

UTAH LIGHT IS STILL IN FIGHT

Pioneer Company Offers City Council a Counter Proposition on Gas.

MATTER GOES OVER A WEEK.

City Attorney Ogden Hiles Holds That There is no Existing Contract For City Lighting.

By offering a counter proposition to the city council last night for installing gas street lights, the Utah Light & Railway company succeeded in having the report of the committee on streets and improvements laid over for a brief time so that the matter of entering into a contract with the Welshbach Street Lighting company of America for installing its gas lights in the place of electric arc lights now in use was not acted upon at all. Seeing that the committee had determined to have gas lights instead of arc lights, the old company put in a proposition to the city council at the same time, and at the same price, namely \$32 per light per year for the first three years and \$50 per light per year for the second year period.

The Utah company also offered to install for a test of two or three weeks 50 candle-power incandescent electric lights on the main streets of the city. This would cost \$30 per year each for the first three years and \$28 per year each for the next three years. It also offered to make a test of the Welshbach light and also of the Welshbach light upon the same conditions as the incandescent light.

Mulvey and Mulvey urged that the Welshbach proposition be adopted without waiting any longer to consider the Utah Light & Railway company's proposition, but this was opposed by the committee on streets and improvements, and the committee recommending the acceptance of the Welshbach system was finally laid over for a week.

CITY ATTORNEY'S OPINION.

In connection with the lighting matter, the committee had asked City Attorney Ogden Hiles for an opinion as to whether or not the old contract with the Utah Light & Railway company for arc lights which was not renewed at the expiration of 1904, by a three-year period was still in effect as claimed by the company. The attorney stated in the following opinion that the contract is not in force, and that the city is at liberty to make any other contract it chooses:

Salt Lake City, Utah, Aug. 26, 1907. To the Honorable President and Members of the City Council of Salt Lake City, Utah: Gentlemen:—The question has been propounded to me whether the contract of the Utah Light & Railway company, made with the city of Salt Lake City, Utah, on the 10th day of March, 1904, for lighting the streets of Salt Lake City, is still in force, having regard to the terms of that contract and the terms of the ordinance entitled "An ordinance ratifying and confirming the transfer of franchises to Utah Light & Railway company, a corporation, extending the life of said franchises, and amending the same, including the franchise of the Utah Power company," passed Aug. 3, 1905, and approved Aug. 1905, the ordinance of the city of Salt Lake City, Utah, of the 2nd of section 5 of said ordinance, considered in itself a contract of the city with the grantee that the grantee will furnish and maintain the lighting of the streets of Salt Lake City for a three-year period from the time of the passage and approval of such ordinance, according to the prices hereafter provided in the contract of March 5, 1904.

SOME PROVISIONS. On the first consideration I observe that section 2 of the contract of March 5, 1904, provides as follows: "This contract shall be operative in all its parts and conditions beginning March 1, 1904, and continuing until March 1, 1907, provided, that in the option of the city council of said city said contract may be extended in all its parts and conditions for a period of two years after said March 1, 1907, by said city council giving not less than 90 days' notice in writing, previous to March 1, 1904, provided, that in the option of the city council of said city, to so extend and renew this contract."

By the foregoing term, said contract would, by its words, have expired on March 1, 1904, had not the city council its option to continue the same for two years, which it did by the following communication in writing to the Utah Light & Power company: Dec. 3, 1903. Utah Light & Power Company: "The Utah Light & Power company is notified that Salt Lake City exercises its option to extend, in all its parts and conditions, for a period of two years after March 1, 1904, provided, that in the option of the city council of said city said contract may be extended in all its parts and conditions for a period of two years after said March 1, 1907, by said city council giving not less than 90 days' notice in writing, previous to March 1, 1904, provided, that in the option of the city council of said city, to so extend and renew this contract."

