DESERET EVENING NEWS.

Wednesday, - - March 16, 1892.

Copy for advertisements which are expected to appear in the Evening News should be in the office before 12 o'clock noon of the day on which it is intended to have it appear. Advertisements will also be inserted if received by mail.

Rates of advertising furnished upon application.

[illegible] for advertisements must be in advance.

NOTICE.

The Sixty-first Annual Conference of the Church of Jesus Christ of Latter-day Saints, will commence at 10 o'clock, on Saturday morning, April 4th, 1892, in the Tabernacle, Salt Lake City.

All Officers and Members of the Church are cordially invited to be present at the meetings.

WILFORD WOODRUFF,
GEORGE Q. CANNON,
JOSEPH F. SMITH,
First Presidency.

FRAGMENTS.

THERE are a number of prominent mining men at present in the city.

THE *Family Herald* never issues an issue behind the time. Subscribe for it.

THE *Modesty Journal* for March and for June reached us from McAllister & Co., ahead of time again.

In the Third District Court yesterday afternoon, Mr. Williams, a native of Wales, was admitted to citizenship.

MR. JOHN M. ZANE again officiated as prosecuting attorney in the Third District Court this morning.

THERE are messages at the Western Union Telegraph Office for George Cooley, E. J. Lendell, Henry Berryman.

ASSISTANT UNITED STATES DISTRICT ATTORNEY CHERNOW has interred from Provo, where he has been engaged in court business.

IT is announced that a movement is on foot to erect a monument on a large scale on the Great Salt Lake, in close proximity to Garfield Beach.

WITNESS after witness Counsel Attorney Murphy and Assistant Attorney Judd will change their quarters to the Hooper Building.

YESTERDAY afternoon the Lion Flagpole Building Material Company held a meeting of the stockholders and perfected its organization, and distributed the stock to the subscribers.

INFORMATION reaches us of the death, this morning, at Manti, of Brother Janes Jacobson, of Mount. He had been engaged working on the Manti Temple for some time past.

IN St. Mary's Cathedral last night the Rev. Father Scallon addressed a crowded congregation on "The Mission of Ireland," under the auspices of St. Mary's Total Abstinence Society.

THE County Court met at 11 o'clock today but transacted no business of public importance. An adjournment was taken at 12 this afternoon, when another session was held, but on account of the proceedings could not be obtained in time for publication.

AT 4:00 yesterday afternoon, Coroner Harris held an inquest on the body of the infant found in the Jordan River by some boys on Monday. Nothing new was elicited, and the jury returned a verdict in accordance with the facts already published.

THE minutes of a meeting of the Bed-Terry Mercantile Company were filed in the Probate Court yesterday, in which by resolution the name of the firm has been changed to "Pearce, Terry & Woolford Company," and the number of directors has been reduced to three instead of four, as under the original name.

THE control case of Hovey vs. Fay is engaging the attention of the United States Land Office. It involves the final credit entry No. 600, in township 1 north, range 4 west. The contest is based on complaint that the land was never residential. The taking of testimony is in progress.

JUDGE ZANE had occasion again this morning to admonish the crowd in the room of the necessity for quiet. Nothing was said by a witness during the trial of a case which caused the inability of the body of listeners, and they gave vent to an outburst of laughter. There smile was of very short duration. It is not unlikely that one of these days the third offender will down it somewhere else than in the presence of some of these bolsterous ones. They have had repeated warnings.

WATER for B blonging to the City Railroad Company was turned into Third Street, between Third and Fourth Wards at 9 o'clock last night, the reservoir could a dark object lying on the side hill. He quickly applied the glass, viewed the rail, and then just as quickly exclaimed "Jehoshaphat! Jehoshaphat! Jehoshaphat!" Jehoshaphat was a drunken man, who was totally oblivious of his dangerous position. The inebriate had a narrow escape. He was assisted to his feet by several bystanders and taken to a place of safety.

THERE was a peculiar suit, without, among case which occupied the attention of Justice Pratt and a jury for a couple of hours late yesterday. The charge involved the stealing of two hoe Lizzie, Jack Lizzie, for legal purposes, the fair prosecutrix set a high value upon less than $100. The parties were former lovers, and the fair citizen's as the trial went, was readily established by a crowded court. The lady of the occasion verifying the old adage that "the course of true love never did run smooth"—are published fully in another column.

