THE CITY'S AMUSEMENTS

"MONTE CRISTO" AT THE THEATRE LAST NIGHT.

An Excellent Performance by Mr. O'Neill—The Support Uneven—The Concert at Younger's Hall.

There is a fascination about "Monte Cristo" that never looses its charm. It is romantic to a high degree, and notwithstanding the fact that this is a sober and practical age, romance still has its charm to all healthy minds. And then there is the additional charm about this particular romance in the fabulous wealth the count of Monte Cristo. As children the story of Alladin always is the gem of the Arabian Nights—and why? Because the youthful imagination is completely dazzled by the oceans of precious jewels which fall into the hands of the lucky Alladin. And in our maturer years the story of "Monte Cristo," a man with deserved vengeance to wreck upon three conspirators who have done him grevious wrong and who has fabulous wealth at his disposal to help him, charms us and completely captures our fancy. This is the charm which has kept "Monte Cristo" a continuous winner during the lifetime, if one may so express it, of several generations of successful plays, adding, of course, Mr. O'Neill's ability in always giving the play an artistic rendition.

Mr. James O'Neill seems peculiarly adapted to the portrayal of this role. As the sailor Edmond Dantes he is just the happy, open hearted, innocent sailor lad, Dumas pictured in his romance. As Abbe Busoni he is impressive and stern. In complete contrast to the merry Dantes comes the count of Monte Cristo. Cool, calculating, a will of iron, with his fabulous wealth, he pursues his scheme of vengeance against those who wronged his youth.

The support was decidedly "mixed," a gathering of good and bad. George A. Johnson made the part of Nortier attractive by his versatility and ease. William J. Dixon, as Caderousse, belongs in the catagory of the "good." William H. Pascoe as the impassioned Albert captured much of the good opinion. The balance of the cast drifted from indifferent to bad.

The play was well received by a good house, while applause was frequent, enthusiasm did not arouse until the last two acts, when certain calls into the third and fourth chapters were demanded. "Monte Cristo" will be given again tomorrow night.

Tonight, Mr. O'Neill will appear in Sheridan Knowles famous tragedy "Virginius"

A FINE CONCERT.

Given Last Evening Under the Auspices of St. Patrick's Church.

The benefit concert given at Younger's hall last evening, under the auspices of St. Patrick's church choir attracted a large audience. The entertainment was of unusual merit and reflected credit upon J. K. Sullivan, the director, and all the participants. It opened with Schubert's serenade, which was exquisitely rendered by Mr. Johnson, guitarist, and Messrs. Snyder and Browning, mandolinists.

The trio "Believe Me," from Verdi's Attila, by Mrs. T. B. Flood and Messrs. Ashworth and Robinson won a hearty encore.

The next number was a piano solo, Gottschalk's Tremolo, (Etude de concert) by Miss Romney, who proved herself a thorough artist.

Robert Gorlinski sang "The Angel Canoe" in his usual artistic style and was forced to respond to an encore.

Mr. Ashworth was in fine voice and his "Gondolier's Last Good Night" pleased the audience greatly, and he too was recalled.

The new mezzo-soprano, Miss Breedlove, had the fullest scope for her powers in the aria "Knowest Thou the Land," from Mignon. The lady was accompanied by Professor Krouse, and for an encore gave a catchy ballad.

Mrs. J. C. McNally, who has been principally known heretofore as a charming vocalist, recited "Gualbert's Vow," with rare dramatic power, and held the audience spellbound.

The gem of the evening was Nellie Bruce-Pugsley's solo from La Traviata. She awakened much enthusiasm and for an encore gave "The Last Rose of Summer."

Miss Romney and Mr. Sullivan won a deserved recall for their piano duett Mr. Robinson has rarely been heard to such advantage as in his selection from Lucrezia Borgia, and the ballad which he gave for an encore.

The trio by Miss Breedlove and Messrs. Krouse and Gorlinski was omitted, Miss Breedlove and Mr. Gorlinski giving a duett instead, with Mr. Krouse as accompanist.