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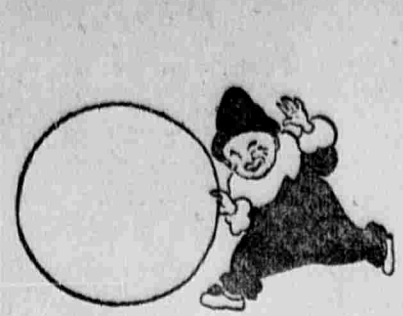
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The vacation days for the children comes to a close this week, and once more school will start. "Money Back" Shoes are in a class of their own built for comfort and wear the same pains is taken with children's wants as with the grown folks.

DAVIS SHOE CO.

Lighting under this paragraph in case said city desires such discontinuance.

NO THREE-YEAR CONTRACT.

I am of the opinion that this paragraph is not, by a fair construction of its terms, a contract for a three-year period from the time of the passage of the ordinance, and that it is in no sense a contract at all, but the ordinance, by its terms says that any street lighting furnished the city by the Utah Light & Railway company shall be done, made and had through contracts between the parties, of not less than three-year periods.

Therefore, I am of the opinion that no contract at present exists between the parties for furnishing light for any definite or specific period of time, and that Salt Lake City is now at liberty to make contracts without any reference or regard to the matters and considerations aforesaid.

Very respectfully,
OGDEN HILES, City Attorney.

TEN YEARS IN BED.

"For ten years I was confined to my bed with disease of my kidneys," writes R. A. Gray, J. P. of Oakville, Ind. "I was so weak that I could not move part of the time. I consulted the very best medical skill available, but could get no relief until I took Dr. Williams' Pink Pills. I am now well. It has been a Godsend to me. For sale by F. J. Hill Drug Co., 'The never substitutes'."

EXCURSIONS TO LOS ANGELES

Via O. & L. & S. P.
August 31st, and September 1st. Round trip from Salt Lake, going via Southern Pacific and returning via S. P. L. & N. S. L. \$40.90. Tickets limited to 30 days.

FINE FRUIT FROM NAMPA.

Idaho City Yields Large and Luscious Apples, Plums and Prunes.

George H. Horne, receiving teller of the State Bank of Utah, has just returned from a 10 days' visit with his brother, Thomas R. Horne, resident of the Utah-Idaho factory at Nampa, Idaho. The Utah man saw things in the way of fruit raising that were little short of the marvelous. He brought back with him a quantity of apples, which he estimated at 12 and 13 ounces each, and in the vast orchard of Charles Verheyen, where they grew, there were no signs of worms or diseases of fruit. From the orchard he brought back a quantity of 20 Rhone Beauty apples, weighing less than 12 inches long, but contained 20 Rhone Beauty apples, every one large and perfectly sound. Big plums, green and red, and prunes secured from the orchard of John Pittenger were of unusually large size and of delicious flavor. Mr. Pittenger has developed on the Nampa place an orchard of an oblong shape, and average size to a large round beauty. The prunes and plum crop in Nampa this year will be an immense one, but apples are not so plentiful as in years past and peaches are almost a failure, this owing to late severe frosts.

The bees in and around Nampa are doing splendidly this year, reports Mr. Horne, and the honey crop will start up between the fifth and the fifteenth of September. Nampa is in the beautiful Boise valley, 15 miles from the city of that name. It is on the line of the O. & L. railroad and by late fall will be connected with the capital of the state by an electric road. The Boise river, green and pure, flows well, has just been opened, and the one to Nampa will soon follow.

OVER SIXTY PROTESTS.

Filed With the Board of Equalization Of Water Rates.

At the meeting late yesterday afternoon of the board of equalization of water rates, more than 60 protests of one kind and another were heard and considered. The chairman of the committee entrusted with the regulation of water on water is Councilman M. E. Mulvey, and his fellow members are Messrs. Fudendall, Martin, Davis and O'Donnell, all but the last two being present at the meeting. A few charity abatement were made by the board, but the majority of protests were overruled as being varied as they were numerous.

WHAT IT IS.

Composition of the Famous Food.