The "Lucky Bill" Mining Company.

Another company has been formed to operate in the Tintic country. It is named the Lucky Bill, and owns the Yankee Girl, the Wheeler and the Evening Star. The capital stock is $500,000, shares $1 each. Salt Lake is the principal place of business, and the life of the company is twenty-five years. The stock is held by E. M. Fisher, W. H. Hoxworth, I. H. Chase, John Buchanan and Ray E. Chase.

A Pleasant Party.

A pleasant and enjoyable party was given in the Fifth Ward last night in honor of Brother Thomas Green, of Provo, on the occasion of the 72nd anniversary of his birthday, at the residence of his son, William Green. His children and grandchildren, all of whom reside in this city, were present. Brother Green was presented with a beautiful gold-headed cane, bearing an appropriate inscription. He accepted the gift with a neat little speech, fraught with timely advice and instruction.

THE PUBLIC BUILDING

And Paving Questions Discussed Last Night and Again Deferred.

PROTEST OF PROPERTY OWNERS.

Pickard Will Enjoin the City from Changing the Site of the Proposed Public Building.

AT 4:30 last night the City Council was called to order by Acting Mayor Parsons. The following members answered to roll call: Pendleton, Kerrick, Pembroke, Cohn, Pickard, Lynn, Spencer, Heath, Hall, Westenskiold, Noble, Armstrong and James.

The transaction of the following business was then proceeded with:

PETITIONS.

The Rio Grande Railway Company asked that they may be permitted to connect their city office with a telegraph line. Committee on streets.

F. W. Little and J. H. Olive asked to be allowed to pile building material on First East Street, between Second and Third South streets, for a period of thirty days. Granted.

C. W. Peck asked that he be given the privilege to pile building material on Ninth North First West Street for 10 days. Granted.

W. A. Ryers asked for the privilege of piling building material at 52 Vine Street for three months. Granted.

Elias Christenson asked for a free peddler's license. Committee on license.

H. T. Evans et al. asked for an extension of water mains on First South Street, west, from the present terminus, to a point midway between Fifth and Sixth West streets. Committee on waterworks.

J. R. Walden, city treasurer, asked that certain amendments be made to the ordinance licensing and regulating pawnbrokers recently passed by the Council. Committee on municipal laws.

Edward Wilcox, in behalf of the Bailey & Page Sound Railway Company, asked for a right of way on the south line of sections 10 and 11, T. 1. S. R. 1. W. Committee on streets.

Robert Smith et al asked to have Sixth West Street graded and put in passable condition. Committee on streets.

Ralph Zwick et al asked to have the proposed new reservoir located far enough up the canyon to have water carried with the pressure to Thirteenth Street. Committee on waterworks.

WANT WATER.

The following petition from C. D. Ill, George and 113 others was also referred to the committee on waterworks:

SALT LAKE CITY, March 16, 1892.

To the Hon. Mayor and City Council of Salt Lake City:

GENTLEMEN—Your petitioners would respectfully represent: That they are all owners of property on the North Bench between Ninth and Thirteenth streets; that many of them purchased their holdings from the city over a year ago, with the understanding that the mains would be extended to that district without unnecessary delay; that some time ago they petitioned your honorable body for such extension, but no recommendation of your committee on waterworks it was not granted.

We would call attention to the fact, as shown in the annual report of the superintendent of waterworks, and which is well known to your body, that a considerable portion of the Third Ward pipe line in city Creek canyon is composed of wooden pipe, which is in a bad state of repair, and will soon have to be replaced by iron pipe. The suggestion of the superintendent of waterworks and city engineer, that in case this is done, the line be extended up City Creek canyon a sufficient distance and connected with a new reservoir, is, we think, a sufficient pretext to carry the water to Thirteenth Street, and would furnish a supply for the Twelfth Hill grounds.

Your petitioners would further represent that on February 4th your committee on waterworks made the following recommendation: "That a new reservoir be located on City Creek canyon of one and one-half million gallons capacity to supply the Capitol Hill grounds and the Twelfth Ward pipe line as well. The work should be done some time during the coming year."

