

Cottonwood, Draper, North Point, Mount Green and Mountain Dell. The temporary organization was permanent.

Nathan Davis was elected chaplain, offered prayer.

S. Burton moved that the convention resolve itself into a committee of whole to discuss the nominations. Daniel Harrington moved as amendment that a committee of five on nomination be appointed.

Mr. Wallace wanted the committee to number eleven.

S. Burton thought that a full discussion of the merits of the candidates would be had, and the work of the convention should not be placed in the hands of five or even eleven.

G. Whitney and O. A. Woolley took a similar stand.

Daniel Harrington thought the committee on nomination would be the easiest method.

F. Howells was in favor of a full discussion by every member.

The proposition for a committee of five was voted down, as was also for five, on nomination.

The motion to go into committee of whole was carried, and all members and alternates were expected.

In resuming, the committee of the whole made their report, which was accepted.

Names the following for the

COUNTY TICKET.

Electman—Elias A. Smith.

County Clerk—John C. Cutler.

Prosecuting Attorney—Jas. H. Moyle.

Treasurer—M. E. Cummings.

Recorder—George M. Cannon.

Assessor—J. W. Fox, Jr.

Surveyor—J. D. H. McAllister.

Sheriff—Andrew J. Burt.

Coroner—George J. Taylor.

The various precincts of the county were instructed regarding the nomination of justices of the peace and constables. It was found that nearly all had attended to this business.

The convention then elected the following County Central Committee: John R. Winder, chairman; Elias A. Smith, secretary; Angus M. Cannon, John T. Caine, John Sharp, Thomas E. Major, John C. Cutler, Heber M. Ellis, Joseph S. Rawlins, John F. Baker, O. P. Miller, Richard A. Antyone and F. A. Mitchell.

A vote of thanks was tendered to officers of the convention.

The following are the nominations of justices of the peace and constables, in the county, as reported to the convention:

First Precinct, Salt Lake City—Wm. H. Justice, justice of the peace; A. M. H. constable.

Second—Willard C. Burton, justice of the peace; Gronway Parry, constable.

Third—Arthur Parsons, justice of the peace; H. Arnold, Jr., constable.

Fourth—Charles W. Stayer, justice of the peace; J. W. Burt, constable.

Fifth—G. D. Pyper, justice of the peace; C. H. Crow, constable.

Sixth—No representation.

Mill Creek—E. W. Russell, justice of the peace; R. C. Carlisle, constable.

Seventh—Alma Pratt, justice of the peace; Arthur F. Cummings, constable.

Eighth—Mill Creek—Samuel Oliver, justice of the peace.

Ninth—Cottonwood—H. R. Stevenson, justice of the peace; W. J. Sutherland, constable.

Tenth—Cottonwood—Richard Howe, justice of the peace; Wm. Boyce, constable.

Eleventh—Willard C. Burton, justice of the peace; Silas Richard, constable.

Twelfth—Nathan H. Staker, justice of the peace; A. C. Smith, constable.

Thirteenth—Wm. D. Kuhre, justice of the peace; Wm. Lewis, constable.

Fourteenth—No representation.

Fifteenth—John J. Freeman, justice of the peace; Erastus G. Farmer, constable.

Sixteenth—Wm. Dansie, constable.

Seventeenth—John Webster, justice of the peace; Willard Pixton, constable.

Eighteenth—Jesse Archer, justice of the peace; Alexander Dahl, Jr., constable.

Nineteenth—No representation.

Twentieth—M. H. Tanner, justice of the peace; Lachonens Hemenway, constable.

Twenty-first—H. J. Walk, justice of the peace; Jos. Sjoenfeldt, constable.

Twenty-second—No representation.

Twenty-third—Richard Siddon, justice of the peace; Alfred A. Jones, constable.

MONDAY'S DAILY, JULY 30, 1888.

Discharged.

An investigation into the charge of larceny, made against Alex. resulted in his acquittal, and Commissioner Norrell discharged him from custody.

Excursion North.

There will be a cheap excursion to and from Bear Lake valleys next week, leaving Salt Lake City on August 1st. The limit to Cache Valley is 10 days, and to Bear Lake, including Soda Springs and Montpelier, 30 days.

Immigration.

The next company of British Saints leave Liverpool on the 11th of

August, and a company of Scandinavians on the 1st of September. Another company of British will leave the same port on September 15th. The time of the departure of the last company of the season has not yet been decided upon. It will be some time in October.

The Winward Case.

Wm. A. Winward, the person who was arrested the other day for fornication, and whose marriage was stopped as a consequence, changed his mind on Saturday in regard to the girl he had wronged (Mary Jane Hicks) and then deserted. She had a talk with him at the penitentiary, and he was brought down with a view to having the ceremony performed, but as he was under 21 years of age, his father's consent was necessary, and the twin must await Winward senior's affidavit that he is willing his son should marry before the certificate can issue.

Bereavement.

The following, written at Trimble, Cantonment, Ala., July 24th, by one of our Elders, has been forwarded with a request to publish:

Please chronicle the death of Alter Otto, infant son of Fred. W. H. and Susan D. Speegle, of this county and state, which occurred at about 6 o'clock p.m., July 19th, 1888. The age of the little one was 11 months and 19 days, and it was a member of one of those families who have always been kind to our Elders who have labored in this vicinity. The funeral services were conducted by Elders Clark and Hibbert at Brushy Creek churchyard, at 4 p.m. of the 20th.

A Fearful Accident.

Yesterday morning Vernon G. Rice, son of George C. and Amy C. Rice, aged eight months, met with a fearful accident. He was sitting in a high chair near the breakfast table. A pot of hot water had been left standing on the table for a moment. As the mother's attention was called away for a few seconds, the boy pulled the pot upon himself, pouring the boiling water over his left arm and side. The little fellow's screams brought the parents to his side immediately. His arm and side are so badly scalded that in stripping him of his clothing the skin pulled off with it. Acting upon the advice of a physician, a cooling medicine was obtained at a drug store, which eased the pain. The little boy is now doing as well as possible under such a terrible ordeal.—Ogden Standard, July 27.

HOW IT OCCURRED.

Details of the Drowning of Simon P. Baker.

Some time since the News contained an account of the accidental drowning of Simon P. Baker, in the Teton River, Idaho, on the 9th of the present month. We have just received a letter from Jesse M. Baker, of Teton, giving fuller details of the occurrence. From this communication it appears that a number of men went up the river for the purpose of turning water into the Teton canal. In order to do so they had to rebuild a dam that had been constructed across the river. To do this they had to cross the river. When they started to cross Mr. Baker took the lead and waded out till the water reached his armpits. He then began to swim, and proceeded about two rods when he turned back toward where he could wade, and then called for help. He went down the stream with the current, which was very swift, and still calling for help. One of the boys got a birch willow, about ten feet long, and handed it to him. By this time he was getting into deep water again and the current was taking them both into deep parts, when the young man who banded the stick let go, and Mr. Baker immediately began to sink apparently still holding to the willow. His brother swam out immediately and got hold of the stick and pulled it up, but he had let go of it. The drowning man came up in about a minute, about forty feet below, sank again and came up the third time about a hundred feet below where he first went down. Three of the men went down through where he was drowned but could do nothing to help him owing to the swift current. He was a good swimmer, but what was wrong with him is not known. The body was found about a mile and a half below where he went in on Sunday, July 15th, 1888.

THE CRYING NEED.

Water Wanted for Thousands of Thirsty People.

A FEASIBLE PLAN TO SECURE THE DESIRED BOON.

To the people of Salt Lake City the water question has grown more serious as the summer has advanced. To the City Council anxious eyes have been turned, and upon the majority party especially hopes have rested for a successful solution of the problem, and for relief for thirsty throats and parched soil.