A wide spread interest has been created among good living, as to the composition of Grape-Nuts. The food that has become popular and famous the world over, has long been known to physicians, chemists and food experts, that the starchy portion of entire wheat and barley flours is transformed into a true and very choice sugar, by the act of intestinal digestion in the human body. This sugar is identical with, and is known as grape-sugar, and it is in condition for immediate transformation into blood and the necessary structure from which the delicate nerve centers are built up.

A food expert followed a line of experiments until he produced the food called Grape-Nuts, of which grape-sugar forms the principal part, and it is produced by following Nature's process, in a mechanical way. That is, heat, moisture, and time are the methods employed and directed by scientific facts gained in research.

Grape-Nuts food is probably entitled to the claim of being the most perfectly adapted food for human needs in existence. Certain it is that the effect of intestinal digestion in the human body is identical with the effect action of intestinal digestion during the use of Grape-Nuts is satisfying, and the added strength of body confirms the fact. There is a Reason. Read "The Road to Wellville," in page.

COMMITTEE ACTS ON FRANCHISE

Long Delay in Council is at Last Concluded by Black and Crabtree.

COUNCIL IN BUSY SESSION.

Chief McKenzie Sends in Communication Regarding Salt Palace Officer Now Under Arrest.

Although the report of the committee was ready to be submitted to the council, action on the new franchise of the Utah Light & Railway company was postponed for one week last night upon the request of Attorney F. L. Williams for the company. When the matter was brought up, his regular course Councilman Black, who presided at the meeting in the absence of President Davis, asked that it be laid over for one week as it was desired of the company to make a few changes in the franchise which permits the company to make a number of needed extensions to its present system.

Fernstrom asked to hear from Mr. Williams on the matter and the latter stated that the council had wanted the report of the committee laid over and it was so ordered.

A petition was received from the Teluride Realty company asking that Federal Heights, which lies east of Popper place, be annexed to the city. There has been some doubt as to whether or not the city limits and it is asked that the matter be determined and the territory annexed if it is found to be so. The council referred the engineering committee as was also a petition of a similar character from Emily F. Wilbeck and others asking that the territory between Fifth and Sixth East streets and from the southern limits of the city to Twelfth South street be annexed to the city.

SALE NOT CONFIRMED.

Upon objections being raised by Preece and Fernstrom, the sale by Land and Water Company of the land and lots in City Creek canyon addition and on the north bench for \$9,600 was not confirmed by the council. The land was sold at auction last week but the matter was submitted for approval by the council Preece raised the objection that he did not think the price was high enough. He stated that he had offered that much for the land three or four years ago and as real estate was not advancing in price he thought that the property should bring a better price now. The bids on all the property were ordered rejected by the council, but Black gave notice of reconsideration and will try to confirm the sales next Monday night when he has more support from the "American" members, several of whom were absent last night.

BELL MUST ACT.

Black introduced a resolution, which was adopted, notifying the Rocky Mountain Bell Telephone company to remove its poles from the center of Sixth East Street within 10 days, or the work would be done by the city engineer and charged to the company. The resolution was adopted by a vote of 10 to 2. The district includes all the paved streets in the residence district and also First and Second avenues which are now being macadamized.

LAGUERRIER REMOVED.

The initial communication from Chief of Police McKenzie was submitted to the council last night and was acted upon favorably. It removed Special Police Officer A. J. Laguerrier, who has been on duty at the Salt Palace this summer, and who is now under arrest upon a criminal charge of immoral conduct. The chief recommended that Laguerrier be removed from his star, and the council at once concurred in the recommendation.

The chief sent in the appointments of John F. Hale as special officer at the Rio Grande yards, both of which were confirmed.

City Engineer Kelsey reported that the estimated cost of completing the pumping plant, motor and discharge pipes at the pumping station on the new intersecting sewer is \$25,000. Provided wooden stave pipe is used, but \$29,000 if iron pipe is used. The matter was referred to the engineering and sewerage committee for consideration.

MEN PAST SIXTY IN DANGER.

