REHEARING IS DENIED.

Action of the Supreme Court in the Deseret National Bank Suit,

AGAINST THE BURTON & GARDNER CO.

Case to be Given Another Trial in the District Court—Mr. Pratt's Divorce Suit—Other Matters.

The Supreme court today denied the petition for a rehearing in the case of the Deseret National Bank vs Henry Dinwoodey et al.

This case was decided some time ago in favor of the defendants, when the plaintiff bank petitioned that a rehearing should be granted. The opinion in the case was given by Judge Jacob Johnson, who wrote the decision, cited in some of the cases appealed.

An abstract of the case shows that in January, 1892, the Burton-Gardner company was indebted to the Deseret National Bank in the sum of $20,000, represented by two promissory notes, each for $10,000. The notes were signed by the Burton-Gardner company, and by Henry Dinwoodey, as president of the Burton-Gardner company, but not all of them.

The notes fell due the month following their endorsement, when defendant asked for an extension of time and the loan increased to $25,000. This was done by the bank, which alleged the understanding and agreement to be that all of the directors of the Burton-Gardner company would endorse and guarantee the new paper.

On the 13th of March, 1893, a guarantee, signed by E. M. Wedge, O. H. Hardy, Henry Dinwoodey, W. S. Burton, Eliza Burton, L. S. Hills, Mary Ann Hills, representing the Burton-Gardner company, was given the bank. The paper read that they or either of them would pay to the Deseret National bank, any and all sums of money which may be loaned or advanced to the Burton-Gardner company upon notes or its account, to the amount of $25,000, payment to be made upon demand.

The bank alleged that it was the intention when the guarantee was made that it should cover the previous notes as well as future loans up to $25,000, and that the defendants so understood the matter, but that by a mistake of both parties the paper failed to "specifically in terms" cover the indebtedness of the two previous notes, and that the guarantee is so proposed as to do what was at first intended.

The defendants deny all such allegations and practically alleged that the debt was paid and denied that it was their intention that the last paper should include the first two notes.

The issues were tried before Judge Charles Merritt, who gave judgment for defendants in favor of the plaintiff bank for $10,000 and costs and referring the last paper so that it might be shown the alleged intention of the parties concerned.

The defendant, Henry Dinwoodey, appealed to the supreme Court setting out as error the referring of the instrument to Judge Charles.

The plaintiff took the position that the document, taken with the circumstances surrounding the case, was broad enough to cover the future indebtedness, even had the court refused to reform it.

The Supreme court rendered its decision on the 7th of last April, reversing Judge Charles, and holding that the evidence to reform the note was insufficient and that without a reformation it was not broad enough to cover other indebtedness. Plaintiff petitioned for a rehearing on the grounds already stated, with the result that the petition was today denied.

The status of the case now is that the lower court, in a new trial, will determine the amount of money furnished by the Deseret National bank to the Burton Gardner company, not covered by the guarantee signed by all the directors of the defendant company. Whatever that amount is, judgment will be rendered accordingly.

DESERTION IS ALLEGED.

Mary F. Pratt's Accusations Against Milton F. Pratt in an Action for Divorce.

Mary F. Pratt is the name of another young woman who has become tired of her marital relations and as a result has commenced divorce proceedings against Milton F. Pratt. The complaint alleges that the petitioner married in Salt Lake City, on the 26th of March, 1894. Two years and three months afterwards, in June, 1897, Pratt deserted his wife and has since neglected and failed to supply her with the common necessaries of life. Mrs. Pratt prays for an absolute decree, a reasonable amount of alimony and the custody of the young child.

Haddock Loses His Case.

The $5,000 damage suit of Joe R. Haddock against the Utah Lime & Cement company, the trial of which commenced in Judge Cherry's court Tuesday, resulted in the jury, after several hours deliberation, coming into court this afternoon with a verdict in favor of defendants.

Haddock sued the company for the loss of his right arm, which was cut off by the casting in of the defendant company's quarry in September, 1895.

District Court Notes.

A motion for a new trial in the case of W. L. Dalton vs Mayor Mattie Hilliard, company, was argued before Judge Hiles today, submitted and overruled.