It was with a view to learning the intentions of the City Fathers in regard to this matter that a representative of the News called at the Mayor's office today. It was well known that negotiations have been going on for

several months in relation to the water supply, but an authoritative statement could not be had regarding the details of the transactions, as the final determination had not been sufficiently agreed upon. The reporter's visit today was, however, a satisfactory one on this score. The Mayor and the Recorder were nothing loth to answer any inquiries and permit the examination of the records, and through their courtesy the News is enabled to lay before its readers today the scheme which the City Council has been aiming to accomplish the past several months and which has for its object the furnishing of the inhabitants of this city an additional supply of pure mountain water.

THE PLAN.

"A fair exchange is no robbery," runs the old saying, and the City Council seem to have been working on that time-worn theory. The plan is simply this: The City of Salt Lake owns the Jordan and Salt Lake City Canal. The greater part of Parley's Cañon Creek is owned and controlled by farmers and others owning land in the Big Field Survey, in the southern suburbs of the city and below the canal. The proposition is to take the greater part of Parley's Creek out at the mouth of the cañon, put it into a canal with plenty of fall and swing it around through Terrace Heights and across the Military Reservation to the Twentieth Ward Bench. In exchange for the boon thus to be bestowed upon a parched but patient people the city is to supply to the farming land water from the canal—in the first part of the season an equivalent quantity to that taken from Parley's Creek and afterwards a little more as will be made clearer to the reader by a perusal of the conditions of the exchange contained in the following instrument, which has already been signed by about nine-tenths of the owners of Big Field and is being signed by the remaining one-tenth as fast as could reasonably be expected. The history of this indenture is this: A proposition was made from the City to prominent Parley's Creek owners to make the exchange. A mass meeting of farmers was called to consider the question. It was there conceded that no serious objection stood in the way, provided the exchange could be made upon such terms and under such restrictions as would protect the farmers in their rights. A committee of twelve was appointed from the meeting to perfect the agreement with the city. Many and lengthy interviews were held between representatives of the City and the committee and their attorneys. Finally the agreement was accepted by the representatives of both parties and the committee called another meeting to listen to the reading of the document and take such further action thereon as the people interested might deem proper. At that meeting the ratification of the action of the committee and the acceptance of the agreement was unanimous and every person there present, before leaving, appended his signature thereto.

The work of obtaining the remaining signatures, owing to the diversity of interests, has been an arduous one; but as stated, the work is all but completed and it is probable that a resolution will be passed by the Council at an early date authorizing the Mayor to sign in behalf of the city, thus closing the contract in accordance with the terms of

The Agreement.

This agreement entered into this 25th day of June, A. D. 1888, by and between the owners of the primary right to the waters of Parley's Cañon Creek, whose names are signed hereto, of Salt Lake County, Territory of Utah, parties of the first part, and Salt Lake City, a municipal corporation of the Territory of Utah, party of the second part, witnesseth:

Whereas, the parties of the first part are the owners of primary rights to the waters of Parley's Cañon Creek, and the party of the second part is the owner of the Jordan and Salt Lake City Canal, which conveys water from the Jordan River at a point near what is called the "Narrows" in said river, to Salt Lake City for irrigation purposes; and

Whereas, the party of the second part is desirous of obtaining water for irrigation and culinary purposes to supply a portion of the inhabitants of said city whose lands lie above the said Jordan and Salt Lake City Canal, it being impracticable to irrigate said lands from the waters of said canal, and for sprinkling streets above the line of said canal, and for other uses and purposes connected with the welfare of the inhabitants of said city; and

Whereas, the agent of said second party, to wit: The Mayor of Salt Lake City, has made propositions to the parties of the first part with a view to making an exchange of the waters of Parley's Cañon Creek, owned by the parties of the first part, for those of the Jordan and Salt Lake City Canal; and the said parties of the first part have met and considered said propositions, and have agreed to make said exchange under proper conditions and restrictions; now therefore

It is hereby agreed as follows: The parties of the first part whose names are signed hereto, agree to exchange the waters of the Parley's Cañon Creek to which they are entitled for an equivalent quantity of water from the Jordan and Salt Lake City Canal down to the time when the primary rights exhaust the whole creek for irrigation purposes (and for the quantity of water to be furnished after said last named time as next hereinafter further agreed,) and to permit, allow and authorize said party of the second part to take said waters of the Parley's Cañon Creek at any point it may choose and devote the same to the use and benefit of the inhabitants of Salt Lake City.

And it is further agreed that at each season when the period arrives that the waters of the said Parley's Cañon Creek are at their normal stage, that is to say, when they are at the stage when the owners of the primary rights therein are entitled to the whole of said stream for irrigating pur-

poses, then the party of the second part shall have the waters of said creek measured at the place where it takes said waters from said Parley's Cañon Creek and the board hereinafter provided for shall decide as to such time, and it hereby guarantees to furnish to the parties of the first part from and after the date of such measurement and until the 15th day of August, a continuous supply of water from said canal equal to the portion of said creek owned by the parties of the first part at the time of such measurement and at the last named date the waters of said creek shall be measured again, as aforesaid, and the party of the second part shall furnish to the parties of the first part, from and after said measurement, a continuous supply of water from said canal equal to the portion of said creek owned by them at the time of said last measurement during the remainder of the season.

The second party agrees to maintain all existing rights of the parties of the first part to the waters of the said Parley's Cañon Creek, to keep in repair the said Jordan and Salt Lake City Canal, and by its agent jointly with the agent of the parties of the first part, and at the expense of the former, turn out from the said canal the proper portion of the water due to the parties of the first part on the exchange aforesaid; and also to construct the necessary ditch or ditches, head-gates and dams to take out the said waters of the said canal and Parley's Cañon Creek, and provide for the rights of way for the same, all at its own cost and expense, and without cost or expense to the parties of the first part.

If at any time either party shall feel aggrieved at the action of the other party, as to the fulfillment of, or as to, any condition or portion of this agreement, it is agreed by and between the parties hereto, that said board shall decide the question in issue between said parties, and its decision shall be final.

If at any time the party of the second part, for any cause whatever, fail to supply the parties of the first part the said quantity of water from said canal, it is expressly understood and agreed that said parties of the first part shall be restored to the portions of Parley's Cañon Creek appropriated and used by the party of the second part, under the terms of this agreement, and in case of said failure on the part of the said party of the second part to furnish the waters in said canal for the use of the parties of the first part as herebefore specified and agreed, it shall not be necessary for the parties of the first part to apply to any court or process of law to regain their rights in the waters of said Parley's Cañon Creek, but their agent may at once give notice to the agent of the party of the second part of the said failure of the said party to furnish the said water, in said canal, as aforesaid; and if such default and failure on the part of said party of the second part shall continue for a period of twelve hours, then said agent for said first parties may at once proceed to turn said waters of said creek into their original channel, and place the same to the use of the said parties of the first part, and all expense and damages caused by the failure to furnish said canal waters as aforesaid, shall be borne by the said party of the second part.

In case it shall happen at any time that the parties of the first part are forced to take the water from Parley's Cañon Creek, for and on account of the failure of the party of the second part to furnish water from its canal as aforesaid, they hereby agree that the party of the second part may again have the waters from Parley's Cañon Creek on the same terms and conditions as are herein specified, by furnishing, to the parties of the first part the water from said canal and sufficient more from that source within a time to be determined by said board, to make up for any delays in irrigating occasioned by said default.

Provided, that if said default should continue, that is to say, if the party of the second part should fail to supply said canal water to the parties of the first part for a period of six months, then this agreement shall be null and void, and the party of the second part shall not be liable for any damage resulting from such default or failure to furnish said canal water, except the damage that may have accrued before the termination of this agreement.

The party of the second part further agrees that it will not by its action diminish the quantity of water to which any one may be entitled in the Kennedy Ditch, or Parley's Cañon Creek, who is not interested in this exchange.