This action, while it defined the policy, left it indefinite as to when the work should actually be commenced. We would therefore renew our petition asking for an extension of the mains to said district, and respectfully ask that some definite action be taken.

MR. SMITH'S GUNS AGAIN.

J. R. Walden et al represented that Mr. S. H. B. Smith, of the Tenth Ward, was maintaining a herd of 50 cows at his yard in violation of the city ordinance, and asked that the nuisance be abated. Referred to the committee on ordinances.

Mr. Pickard—The cows have not been fed for months, and yesterday they have been kept outside the city limits until two weeks ago. Mr. Smith has been arrested for the offense, and will be arraigned in the police court tomorrow. I think it would be well to await the outcome of the trial before proceeding to remove them.

Mr. Wallace said that the council instruct the city marshal to remove them immediately.

Mr. Pembroke—The city marshal has nothing to do with the matter whatever. It is entirely within the scope of the duties of the Board of Health.

Mr. Hall—I contend that it is the marshal's duty, and more that he be instructed to abate the evil at once. If Mr. Smith repeats the offense, arrest him every day if necessary.

The motion prevailed.

PROTEST AGAINST THE REMOVAL OF THE JOINT BUILDING SITE.

Your petitioners, the undersigned, in behalf of themselves and earnestly protest against the action of your honorable body in attempting to change the location of the proposed city and county building from the corner of First South and First East streets, the site where the foundation of said building is already commenced to the Eighth and Eighteen. Reasons for our protest are:

1—That the first named location was selected as a site for said building after due deliberation, and the work of securing the premises has already commenced thereon. That there are no objections, that we know of, to the site selected, which cannot equally as well be urged against the Eighth and the Eighteen, personal gain is having said site changed.

2—We are informed and believe that it is the purpose of said parties, after the proposed change of site shall have been gained, to use the Eighth Ward square for the building, and thereby throw the whole city into a state of confusion, expense and much to endless delay, business and strife.

3—We are informed that the money asked from the city in the county, from the use of the present site for the erection of a joint building, is insufficient. The foundation, if location, we have been informed, by architects, will be an expensive one, and we are afraid of making any other deposit on of the present site.

Therefore, for all reasons, desire to see the joint building erected on the site first selected, and to which the energies of all persons so inclined, prepare and defend its erection. We therefore, as taxpayers, only protest against the action already taken in passing the resolution adopted at your last meeting, but also in the future, and respectfully petition you to rescind such action.

[Signed by]
Wm. Jennings,
W. A. Ingersoll,
Robert E. Lewis,
H. B. Farnsworth,
Hannah Ann Farnsworth,
Elizabeth Ann Farnsworth Dee,
Joseph F. Smith,
John H. Green,
Lorenzo Snow,
Jane Snow,
Zina D. H. Young,
Emmeline B. Wells,
E. M. Ferguson,
E. L. Williams,
Ellen Ferguson,
Wm. Ferguson,
T. A. Weed, etc.

Laid on the table.

PROPOSED AGREEMENT.

The City Attorney then submitted a form of agreement between the city and county, providing for the erection on a joint building, to be located on the Washington Square, said building to be for the joint use of the city and county officials; that the city shall pay half of the cost of the building, which is to be not less than $200,000 nor more than $400,000, unless hereafter changed, the plans and specifications for the building to be furnished by the joint committee and approved by the council and county court; that the city shall deliver to the county a deed for an undivided one-half interest in the block; that the county shall sell its undivided one half interest in the site first selected and pay the proceeds to the city.

Councilman Pickard—There seems to become my duty to enter a solemn protest against the passage of this resolution as practically giving away the powers by perverting the use of our public squares. If an attempt is made to ratify the action of the joint committee with reference to the selection of the site of the proposed public building, remember, gentlemen, that you will be sued. The papers are already being prepared. I speak for myself I say—and I speak more not nothing less. The parks must be preserved.

Mr. Joyce—For information I will inquire of the city attorney if it would not be possible, under such a contract, for the city and county, separately or jointly, to dispose of their respective portions of the square for any purpose they may might seem proper.

City Attorney Merritt (smilingly)—In the face of recent decisions, applying every possible to the city, no.

Acting-Mayor Parsons—By the adoption of Mr. Scofield's resolution last Friday night bearing on the question, we agreed to go to Washington square. In a meeting with the County Building committee last evening that action was sustained. In my opinion we should not now go back on what we done and at least be consistent with ourselves.

Mr. Pembroke—I move for a reconsideration of the action taken Friday night, and also offer the following resolution:

"Whereas, it has been asserted in a communication to the Council, signed by many prominent citizens of this city, that legal opposition will be made to changing the site of the joint city and county building, which would delay the construction of said building, and thereby delay the extension of said building, which delay would occur in any such change as contemplated, and be detrimental to the interests of this city; and

"Whereas, whatever may think the site of the Eighth Ward Square superior to the original site, it is the opinion of the council to further delay the building; therefore, be it

"Resolved, that we do request the members of the City Council to endeavor to procure the sanction of the joint committee to the original site, and that we commence the construction of the said joint county and city building on the original site."

The resolution was defeated and the motion lost.

Mr. Hall—I am heartily in favor of erecting the public building on Washington square and putting the grounds. When the question of selling Washington square was so urgently advocated, the Council did not seem deterred from disposing of it because of an injunction; there is in the face and threat of another injunction why should we be deterred from action? We are as likely to be enjoined from building on the original site as on Washington Square. The majority of the members of the County Court are in favor of the proposed change.

Mr. Lynn—If this matter has come up for final action I will state that I know that the members of the county court are not in favor of the change of site, if it will cause a delay. The facts of the petition presented to-night and the warning given us by Mr. Pickard that we will be enjoined, it should be sufficient to deter us from proceeding in any on this point. If the matter is taken to the courts it can be kept there for two years at least, without much difficulty.

Councilman Pendleton—The selfish motives of the petitioners are plainly apparent. I do not think we ought to pay any attention to the protest.

Councilman James—In my opinion it would be a strange proceeding on our part to take cognizance of the threatened injunction. For I joint building must be erected and we are ready to do it. Washington Square must and shall be parked and improved whether the joint building is placed on the original site or not. If erected on the site first selected, and in addition to that, we have to grade, park and improve Washington Square, then the our mills on the dollar levied by action of this Council last year will be entirely inadequate to our needs. Is it possible to run this city government on the present rate of tax? Not if the proposed policy is pursued. It will be necessary, gentlemen, to raise the rate of tax to at least six mills on the dollar, to meet our needs. We are deceived, in common with the people, will have to pay it. I know where the kick comes from, but I do not care. It is between the east and west side. Now, then, let us do something.

Councilman Spafford—I move that the joint building committee meet tomorrow afternoon and come to some definite understanding and report the result of their labors to a special session of the Council held for the purpose (remembering the matter.

Councilman Pickard—I was not in favor of rescinding the thing through. I move that it be laid on the table and be made a special order of business for Friday night, and that the form of agreement and bond be ordered printed. Carried.

ON SETTLING TANKS.

Superintendent of Waterworks Ryan stated that it was about time to begin to make preparations to use the Sugarhouse copper water, and as no steps had yet been taken to arrange for settling tanks at the least of the pipe line, he recommended that the old tanks in City Creek canyon be moved and placed at the head of the Emigration pipe line. Committee on waterworks.

FROM MR. RENTON.

The following communication was read and filed:

"I would respectfully report to your honorable body that we have commenced construction under the contract granted on October 20, 1891, and by your honorable body afterwards extended until this date, namely, the 15th inst. for the commencement of construction, under the extension, to be on or before March 15, 1892.

"Respectfully yours,
"JOHN H. RENTON."

MANTON AVENUE.

Auditor Hoag asked for an appropriation of the $9,000 due on the purchase of Manton Springs. The amount was appropriated.

PARLEY'S CONDUIT.

The Board of Public Works reported that they had entered into a contract with De Witt A. Williams, of Colorado, for doing all the work of constructing the conduit from Parley's Canyon, at a price per rod, for $10,952, and that he executed a bond with James H. Bacon and J. C. C. Gandell as sureties. The matter went over until Friday night.

ON DRAINAGE.

The Board of Public Works reported that they had made a contract with Hyrum J. Wilkerson, of Ogden, for the work of constructing a canal along Parley's Canyon for $25,000, who had executed a bond with J. C. Cullen and W. H. Morrison as sureties. The contract and bond were approved.

ON SIDEWALKS.

The City Engineer and Watermaster, to whom was referred the matter of constructing a canal along Ninth South Street, from Seventh West to the Jordan River, with a view to relieving the Ninth Ward of water, reported that the water complained of was due to insufficient drainage of farm waters and to overflows from the canals. They recommended that the drainage of the district was rather a subject for private enterprise than of public necessity. The canal already constructed on Eighth South Second Street is the best job as well as how was constructed on Ninth South. Adopted.

ESTIMATES ON SIDEWALKS.

The city engineer offered the following report on the cost of sidewalks and cross walks:

ROCK.

Third West, from Seventh East to Fifth West, both sides, including crosswalks:	
Assessed properties	$14,678 [illegible]
City's proportion	1,[illegible]
Total	$17,[illegible]
Second South Street from Seventh East to Fifth West, both sides:	
Assessed properties	$[illegible]
City's proportion	[illegible]
Total	$[illegible]
South Temple from the Templeton Hotel to the Union Pacific depot:	
Assessed properties	$[illegible]
City's proportion	[illegible]
Total	$[illegible]
BRICK WALKS AND STONE CROSSINGS.	
First South from Seventh East to Fifth West:	
Assessed properties	$14,[illegible]
City's proportion	[illegible]
Total	$[illegible]
Second South from Seventh East to Fifth West:	
Assessed properties	$12,[illegible]
City's proportion	[illegible]
Total	$[illegible]
South Temple from Templeton Hotel to Union Pacific depot:	
Assessed properties	$5,[illegible]
City's proportion	[illegible]
Total	$[illegible]
GRAND TOTAL.	
City's proportion	$[illegible]
Assessed properties	$[illegible]
Total	$[illegible]

COST PER LINEAL FOOT.

Wood-block walk, paving .[illegible], grading .[illegible]. Total .[illegible].

Eight-foot walk, paving .[illegible], grading .[illegible]. Total .[illegible].

COST PER SQUARE FOOT.

Six-foot walk, paving .011, grading .[illegible]. Total .[illegible].

Eight-foot walk, paving .[illegible], grading .[illegible]. Total .[illegible].

ANOTHER PROPOSITION FROM MR. LEMINGTON.

"I will lay a sidewalk, consisting of a two-inch wooden cover, on these, and on-inch wooden sleepers, for 20 cents per square foot, and guarantee the same for a period of ten years.

"If your honorable body will set aside some one district in which to use this material, I will do the first one of the kind free of charge, to the 600 feet, or one block, of this sidewalk, and if it proves to be all that I have claimed for it, then I ask no more than the contract in the district specified in the above prices and conditions otherwise, I would be in a position to place the property of the city without cost.

"The above proposition is based upon the assumption that the city will compare the grade and level of the walk. If your honorable body decline me to do the grading and prepare the bed, then the price will be 25 cents a foot, as the city engineer and myself shall agree upon."

Mr. Remington supplemented his petition by stating that he could get a petition from a majority of the property owners on Second South Street, from State to Seventh East, saying that this material be used for sidewalks on that street in preference to brick.

The matter provoked a good deal of discussion, when it was finally decided that First East Street, from First to Fourth South, be paved with this material, except where property owners desire to use other material. The remainder of the proposition was laid over until Friday night.

AGAIN DEFERRED.

The committee on license again brought in a report recommending that a retail liquor license be granted Mr. Foll at the Franklin Avenue theatre. The report was substantially the same as that brought in by the committee three weeks ago, but Mr. Hall insisted that it was a new report but he asked that action be deferred for another week. The motion was seconded by Mr. Westenskiold, the chair sustained the motion and Councilmen Pembroke appealed from the decision of the chair. Messrs. Pembroke, Pickard, Kerrick, Cohn, Lynn, Noble and Armstrong voted in favor of the appeal, while Messrs. Hall, James, Westenskiold and Heath sustained the chair. Under the rules the appeal was lost.

