleasant to the taste.

Till every chance has pass

That you will try it—try it now!

Mother, you with watchful eye,

Do not let your darling die.

Sickness, &c.

ns which indicate the presence warms—Changeable Appetite,

Is Coming SIX Dollars a TON or 35cts a hundred pounds; FINE SALT, in large sacks 75cts a hundred. The Proprietors of the CHEAP ENOUGH SHRELY

uder contract with R. R. Co, and POT in exchange, taken but PROMISES des STORE MEDICINE OF NATURE For Destroying and Expelling all

WE WILL FORWARD GOODS TO ALL points in Utah and Southern Nevada.

Rates of freight given and guar-inteed to all points East and West. Cash advances made on unper-Already buying a spiendid stock of " Office opposite U. C. R. R. Bepol

GEO. Y. WALLACE, FRUITS DR. WM. H. GROVES, DENTIST NUTS.

CANDIES & PURE SPICES,

Prepared for the Immense Rush expected during the Holidays. 2110 JAMA

Lath, Shingles,

mouldings, etc., etc.

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Water Pipes.

and Yard, Half Block South of Depot. S. J. LYNN, Supt.

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Fresh Herring. Heller's Dundes Marmalade Finnan Haddies.

**Warmouth Bloaters.** Edinburgh Oat Meal and Meal Grits, Rose & Co's

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You will flad the GENUINE ELGIN Waltham Watch.

He has the most flattering Testimonials from the highest authorities for the excellence of the Watches sold by him. He has also the Finest Assortment of JEWELRY In every style, which will all be dis-

At a Great Sacrifice and without Pelay, To close out business. Perchasers will sure

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These rates must be prepaid quarterly or early at the office where the newspaper Single newspapers, 1 cent- prepaid.
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Orders.

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Offensive Breath, Pains in the Stomach and head, Grinding of the Teeth during Sleep, Pale Face

On orders not exceeding \$10,... 5 cents.
On orders not exceeding \$20,...10 "
Uver \$30 and not exceeding \$30, 15 "
Over \$30 and not exceeding \$40, 20 "
Over \$40 and not exceeding \$50, 25 " Britain, Germany and Switzerland, to be transmitted by the Postmaster at New York, may be obtained upon the payment of the following fees, viz: GREAT BRITAIN

LETTRIS.—The standard sing, e sate is 1/2 oz. avoirdupois. To or from the Bomission of Canada, irrespective of distance, if prepaid, 8 cents.; otherwise, 10 cents. To and from other British North America a Provinces, for distance of not over 3.0 4 miles 10 cents.

Bates of Fereign Postag The standard single rate to Great Britain is half an ounce avoirdupois; to France and the Continent (by French malls) it is it

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SALT LAKE CITY

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Fancy and Staple DRY GOODS,

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LADIES SKIRTS AND SHAWLS

"Ladies' Cloaks and Furs.

Suits and Overdresses.

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etc., etc., etc.

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Hats and Caps.

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RUBBER BOOTS. COATS AND OVERSHOES,

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U.S. Sewing Machine, Price \$6.50.

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A New Invention; never out of order; RETAR HIGHS

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Orders from all parts "dicited. Promp attention and honorable treatment guar anteed.