vember election. Most of his wages were discounted ten per cent. Hager said there were no warrants issued and paid him the money at a discount at the saloon at the corner of Tenth South and State streets, which he made his pay office. The idea was that the men who spent the most money at the saloon were most likely to keep their work.

Basil Chabot testified that he began work on the State road about April, under Morris. He also worked under Ben Hager, and was to be paid $1.75 per day. If the men waited for warrants their wages would only be discounted five per cent, but by getting their pay every Saturday night the discount was ten per cent. Hager paid the men at the Tenth South street saloon, where much money was spent by the men. It appeared that a few men from the city were given the most work, particularly Galleazzi and a man named Reese, who were known as "Morris's pets."

Brig Jenson, of Sugar House, was called, and testified that he worked under Ben Hager, and that part of his wages were discounted four per cent, the balance ten per cent. Witness had never worked six days continuously, though he was so shown on the payroll. Part of the time his team was ploughing and part hauling dirt.

Michael Smith was the next witness called. He lives on Eleventh South and Fourth east, and began work on State road last April—first for Frank Heath and then for Ben Hager. He was employed the greater part of the summer, was to receive $1.75 per day, and was discounted in his pay 10 per cent. He kept no track of the time he worked. Hager used to pay the men at Joe Bennett's saloon, and the boys used to spend a good deal of money there.

"The more you spent the better it suited?" suggested the county attorney.

"Well, yes, the saloon man, I expect," answered witness.

"Did you ever object to being discounted?" asked Selectman Geddes.

"Well, of course I didn't like it," said witness, "but I didn't make any fuss about it, because I thought if I did I might lose my job." Hager told witness he got the warrants once a month only.

Joseph Bithell worked under Hager and received $1.75 per day, less 10 per cent discount.

County Attorney Whittemore's presence being required in the district court, Selectman Geddes at this stage assumed the role of interrogator.

Witness, continuing, said he kept no time check. He was paid in Joe Bennett's saloon, but was not aware that Joe had any partner in the business; he never heard that Hager had any interest in it. Sometimes when the men were being paid Hager looked as if he had been drinking a little.

"Did you make any objection to have your wages discounted?" was then asked.

Witness said no, because he was badly in need of money all the time and did not want to run any risk of losing his job.

"If the pay roll shows that you received pay for Sundays a number of times, is that correct?"

"No, sir, it is not; I cannot remember working only one Sunday," answered Bithell.

Samuel Richardson, of Murray, stated that he worked on the State road at Murray under George Kilgore last November. He put in three days' work, and in December nineteen days. He was to receive $1.75 per day; for November he was discounted 5 per cent, and received $5; but there was no agreement with Kilgore when he began work as to the discounting of wages.

"What did Kilgore say when he discounted your wages?"

"He told me he had to pay 5 per cent to get the warrants cashed."

"Did he say where he got the money from?"

"No, sir."

"If you are credited on the pay-roll for November with three and a half days and with having had $6.10, you did not work that time?"

Witness was confident that he drew only three days' pay. For December he was also discounted 5 per cent, and he worked nineteen days. He received only $2 in cash for December and a $9 warrant. Harry Haynes had $11 of his wages for groceries, J. P. Cahoon $2.75, and to John Wood he gave the warrant, the last in settlement of money that he owed him.

"Who told you to pay Harry Haynes?" inquired Selectman Geddes.

"Well," submissively replied the witness, "I had no option. George Kilgore paid him my bill, and he also paid Cahoon."

"Did you tell Kilgore to do that?"

"No, sir, he did it without my consent."

Witness calculated that three and a half days' pay were still owing to him.

Asked whether he had applied to Kilgore for it, and, if so, what he said,

The witness responded it was about ten days ago that Kilgore told him he "had not drawn it," and that he (witness) "might not now receive it at all."

Joseph E. Muir, a youth, testified that he began working on State road in April, 1894, ploughing, scraping and hauling gravel. In November he hauled "material" down from the crusher in Parley's canyon.

"Do you ever remember hearing the name of the company that ran that crusher?"

"No, sir."

"What was the material you first hauled?"

"Rock—some of it was fine and some coarse, from one and one-fourth inches to one and a half square. It was put on the center part of the State road. All the material that I hauled was crushed."

The witness did not know the total amount he was paid for hauling, but he always received his full pay (which was 60 cents per ton). He got this from A. C. Smoot, and there was no time discounted. He did not know where Mr. Smoot got the money from to pay him.

At 12 o'clock the court took an adjournment till 3 p.m., at which hour all witnesses in waiting were directed to be again in attendance.

Judge Bartch held a special session of the Third district court last evening for the purpose of hearing the Albert Cahoon contempt case. It was argued by Judge Powers, representing the defense, and County Attorney C. O. Wittemore, representing the county court.

The complaint cites that the county court is sitting as a committee of investigation in examining as to the disbursement of the funds of Salt Lake county for the years 1893 and 1894, and in such examination deemed it necessary to have the testimony of A. E. Cahoon in reference to certain disbursements. That a subpoena was duly issued and served which Cahoon neglected and refused and still neglects and refuses to testify, wherefore an attachment is asked for.

Judge Powers first filed a demurrer and answer to complaint. Counsel said that while he would file both, he did not waive any rights under the demurrer. He argued that the name "court" applied to the county court, was a misnomer, and that its chairman—by virtue of his other position as judge of probate court—nor the members thereof had the right to issue any judicial process, the same attested by the county clerk. The judge also contended that the allowance of the accounts by the previous court was now a matter of res adjudicata, and could not be reopened by its successors. He denied that the court had a right to organize itself into a Lexow committee assuming authority to call in witnesses.

County Attorney Whittemore said the county court did not pretend to exercise judicial authority, but was a part of the government claiming the right to conduct investigations such as that in progress, and if it was not judicial, then the contention of counsel on the other side that the decision of one county court was an estoppel of all future inquiry into the merits of a claim and binding upon all subsequent county courts, must fall to the ground. Here, said Mr. Whittemore, was a case in which the district court had decided that there were illegal warrants outstanding amounting to $90,000, and if, as they desired through Cahoon, they were prevented from inquiring into these warrants, then there was no way of distinguishing between those warrants that were baptized in fraud and collusion, and those issued in satisfaction of honest claims. The statute clothed the county court with authority to conduct such investigations, he urged, and the mere fact that the court had resolved itself into a committee that the press and public had seen fit to designate a "Lexow committee," the court acting in that capacity was shorn of none of its authority under the statute.

Answering Judge Bartch, counsel stated that the investigation was upon claims and warrants that had been issued through fraud and collusion, in which it appeared that the very members of the court of 1893 and 1894 were involved, and it was the duty of the court to do it.

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The Salt Lake county court pursued the investigation today into the frauds upon the county, and sprung a lively sensation in evidence that the Chicago firm which furnished the furniture for the city and county building paid $27,000 for the contract. Now the question arises as to what individuals got the boodle. The witness who gave the other testimony could not say.