Mr. Pembroke then moved that the license be granted, but was voted down, and the matter went over for one week.

THE WOODMAN GROVE.

The City Engineer reported that Riley & Nye had completed the highway bridge across the Jordan river on Fifth South street, and $1,974.20 was due the contractors. The amount was appropriated.

THE SAND BEDS LEASED.

The committee on public grounds recommended that the North Beach sand beds be leased to A. G. Paddock. Adopted.

SOUTH BENCH WATER QUESTION.

Councilman Pickard offered the following resolution, which was unanimously adopted:

Whereas, The Council adopted the report of the superintendent of waterworks in his annual report, and that a reservoir be established at a point in City Creek Canyon high enough to supply a perfect water pressure for the south bench and Capitol Hill, and

Whereas, The city has sold lots and blocks of ground in these benches which are not supplied with water.

Therefore be it resolved, That it is the sense of this Council that the work of establishing this water system be commenced at once and the system completed before south of Thirteenth Street, either now or in the future, and that the city engineer be requested to furnish an estimate of the cost of the proposed improvements of same.

MAP APPROVED.

The City Engineer reported that maps of "Jordan Place" had been filed with him in accordance with an ordinance covering such matters, and asked for authority to approve the same. Adopted.

APPROPRIATIONS.

The following appropriations were made:

Gas Company	$ 1,[illegible]
Salt Lake Savings Property	[illegible]
John J. Rice	[illegible]
Salt Lake Herald	[illegible]
City Cemetery Improvements	[illegible]

The session was continued until 12:30 this morning, when a motion to adjourn until Friday night was carried.

A NEAT LITTLE LOVE STORY.

A Jury in Judge Zane's Court Have to Settle a Knotty Point.

AN EXTRAORDINARY CASE.

"Two Hearts that Beat as One" Disunited by a Young Man from Bingham.

Before Judge Zane, in the Third District Court this morning, the trial of J. H. Morton was resumed, the charge being that of breaking into the house of Mary A. Smiley and taking certain letters and papers which the prosecution valued at $250.

Messrs. Winters and Kinney again appeared for the defense.

The evidence of Mrs. Smiley was to the effect that on February 5th, in the present year, certain letters and receipts were taken from her room. Some time afterwards, at the residence of Mrs. De Witt, and in the presence of one Major Wiggins, the defendant admitted to her that he had taken the papers, and had a promise in so doing. She valued the papers taken at about $250. She was at one time engaged to be married to Morton.

Major Wiggins of Silver City, formerly of this city, said he was acquainted with the prosecutrix and the defendant. Witness met the parties at the house of Mrs. De Witt, and defendant then had some letters in his possession belonging to Mrs. Smiley, which he expressed a wish to read. He said he was "engaged" to Mrs. Smiley, and had the box of letters in question from a drawer in one of her rooms as he was "curious" to know what some other fellow had written to her.—In cross-examination, the witness said he had met the defendant once before on the occasion at the house of Mrs. De Witt.

Mrs. De Witt was next called. She testified that she knew both the prosecutrix and Morton. At her house on the occasion referred to by the last witness the defendant stated to her that he had letters in his pocket which he had taken from a drawer in Mrs. Smiley's room. At the time he alleged that he did this Mrs. Smiley had given him the letters, and asserted that he took the letters "for a purpose;" but she did not remember his saying what that purpose was. In cross-examination, the witness said she displayed no particular interest in the case, and had no special desire to send the defendant to the penitentiary for stealing a number of love letters.

Mr. Winters here moved to have the case against the defendant dismissed, there being nothing against him but a technical breach of trust.

Judge Zane ruled that the case should go to the jury on the evidence.