In the case of Louis B. Goldney vs Samuel B. Goldney et al, bar, was argued yesterday before Judge Cherry, judgment for the defendants was entered, quieting title and setting aside a certain transfer of land by the commencement of suit herein.

The finance case of Rose Hayden Hunt vs Joseph W. Hunt has been continued for the term.

OLD FOLKS GOING TO LAGOON.

Preliminary Preparations for the Entertainment of Utah's Silver Greys at Farmington.

This year Utah's Old Folks will spend their one day's annual outing at Lagoon. General Manager Bamberger of the Salt Lake & Ogden having generously extended the use of his road and resort to the committee for that purpose. The offer was quickly accepted and the date has been determined upon. That, however, will be attended to in the near future. In the meantime the committee is considering preliminaries which it is necessary to make this year's outing the greatest of all the great outings that have been given by the Board of Direct. Pioneers veterans. The civil and ecclesiastical authorities of Davis and Weber counties have promised to do all in their power towards making the occasion the success that it should be so auspiciously planned and inaugurated.

COUNTY BOARD OF EQUALIZATION.

Reductions Made at Today's Meeting of the Board.

The county board of equalization made the following reductions (pike):

PERSONAL PROPERTY.

J. H. Woolstenhulme, school 605, Emma N. Fox, 605; J. J. Walton, 605; Jackson & Henderson, 605; Fannie S. Hopkins, 605; Brigham H. Jones, 605; A. F. Angell, 605; Home Fire Insurance company, 605; Mary C. Whitney, 605; Thomas Sharp, 605; Esther P. Isaacs, 605; Sarah Ann Eldredge, 605; Elias Parker, 605; Robert Grant, 605; Catherine A. Richards, 605; Barnard Cook, 605; Peoples Tabernacle company, 605.

IMPROVEMENTS.

John W. Hadlock, school 605; C. H. Miller, 605; James A. Snell, 605; Mark Walsh, 605; Thomas Walsh, 605; Cook Edwards, 605; W. H. Jones, 605; Francis P. Mariner, 605; Mary Valle, 605; Delbert H. Jones, 605; Margaret Cook, 605; Johnson, Elliot, 605; Ann S. Burt, 605; Zule Gossett, 605; Mary Ann Tempest, 605; Thomas Gossett, 605; Emma Mitchell, 605; Harriet E. Illingsworth, 605; Joseph Holmes, 605; Emma P. Dalton, 605; Martha Smith Adams, 605; Ellen Walker, 605; Heathcote B. Hayrette, 605; John Thomas, 605; Brook Evans, 605; George A. Sutherland, 605.

MORTGAGES.

Henry C. Jones, school 605; Daniel McLeod, 605; Matthew Merrill, commission, 605; Home Fire Insurance company, 605; H. Gurney, 605; Hugh W. Whitney, 605; George W. Hood, 605.

THE COUNTY WARRANT CASE

Ruling of Judge Hiles Causes the Trial to Go Over Indefinitely.

County Must Amend Its Pleadings and Set Up the Value of the Furniture by Way of Recoupment.

The county warrant case came to a sudden standstill this afternoon, by which the jury was discharged and the hearing continued indefinitely. It came about in this way. The first witness called was State Bank Examiner B. H. Anderson, who was being examined for Mr. Van Cott, counsel for defense as to the value of the furniture furnished the county by A. H. Andrews & company. Mr. Van Cott assumed the total value of the furniture to be $24,934 instead of $24,935, the contract price.

"Now, Mr. Anderson," Mr. Van Cott continued, "what would be due Mr. Auerbach on his warrant for $15,000?"

Judge Hiles objected to the question, and the whole of the morning was consumed in argument.

On the reconvening of court this afternoon, Judge Hiles sustained the objection and granted Mr. Anderson to answer the question. The witness replied that the balance due Mr. Auerbach would be $9,934.

Judge Hiles then ruled that it would be necessary for the county to amend its pleadings and set up the difference between the value of the furniture by way of recoupment.

Mr. Van Cott thereupon asked leave to amend in that effect and wanted until tomorrow morning. This was objected to by Judge Hiles, who demanded a continuance.