The programme ended with a selection by the Mandolin club.

At the close of the entertainment, the hall was cleared, and under Professor Younger's direction, dancing was enjoyed for several hours.

A Masquerade.

Preparations are being made for a masquerade ball to be given on an extensive scale at Cliff's hall, on Feb. 22. Major D. L. Levy will have charge of the affair.

Social Evening Club.

The Social Evening club will give a ball at Younger's for the benefit of the Society of Charities. It will take place on tomorrow evening.

The Original Elite Club.

The Original Elete club had four dances last week, all being well attended. The club gives a social at Younger's hall on Saturday evening.

Benefit Ball.

The King's Daughters Social club will give a calico ball on the evening of March 8, in the G. A. R. hall.

Wonderland.

Tomorrow is the ladies' souvenir day at this place of amusement, and as each lady atteding will receive a useful present, a large audience will surely attend. Maxey, the needle king, gives his wonderful performance in the curio hall, and a fine show, including the Travellis, is given on the bijou stage.

In the theatorium Mr. Burton Stanley and stock company are presenting the funny comedy entitled, "The Country Attorney."

When weak, weary and worn out, Hood's Sarsaparilla is just the medicine to restore your strength and give you a good appetite. 65

IN THE PROBATE COURT, IN AND for Salt Lake county, territory of Utah. In the matter of the estate of Elizabeth H. Gabbott, deceased. Notice.—Notice is hereby given that John Gabbott and Amos S. Gabbott executors of the estate of Elizabeth H. Gabbott, deceased, have rendered for settlement, and filed in said court, their final account of their administration of said estate and petition for final distribution of the residue of said estate among the persons entitled thereto, and that Wednesday, the 28th day of February, A. D. 1894, at 10 o'clock a. m., at the court room of said court, in the county court house, Salt Lake city and county Utah territory, has been duly appointed by the judge of said court, for the settlement of said account and hearing said petition for distribution, at which time and place any person interested in said estate may appear and show cause, if any there be, why said account should not be settled and approved and final distribution made as prayed for.

H. V. MELOY,
Clerk of the Probate Court.
By J. F. JACK, Deputy.
Dated February 5th, 1894.

STEREOTYPING. At THE HERALD Office.

Special Notices

Want, For Sale, For Rent, Lost, Found, etc., Advertisements, 10 cents a line the first insertion; 5 cents a line each subsequent insertion. By the month, $1.25 per line. Estray notices, $1.00 for each animal advertised. Marriage notices, $1.00; birth notices, 50 cents; death announcements, free; obituary comments, 15 cents per line.

DIED.

SANDERS—At the residence of her daughter, Mrs. W. D. Owen, 130 J street, of old age, Frances Sanders, aged 81 years, 11 months and 18 days.

Funeral from the above residence Tuesday, February 6, at 1 p. m. Friends of the family are respectfully invited to attend.

JOHNSON—In the Nineteenth ward, this city, February 5, 1894, of diphtheria, Ella, daughter of John and Ellen Johnson, aged 8 years.

Funeral cortage will leave parents' residence, 642 North Second West, at 3 p. m. today (Tuesday). Interment at Mt. Olivet cemetery.

WANTED---HELP.

WANTED—PUSHING CANVASSER OF good address. Liberal salary and expenses paid weekly; permanent position. Brown Bros. Co., Nurserymen, Portland, Oregon.

WANTED—A SALESMAN, $20 TO $50 weekly can be made with our goods in any locality, will prove it or forfeit $100. Salary or commission as you prefer. The results of a few hours' work often equals a week's wages. Address, "Manufacturers," P. O. box 5598, Boston, Mass.

WANTED.

WANTED — SOME GOOD LOANS. Money on hand; no delay. O'Meara & Co., room 45, O'Meara block.

WANTED—CALL AT NO. 26, EAST Third South, to buy or sell second-hand goods.

