

liffs desire to use; that the crossing of this track and use of that part of the street was necessary to plaintiffs as a right of way for their railroad and for the purpose of connection with the Rio Grand Western railway, and thereby to reach their depot in this city. Plaintiffs went on to say that they have repeatedly petitioned the City Council for a franchise authorizing them to cross and use the streets named, but that that body has refused to grant the same, despite that plaintiffs have no depot facilities whatever, and were unable to obtain any unless they secured a right of way as prayed. The eastern end of plaintiff's track was now on the west side of Fourth West street, near the middle of South Temple, where their present franchise terminates. Thus they had to use a portion of South Temple street for the loading and unloading of their cars and for depot purposes, which was not only an inconvenience to plaintiffs but most detrimental to the public. They had sought to make arrangements with the Oregon Short Line and Utah Northern Railway Co. for the crossing of that company's track at the place mentioned, but had been unable to do so.

During this year, the plaintiffs say, their business will consist chiefly of carrying passengers to Saltair Beach, and they would be unable to accommodate their patrons or carry on their business successfully without proper depot facilities.

Hence they pray that the use of the lands and premises designated be decreed as necessary to their use; also a right of way and crossing over the defendant railway company's track; that the court determine the conditions upon which plaintiff may cross the thoroughfare to a connection with the tracks of the Rio Grande Western; and that they be granted the use upon such conditions as may be just and equitable.

Counsel in the case are Hon. F. S. Richards and Bennett, Marshall and Bradley for the plaintiffs; Williams and Van Cott and Judge Hoge are for the defendants.

Hon. F. S. Richards insisted that inasmuch as the plaintiff had not sufficient time to construct a depot before the opening of the bathing season, which would be some time during the present month, it was important that the matter at issue should receive immediate consideration. He therefore asked the court to grant the prayer contained in the complaint.

For the defense it was argued by Attorney P. L. Williams that the crossing of the other company's track by the plaintiffs at the point indicated was unnecessary, and that the non-construction of the depot was due to plaintiffs' sloth and indolence.

Mr. Richards intimated that he would have something to say on that point later.

The case is likely to occupy the whole of the day.

ANOTHER TO FOLLOW.

The Salt Lake and Los Angeles Railroad company vs. Robert Alvin Ure is another suit to be tried at the conclusion of the foregoing. Plaintiffs have instituted condemnation proceedings against the defendant, and the substance of this grievance was

given in the columns of the News a day or two ago.

COURT NOTES.

In the case of Merchant & Company vs the E. O. Coffin Hardware company, the defendants have confessed judgment for \$238 in Justice Gee's court.

The Northwestern Barb Wire company have filed an action against United States Marshal Benton in the Third district court to recover \$979.78, alleged to be due for the conversion of certain property at Ogden on April 27. Dey & Street are the plaintiff's attorneys.

In the case of George Brennan, charged with perjury, a jury was empaneled and several witnesses examined, when a defect was discovered in the indictment. The defense asked that the jury be instructed to bring in a verdict of not guilty, but this request was denied, and on motion of Mr. Stephens leave was given to resubmit the case to the grand jury.

In the Third district court yesterday afternoon the case of Frank Edgington, charged with attempted arson, was called up. The alleged crime was committed in Davis county on March 11, 1892. The defendant's whereabouts, however, were not learned until some months after the indictment, when he was apprehended in this city by Deputy Marshal Goodsell. He was then placed under bonds and released, but during the criminal hearing in February of the present year the bonds were declared forfeited, owing to the fact that he was absent when called for trial. On February 26th he was brought into court by his bondsmen, the default set aside and since that time he has been in the penitentiary awaiting a hearing. At the trial yesterday the court instructed the jury to bring in a verdict of not guilty.

CITY SCHOOL BOARD MEETING.

The city school board met last night with President Nelson in the chair. All the members were present except Pratt.

A COMPLAINT REFUSED.

The Builders' & Traders' Exchange complained that they had not been fairly treated by the board in the manner of dealing with the the Oquirrh school building. A Committee on sites and buildings.

WRIT OF ATTACHMENT.

A writ of attachment for \$115 was served on the board in the case of Peter E. Hanson vs Klambeck & Parsons Bothwell & McConaughy. A letter was also read from F. M. Wright stating that Hansen has no claim against the Washington school, but that he might have a bill against Klambeck & Parsons on the Eleventh ward school building. Referred to the attorney of the board.

SITES AND BUILDING MATTERS.

The committee on sites and buildings reported that the engineer had furnished the board, free of charge, a copy of the map of the annexed district and same had been filed. They recommended that the clerk be instructed to acknowledge the receipt of

same, accompanied by the thanks of the board. Adopted.

The same committee reported that they had employed Mr. C. Low, a mechanical engineer, as an expert to examine the heating plants in the school buildings. Appended to the committee's report was a report from the expert recommending certain improvements at the Lincoln, Hamilton and Bryant buildings. The committee also submitted a statement showing that the cost of heating the buildings, per day, was as follows: Fourteenth school, \$2.62; Lowell school, \$3.15; Hamilton school, \$4.50; Bryant school, \$3.26; Lincoln school, \$4.65. The reports were filed.

The same committee recommended that \$1500 be appropriated to S. W. Morrison, bondsman for Telfer & Hunsaker, contractors on the Franklin school building, on the execution and acceptance of a bond in the sum of \$2000, with the usual provisions. Adopted.

The same committee asked that authority be granted them to fit up the two basement rooms in the Sumner school building and the three basement rooms in the Washington building for school purposes; also that they be permitted to substitute home-made tile for Jackson school building instead of the encaustic tile as required by the specifications, with the additional cost. Adopted.

A VARIED REPORT.

The committee on teachers and school work reported as follows:

That the question of granting a holiday to the schools on May 1st was presented to the committee and granted because of the failure of the board to assemble last week; that they had ordered furnishings for the southwest basement room of the Hamilton school and the employment of a teacher for the same; also that the room is now occupied and well filled with pupils; that they were in receipt of a letter from F. D. Keeler, principal of the Franklin school, in which he set forth the fact that at the opening of the school year he executed a contract with the board to teach in the Sixteenth ward school until the completion of the Lincoln school, when new arrangements were to be made. Upon the completion of the latter building he was engaged as principal of that school, and held himself in readiness to execute a contract for the remainder of the school year. Such contract, however, when presented to him fixed the term of his service at June 9th, one week less than the term for which the principals and teachers who have taught no longer than he are to be paid. In view of this fact the committee recommended that he be paid for the term, as in the case with others who have served as teachers from the opening of the school year. That the schedule reported by the superintendent be adopted, applying to teachers and principals of grade buildings and teachers of the high school. The first, second and fourth paragraphs were adopted. The third was referred back to the committee, to report at the last meeting in this month the names of teachers who are situated in a manner similar to Mr. Keeler.

The schedule referred to in the fourth paragraph is as follows for grade teachers: