PROVO.

PROVO, UTAH, - NOV. 27, 1894.

The $20,000 Damage Suit.

The decree in the damage suit of the Central Building company vs A. O. Smoot and H. B. Cluff was that the defendants, in entering into a contract to convey the lot, were acting as an executive committee of the board of trustees of the B. Y. Academy, which plaintiffs knew. (They are now sued individually.) The main defense, however, is that at the time the deed was to have been tendered Jones and Dodd, defendants were not ready to furnish a good deed and plaintiffs were not ready to pay the money agreed to be paid for the lot. Defendants note that if any breach occurred it was at that time. After that failure to receive a deed Jones and Dodd assigned their contract to purchase the lot to the Central Building company, and that company proceeded to erect the building upon the ground, well knowing that the defendants had failed and were unable to furnish a good deed, and defendants claim that plaintiffs must sue for damages for expenses made after they had knowledge of the above facts.

The reason for Brigham Young Academy trustees were unable to transfer the property was on account of a clause in the trust deed from President Brigham Young to the trustees, which provides that no sale of the property conveyed in trust for the benefit of the academy should be made except an agreement to sell was obtained from all the heirs.

A suit to quiet title has been brought since against the heirs of President Brigham Young and the title quieted in the trustees.

General Court Items.

Israel Evans vs. Nottingham Fire Stock and Dairy company; time for plaintiff to answer defendants cross-complaint extended to December 10th.

D. Salisbury vs. W. W. Jenkins et al; decree by default, granting judgment as prayed for in plaintiff's complaint.

The matter of dissolution of the Lake Shore Irrigation Co. was set for hearing for December 31st.

In the case of the Sears Glass & Paint Co. vs Springville Milling Co., time for hearing demurrer set for November 29th.

In the case of the First Ward Pasture Co. vs Wm. Strong; $10 costs and costs of court imposed upon defendant.

Notes and Personals.

John W. Turner has so far recovered as to be able to leave his bed today; the first time for two weeks.

At a meeting of the city council last evening John H. McEwan was appointed a policeman.

R. A. Heaney, J. L. Clayton and other sluiceds went to Moab today to slay rabbits.

Henry Gillard, aged 41, and Elizabeth Lord, aged 37, both of Provo Bench, and George N. Dimmitt, aged 28, and Wilhelmina Bjorn, aged 25, both of Pleasant Grove, have received marriage licenses.

The Spanish Fork company of cavalry, National Guards of Utah, will come over Thursday to take part in the military display in honor of Governor West and staff, who have been invited to the ball to be given on Thanksgiving evening by Company A, second regiment, N. G. U.

OBITUARY NOTE.

ELDER WILLIAM ENGLISH.

OGDEN CITY, Utah, Nov. 20, 1894.—I have been requested to send for publication in the DESERET NEWS a few items of the late Elder William English, whose death shocked and cast a gloom over this community where he was so well known and highly respected by all who were acquainted with him.

The accounts of his death have been various and conflicting, but the following seems to be the most correct as far as I have been able to learn from the witnesses of the disastrous

On Wednesday afternoon, the 7th inst., Brother English left his establishment of Mr. F. H. Wilson on State street, with a load of freight for shipment by the railroad. His route lay down Twenty-fourth street, the lower part of which is crossed by the railways. As he neared the crossing, he found the road nearly blocked by several passenger coaches belonging to the Rio Grande Western railroad company. These vehicles obscured the view of the road to a great extent and he was unable to see whether any train was approaching from either direction, on the right or left of him. The coaches were on the north of the crossing on a siding. English drove past the coaches over the track. At this time a Southern Pacific train was being pushed into the depot, but Brother English did not see it in time to escape a collision. He tried, it is said, to turn his team, but the animal became excited and restless, and he seems unable to be controlled. He came to the track, the sleeper of which struck the wagon a blow. It was about the middle of the wagon, and apparently wrecking it, and dragging the horse forward several rods along the track, but not killing the animal immediately. But as soon as the unfortunate Brother English fell, his team became ungovernable and ran away. It appears was precipitated into the center of the ravage from which it is said, he was seen to wave in a creeping position, under the cars, as if he had been knocked like down and rolled into one several times, as he was dragged along for fifty feet before the team was stopped. When it was discovered that the wounded man had passed over both legs, almost severing them below the knee. The flesh was torn from his hollow flanks, and his head and body were bruised and torn. He was carried as speedily as possible to the Union Pacific hospital, where a consultation was held by Drs. Preston, Alonzo and Armstrong, at which it was decided that one of the surgeon's knives, William English's, underwent an operation with such fortitude, but in vain, which he survived, and was able to talk, and was conscious of his condition. He was able to recognize his wife and family, and bear witness to his faith in the gospel, and was able to be administered to, and to bless his children and bless his wife, and to bless his father and mother, and his brothers and sisters, and his friends, and to say that he was willing to die, and was willing to live, if it was the will of his Father in heaven, and he was willing to be administered to, and he was willing to be healed, and he was willing to be taken home to his Father in heaven, and he was willing to be administered to, and he was willing to be healed, and he was willing to be administered to, and he was willing to be healed, and he was willing to be administered to, and he was willing to be healed