Judge Hiles granted defendant the right to amend, discharged the jury, and continued the case indefinitely, due to misunderstanding as to the ruling touching the value of the furniture.

This actually leaves the case where plaintiff will only be able to recover a judgment for the difference between the value of the furniture and the contract price.

Test Case in Police Court.

W. B. Mattle, proprietor of the Eagle Pharmacy, was further a hearing in the police court this afternoon, for an alleged violation of the license ordinance. It took not concluded at press time. This is a test case upon which hinges decisions in a number of others, all charged with the same offense.

From the Mission Field.

Elder Gomer E. Ellsworth of Parowan left Utah May 7 last, for a mission to California, and reached this city on his return, on the 5th inst. He labored principally in Los Angeles, Orange county, and Oakland. He reports that the work in California is looking up fine.

Information Wanted.

Elder James Dunkinson of 32 Rivers street, Providence, Rhode Island, has written to Elder Franklin D. Richards of this city, for information as to the whereabouts of W. B. Black, who, he says, left England about fall, for Utah, coming from the Newcastle-on-Tyne branch. He relatives have not heard from him since he left Great Britain and are anxious for any success to learn something of him.

NO SILVER REPUBLICANS.

A Reunion of Factions in Oneida County Idaho.

The following communication, dated Malad, Idaho, June 5, was delayed in reaching the "News":

To the Editor:

At a called meeting of Republicans and Silver Republicans held in this place some time ago, the two factions were reunited, so there is no longer any talk of a Republican organization in Oneida county, Idaho. The meeting throughout was harmonious, and the best of feeling seemed to prevail between the different factions.

Hon. W. H. Leigh, a candidate for congress, was present, and addressed the meeting. He is a Silver Republican, and was elected chairman of the reorganized party. Mrs. Emma Smith, president of the Ladies' Relief society, also attended a member of the state committee, Bonneville, declaring the Republican party of Oneida county, now in good shape. There were present prominent representatives of with factions from every precinct in the county. The Democrats are jubilant over this, for they have no fear of any Republican ticket, but they are a great deal less, for what it will do for our party in this county.

YOUR GROCER SELLS

U. S. BAKING POWDER.

at following prices:

6 OUNCE CAN	15c
8 OUNCE CAN	15c
1 POUND CAN	25c
2 POUND CAN	40c

Remember, every can guaranteed to give perfect satisfaction or money refunded. You take no risk. Why not give it a trial?

POINTING THE WAY.

Nowadays their dress, your purchases, Decision rules a great bargain. The desired amount of good for a great amount of cash is what we offer you in our line. We are below the county of asking to enter trading outside the U. S. It has triumph and stands at the pinnacle of the quality line of high class baking powders and costs a great deal less. See what it will do for your money. Why not? It will be to your cooking department.

HARRY HACKWELL DEAD

Injuries Received From Railway Accident Prove Fatal.

THE DOCTOR WANTS AN AUTOPSY HELD.

Thinks the Man Was Hurt Internally—No Decision in the Matter Yet—Funeral Tomorrow.

Harry Hackwell, the man who was run into by a Rio Grande Western railway train on Monday last and struck along the track near Fifth North and Sixth West streets, died. He died at 2:30 this morning as a result of the injuries received. He does not seem to know anyone, showing that he was more than unconscious. In the event of sinuses being given, the post mortem examination will be conducted this evening. The funeral will be held at 2 o'clock tomorrow afternoon from the undertaking parlors of Joseph W. Taylor, at 44 West Second south, and was conducted. He died at 66 West Fourth North street, at the residence of his brother.

AROUND THE WORLD IN FOUR YEARS.

Oscar Elisson Starts on a Long Journey Through India, China, Japan and Europe.

Oscar Elisson, the clever young knight of modern handiwork, has and good-bye to friends and entered land for a long period, having started upon a four years' globe trotting expedition. He sailed from Vancouver a few days ago and should be at Honolulu by the last of this week. From there he goes to India, China, Japan and Europe in the order mentioned. He is accompanied by his wife and brother and two of their other partners who comprise his company. The trip is an expensive one requiring an advance outlay of considerable money and proves that Mr. Elisson must have done much better business than most of his friends have imagined. Mr. Elisson