More than half of mankind over sixty years of age suffer from kidney and bladder disorders, usually enlargement of prostate glands. This is both painful and dangerous, and Foley's Kidney Cure has taken at first and last, and has cured many old men of this disease. Mr. R. E. Burnett, Rockport, Mo., writes: "I suffered with enlarged prostate gland and kidney trouble for years and after taking two bottles of Foley's Kidney Cure I feel better than I have for twenty years, although I am now 91 years old. For sale by F. J. Hill Drug Co., 'The never substitutes'."

AMUSEMENTS.

Theater—"In the Bishop's Carriage" with all its excitement and improbabilities was the vehicle chosen to open the dramatic season at the historic old playhouse last night. The new production, which is played by Nance Olden, the pal of Tom Dorgan, was here last December in the same play apparently did not diminish the interest in the production, and when for a good house welcomed the excellent company and followed the story with pronounced interest.

Complaints are not always odious—Jessie Busley's present support embraces but one member of the old company outside of herself, and it is Miss Busley, who has been rounded off her interpretation of the girl of the slums and added little bits of "business" that make it a finished portrayal.

Without undue reiteration it may be stated that "In the Bishop's Carriage" as presented is a good nerve tonic and there are no there moments. Those who have read the book—and who has not?—are inclined to grumble at Channing Pollock for the liberties he has taken in the interest of the ethics of the drama because he makes William Latimer marry Nance Olden and subordinate Frederick Oberholzer, the vaudeville manager, until he is almost unrecognizable. But a man of the type of Latimer would choose a "Nan the Nipper" for a bride is only equalled in improbability by the spectacle of the star reporter on the World deliberately throwing down his paper on a front page story that is both sensational and exclusive—but this is a play, Mr. Latimer's license. Mr. English as Tom Dorgan may not be altogether as satisfying as Mr. Keane who played the part last December, but the climax in the second act when he realizes that his girl does not

to fall with him was a piece of acting that prefaced a couple of curtain calls. George Richards, as the gay old Luthario Edward Ramsey, was early taken to the hearts of the audience, while the lower floor was none the less slow in appreciating his work. William Latimer in the hands of Hall Thompson also scored.

The play is highly staged and excellently presented and will be seen tonight and tomorrow night and at tomorrow's matinee.

The Salt Lake theatre, fresh from the hands of the decorators, presents a veritable transformation. Last night the small army of painters had hard work in fitting together the doors were thrown open for the season. The result of their work is strikingly apparent. Green, ivory and gold in the new colors scheme which brightens up the old playhouse wonderfully. It goes without saying that it would be vandalism to obliterate the old Morris being design, but this feature has not been overlooked. It has been touched up and generally cleaned until it is spick and span. New hangings, new carpets and a general atmosphere of cheerfulness welcomed the first nighters and Manager George D. Pyper was on hand to make a number of dark night throughout the ensuing five months.

Orpheum—There is absolutely no higher art than the playhouse this week, but this is for the unique and welcome reason that none of the six attractions can be crowded back to second place. Each one has a share of merit which makes for first quality and last night despite the counter attractions, a well filled house greeted the performers, and went away delighted. "The stunner" of the evening was a general atmosphere of cheerfulness welcomed the first nighters and Manager George D. Pyper was on hand to make a number of dark night throughout the ensuing five months.

The old friends of the Noll-Chapman combination did not recognize them last night soon enough to give them the stunner of the evening, but they did recognize the reception of their act, as soon as they were known. From the highly legitimate to "The Lady Across the Street" and "The Girl in the Hat" they made much of their opportunities, and the sketch proved highly successful.

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Gibbs. The wedding will take place in September.

Mrs. Thomas Marionaux and Mrs. George W. Snow entertained at the home of the former this afternoon at cards in honor of Mrs. C. O. Whitmore, who will leave shortly to live in Los Angeles. The house was prettily decorated and the refreshments served. About 30 were present.

Mr. and Mrs. Adilbert Burnham have issued invitations for the wedding of their daughter Lillian, to Dr. Charles Stewart Morrison of Colorado Springs, to take place at the Burnham home in Woods Cross, Wednesday, Sept. 12, at 10:30 a. m.