The defendant was then put on the stand. He said he had been acquainted with Mrs. Smiley for about two years. He obtained the two letters in question (and nothing more) from a waistband in a drawer at her house. He went there on the evening of February 5 to see Mrs. Smiley. It was about seven o'clock; she was present and knew that he had the letters in his possession. He and prosecutrix had been engaged in May, 1890, and he used to call upon her once a week at least. On this particular occasion he was still engaged to her with a view to marriage. The two envelopes and letters were addressed to Mrs. Smiley. He knew the man by whom they were written; he lived in Bingham. Defendant had not engaged in adultery with the lady in question. He had been in the house a couple of hours before he saw and took the letters; the drawer was open. Had he thought he would not have known of the letters.

Answering Mr. Zane, the defendant said he was positive that he took nothing more than the two letters. Until he came across these letters he firmly believed that Mrs. Smiley had been "honest towards him."

Mr. Zane—These letters incensed your young affections. (Laughter.)

Defendant said he was curious to know what they contained.

Replying to Mr. Zane, defendant said that Mrs. Smiley was in another room when he first caught sight of the letters, and when she returned he spoke to her about them.

Mr. Zane read from a letter which the defendant wrote to Mrs. Smiley, while he languished in the penitentiary, and in which Morton said: "Just think of it, because I took these letters. You know why I took them, but I see now I ought not to have taken them; but I told you the night I took them that I would give them back as soon as we settled the money matters between us, as I wanted them for evidence, as I said you; but I see now I have done wrong."

Defendant—When I saw that she had broken off the engagement with me, and she had "promised" another man, I felt that we ought to settle up money matters between us.

Mr. Zane—And you filched these letters in order to wring money out of her?

Defendant—No, I did not.

Mr. Zane—Then what money matters could these letters refer to?

Defendant—When I first took them I did not know as to the money matters; I did not read them then and there. I did not get them read that night at all; I had no time to read them before her return.

Mr. Zane read from a second letter written by the defendant, dated Feb. 13th. In this he said: "I would give them back as soon as the money matters were settled between us. I wanted them for evidence."

Counsel asked—What bearing had these letters on money matters?

Defendant—I don't know; I wanted to show them to my lawyers, which I did afterwards. But when I took these letters it was not with that object at all.

Mr. Zane—Is it not a fact that you filched into that drawer and took some receipts also?

Defendant—No, I did not; I simply took these two letters.

Mr. Zane—Are you a religious man?

Defendant—I am a moral man.

Mr. Zane stated that from a letter of the defendant sent to Mrs. Smiley from the Penitentiary on March 9th, He wrote: "As I am so lonesome here I thought I would write you a few lines. I am not very well; it is very confining for me here. I hope you are well You know, of course, why I am here, and on what grounds I got here. This is the first trouble I have ever had, and I never thought I would ever have any trouble with that lady; for she knew I would do anything for her."

Defendant, in reply to Mr. Zane, said the words "that lady" referred to Mrs. Smiley.

Mr. Zane, continuing to read the letter: "But still, if it had not been for something else, I do not believe she would have done what she did. She thought I would take the trouble; but I never should have done it. If she would pay me the first note I would give her a receipt in full. If I get out of here I shall go away. I hope there may be something turn up that I may get out. She may not appear against me. I hope she may think the matter over." What is this note asked counsel?

Defendant—I have a note from Mrs Smiley.

Mr. Zane—What had you in your eye—a breach of promise suit—in showing these letters to your lawyers?

Defendant—I don't know anything about matters of law.

To Mr. Winters—I had be Mrs. Smiley have some money, and it was to order to get this back that I wrote. Nothing was said about the money before these letters were taken.

Mr. Winters said he desired to put in the two letters from the "young man at Bingham," referred to in evidence. These were written in a very affectionate strain, and the reading of certain sections by counsel afforded some merriment for those in court. In each the writer addressed Mrs. Smiley as "My dear love in the future," and the sentiments expressed were freely interpolated with "My love" and "My dear." He assured her that he should "wait with pleasure for your long, true love, forever to you, J. A. S."

In the second letter J. A. S." referred to "the other man" in anything but polite or complimentary terms, again addressed Mrs. Smiley as "My dear love in the future," and then went on to declare that Mrs. Smiley was "the only pony which I love." He continued: "And I will show you some more that I mean it. My heart is in sorrow for you, but it cannot be helped. I will come to see you as soon as I can." "Why don't you come to Bingham?" he asked, "sometimes, and stop at Smith's hotel? My love, why don't you call me as I call you—'My love in the future?' (Laughter.) I think it is much better." (More laughter.) This epistle wound up with what counsel described as "quite a rule of kisses."