It is further agreed by the parties hereto that the waters shall be turned into and flowing in the Jordan and Salt Lake City Canal as soon as April 1st in each year.

It is mutually agreed that by March 1st in each year the two parties hereto shall each choose an agent, and they two a third, to constitute a "board," a majority of whom can lawfully act; if the two agents cannot agree on a third within ten days, then said first parties shall select a wholly disinterested person as the third, from any place in Salt Lake County, Utah Territory, excepting only Salt Lake City and the owners of Parley's Cañon Creek. It is agreed that said board shall decide all questions that arise in reference to this agreement, whether the same be absolutely forfeited or not (except only as to the renewal of this agreement after absolute forfeiture), except as otherwise herein specially provided, and then in the latter instance in case of disagreement said board shall decide.

When agents are referred to in this agreement, they are meant who are selected by the parties hereto and in part constitute the board.

In case of a vacancy in said board, the same shall be filled as originally. If at any time when it is necessary for the agents or board to act immediately and the proper number cannot be found to act within twelve hours, then the remaining agent or agents or board may act as legally as though both agents or a legal board were present; and in other cases, the same may be done after the expiration of fifteen days.

As it is the intention of the parties hereto, that said first parties shall have no expense, whatever, to defray by reason of the said exchange, it is mutually agreed that said second party shall hold said first parties wholly harmless, in consequence of the exchange of said waters.

It is mutually agreed that said second party shall defray all expenses and fees of said board, and of said first parties' agent. It is mutually agreed that in any part of the year when said canal water is not furnished to said first parties, then and in that event said first parties are entitled to the waters of Parley's Cañon Creek.

Whenever "first parties" are spoken of in this agreement it means in addition to the natural meaning, the heirs, executors, administrators and assigns of said first parties.

This agreement shall be perpetual if the

covenants and conditions herein expressed are kept and complied with.

It is further agreed that the party of the second part shall pay the assessment that shall be made yearly or oftener; and keep in repair what is known as the Kennedy ditch to the same extent and to the full amount that would be borne with the land owners below said canal using the water from said ditch; that is to say, the party of the second part shall do the work on said ditch that has been heretofore done by those obtaining water therefrom that owned land below said canal.

In witness whereof, we the undersigned parties of the first part have hereunto set our hands and seals; and the Mayor of Salt Lake City for and in behalf of the party of the second part has hereunto set his hand and caused the corporate seal of said city to be hereunto affixed, the day and year in this agreement first above written.

THE PRACTICABILITY.

The questions which naturally present themselves upon contemplating the agreement are: First, Is there sufficient water in the canal to make the necessary exchange and leave enough to supply the city lying below it with canal water for irrigation? Second, Is the quantity of water in Parley's Creek sufficient to justify the exchange? Third, What is the attendant cost of carrying out the entire plan?

From the information at hand these may be answered as follows: There will be an abundant supply of water in the canal to accomplish the double purpose as soon as certain contemplated improvements to the canal are effected. Parley's Creek is nearly as large as City Creek and with the shutting off of secondary water rights in Parley's Cañon, it is thought the former will be the larger. The cost to be incurred will be the purchase of certain mill powers on Parley's Creek, and on these it is understood the city has a three months option including the houses and lands belonging and appurtenant to the properties known as the Deseret & Wasatch Woolen Mills, at \$25,000 for both. Then the expense of constructing the new canal across the bench to convey the Parley's water to the city, estimated at about \$10,000, will complete the cost, unless at some future time it may be decided to bring the water and distribute it to citizens in pipes as is done with City Creek.

THE FEELING.

So far as learned there is a general sentiment in favor of the project, as it is conceded to be a step in the right direction. That the cañon streams are the best water supply for City use and that Jordan water is the best for irrigation are well authenticated facts, and the exchange, from any point of view, cannot but be regarded as a good thing for both parties to the contract.

"But when will we get the water?" was the reporter's final thrust at His Honor. "I am only waiting the City Council's order to begin the work. When I get that, the work can be completed within twenty days."

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