Mr. and Mrs. Jacob Moritz chaperoned about 35 young people at a large party last evening, in honor of Miss Elsie Metzger. Supper in the cafe and dancing formed the diversions of the guests.

Last Friday evening the Misses Maxwell who are to be married tomorrow, were honor guests at a china shower given by Miss Agnes Coulter, at her home on First street. The house was prettily decorated in sunflowers and golden-rod, dainty refreshments were served and a large number of gifts of china were received by the brides-to-be. About 20 were present.

Mrs. James L. Franken returned home yesterday after traveling for half a year in China, Japan and the Philippines. Miss Park and Miss Kiesel remained in San Francisco.

The Women's Democratic club will spend today at Lagoon. A fine program of speeches, music, etc., will be given and everything possible done to make the occasion a pleasant one for all.

Mr. and Mrs. Clark L. Whitney and children have come back from a delightful fishing trip to northern Utah and Idaho.

Mrs. Reed Smoot was in town from Provo yesterday, the guest of Mrs. Chloe Eldredge.

Mr. and Mrs. W. W. Armstrong have just returned from an extended trip, including the great lakes.

Miss Mary Mayne and Miss Clara Eilenbeck returned Sunday from the Yellowstone.

Mrs. Thomas H. Ash has returned from a two weeks' trip to Springfield, Idaho.

FIGHT AT SALT PALACE.

"Gentlemen Clerks" Central Figures in a Roughhouse Fracas.

An exciting entertainment that was not on the regular program at the Salt Palace occurred last night when a general fight took place in which Burkenholder and his brother, clerks in stands, were central figures, against the crowd. To bystanders there seemed to be a general riot involving at least a dozen fighters, but Manager Halvorson declared there were but two men fighting.

Mr. Halvorson, the manager of the resort, was of the opinion that the Knolens were to blame for picking the fight and that they should have remained in their places in their stands. For this infraction of the rules the clerks were discharged, and no arrests were made.

Dunlap Hats For Fall. On Sale Aug. 29th. Brown, Terry & Woodruff Co., 166 Main St.

KEITH O'BRIEN Co.

Our Last Wednesday Half Holiday.

WE CLOSE AT 1 P. M.

Some Very Marked Reductions in Every Department. A Day of Economy For the Morning Shopper.

Our Semi Annual Sale in Carpet & Rug Section

Millinery Section offers very sharp reductions on all summer hats—particularly Turbans and street hats in horse hair braids which are very suitable for Autumn wear.

New Fall Hats

Every day brings new arrivals in this department—some very pretty styles and smart designs in small and medium shapes are here for you to see.

Reductions in Womens Waists

Very fine lawn waist, with all-over embroidery from fine tucking and real lace, back and sleeves trimmed to match. Regular \$4.50 for \$2.45. White mill waist daintily trimmed with pattern yoke of hand embroidery, Val lace and pin tucking, back and sleeves trimmed with Val lace. Our regular \$7.00 for \$3.95.

In the Drug Department a few Wednesday Morning Specials

Ponds Extract Tooth Paste Regular 25c for 15c. Pure castile soap 1 pound full weight, only 10c. Colgate's Talcum Powder, Regular 25c special 15c. Sozodont, sold regularly for 25c special 15c.

One-Half Price

two dozen handsome white waists of fine mill, batiste, lawn and Swiss, elaborately trimmed in different styles, laces and embroidery.

Shoe Section

\$1.65 BOYS' SCHOOL SHOES EXTRA HEAVY and solid soles sizes 13½ to 2 and 2½ to 7 regular \$2.00
\$1.95 BOYS' TAN RUSSIA calf shoes—these have sold all season at \$2.75 about \$9 pairs left.
\$1.45 About 100 pairs of Women's White oxfords—your choice of any pair in stock.

Wool Blankets

the greatest Wool Blanket manufacturer in the country—surely would have an elegant line of samples— they will have and we purchased them— You may buy them from us at 33 1-3 per cent discount.

19c for Womens Hose

is an exceptionally low price. Now—our big purchase of 4,000 pairs of women's hose— we have to you at this reduction cannot fail to