In answer to Mr. Winters, defendant said he did not know before this that anyone but himself was claiming Mrs. Smiley's affections.

To Mr. Zane—There had been no coolness between myself and Mrs. Smiley before the taking of these letters.

Mr. Zane—Then the flower of your affection was still blooming! (Laughter.)

Defendant's answer implied that it was.

Mr. Williams, a carpenter, called for the defense, said the defendant had been working for him all last summer. So far as he knew his general reputation was very good. He had frequently seen defendant and Mrs. Smiley together.

Mr. James Marton, carpenter, also spoke as to the defendant's good character. He, too, had seen the parties walking out together in an agreeable sort of way.

In addressing the jury for the defense Mr. Winters ridiculed the bringing of so trivial a case into court, remarking that, at the utmost, it was only a little love quarrel. There, however, seemed to have been some spite introduced into the matter. There was no pretense either for the charge of stealing or housebreaking. Defendant simply took these letters out of jealousy. The defendant was at once discharged.

The result of the trial seemed to give general satisfaction.

LET DOWN GENTLY.

At the conclusion of the foregoing case,

Alfred Schroeder, a slim-mien, withdrew his plea of not guilty to a charge of assault with a deadly weapon and pleaded guilty. After hearing the statement of Mr. Hamilton, defendant's attorney, and Mr. Critchlow, on the part of the prosecution, having recommended the defendant to the clemency of the court, Judge Zane let Schroeder off on payment of a fine of $25 and the costs of the prosecution.

Richards & Moyle.

The law firm of Richards & Moyle is now ensconced in the new Constitution building, third floor, which is reached by elevator. It will be remembered that the former office of these gentlemen was burned by the fire in the Eldredge block. They have elegant offices now and have their wonderful business flow in.

F. S. Richards is known throughout the Territory as a lawyer of fearless ability, who has always fought the battles of the Gentiles. His experience in the Supreme Court of the United States, where he has scored several very important victories, and his practice in all the courts of Utah, have given weight to his opinions and natural his legal judgment. Occupying no official position, he is now able to devote to his clients that time which has heretofore been almost entirely given to the public. This will be gratifying to many persons who have not personally been able to obtain his services.

James H. Moyle is a rising young attorney who has made his mark at the bar. He served the people as Prosecuting Attorney for Salt Lake County when signal success, and by assiduous attention to his profession and gentlemanly deportment, has won the respect and esteem of the community. He is a fitting partner in the firm, and together these clear headed and conscientious lawyers make a strong and reliable firm. We are pleased to have this opportunity of saying a few just words in their behalf.

DEATHS.

WHITEHEAD—At his residence in the 22nd Ward, Salt Lake City, March 14th, inst., of old age and general debility, James Whitehead, deceased was born June 19, 1813, at Holbrewood, Lancashire, England. The deceased has lived a faithful Latter-day Saint.

Funeral services on Friday, the 25th inst., at 12 m., at the Twenty-second Ward meeting house. Friends invited.

Millennial Star, please copy.

CLARK—At Bernards, Salt Lake Co., March 15, 1892, James Reynolds, son of Henry and Jeanette Clark, born Jan. 25, 1892.

Millennial Star, please copy.

Highest of all in Leavening Power.—U. S. Gov't Report, Aug. 7, 1889.

Royal Baking Powder

ABSOLUTELY PURE

U. P. SYSTEM.

SPECIAL RATES FOR CONFERENCE, APRIL 2 to 6, 1892.

For Conference, to be held at Salt Lake City, April 4th to 6th inclusive, the Union Pacific authorizes the following Low Rates for Sale of Round Trip Tickets.

WYOMING.

Green River	$ 8 [illegible]
Evanston	[illegible]
Carter	[illegible]
Granger	[illegible]
Lyman	[illegible]
Cumminsville	[illegible]
Ft. Bridger	[illegible]
Ft. Bridger Junction	[illegible]
Ft. Bridger Junction	[illegible]
Ft. Bridger Junction