WANTED—250 SECOND HAND BICYCLES. Salt Lake Cycle company, 219-221 Main street, Wasatch block; also agents for Smith Premier typewriter.

FOR RENT—FURNISHED.

FOR RENT—NICELY FURNISHED rooms; 25, 50 and 75 cents per day; $1.50 to $4.00 per week. 128 West Second South.

FOR RENT—UNFURNISHED.

FOR RENT—HOUSE NO. 123 NORTH West Temple street; eight rooms, four clothes presses, pantry, bath room, cellar. Enquire of A. Miner.

FOR RENT.

FOR RENT—BRICK WARE ROOMS on U. P. track, corner Second South and Third West streets, suitable for wholesale business stores. Parker & Depue, 171 Second South street.

FOR SALE.

FOR SALE—50 TONS NO. 1 HAY. Address Joel Steed, Farmington, Utah.

FOR SALE—A NUMBER ONE GOLD watch, Elgin movement, for sale at bedrock price. Apply at once F. K., this office.

FOR SALE—REAL ESTATE.

CHOICE IMPROVED AND UNIMproved property in every part of the city. Parties seeking a home or safe investment will find it to their advantage to communicate with me. Houses for rent. W. P. Dodds, 110 South Fourth West St.

FOR SALE—EAST WATERLOO LOTS at $275 each, cement walks to car line, thirteen minute service, 5c. fare, easy terms. W. E. Hubbard, 109 West Second South.

FOR SALE—ANY MAN THAT READS the signs of the times knows better times are coming, and soon, and that you can get a house now much cheaper than at any future time. Think of it. An 8-room pressed brick, modern improvements, excellent location, $2,400. W. E. Hubbard, 109 West Second South.

FOR SALE—BEAUTIFUL FIVE-ROOM cottage, city water, walks, fence, etc., fine location, $1,250, worth $1,800; $350 cash. Do not delay if you want this. W. E. Hubbard, 109 West Second South.

LOST.

LOST—ON FRIDAY, FEB. 2d, BEtween Culmer building and postoffice, a lady's scarf pin set in diamonds and emeralds. Finder will be liberally rewarded by leaving same at room 41, Culmer building.

MEETINGS.

THE ANNUAL MEETING OF THE stockholders of the Daly Mining company will be held at the office of the company, No. 125 South Main street (up stairs), on Monday, February 19th, 1894, at 2 o'clock p. m., for the election of a board of directors and for the transaction of such other business as may be necessary.

THOMAS J. ALMY, Secretary.
Salt Lake city, Jan. 25, 1894.

PERSONAL.

HIGHEST PRICE PAID FOR MEN'S second-hand clothing. Send postal card or call. A. Cohn, 22 East Second South st.

MASQUERADE BALL GIVEN BY THE Ivy Temple No. 2 Pythian Sisters, February 14, 1894, at Younger's hall, I. O. O. F. temple.

DR. HOLT'S OINTMENT: A SURE cure for all forms of female weakness. A mild and effective salve that every woman can use herself. Kept by all first-class druggists. If you cannot get supplied call on Thomas Biesinger, exclusive agent for Utah, 124 West First South.

MARRIED LADIES SAFEGUARD; patented; no medicine; no equal; money refunded if not satisfactory. Send 10c. to Ladies' Novelty company, Kansas City, Mo.

NOTICE FOR PUBLICATION.

DESERT LAND, FINAL PROOF.—Notice of Publication. United States land office, Salt Lake city, Utah, Jan. 16, 1894. Notice is hereby given that John H. Early, of Salt Lake county, territory of Utah, has filed notice of intention to make proof on his desert-land claim, No. 3251, for the northeast one-quarter of southwest one-quarter of section 5, township 1 north, of range 1 west, Salt Lake meridian, before the register at Salt Lake city, Utah on the 13th day of March, 1894. He names the following witnesses to prove the complete irrigation and reclamation of said land: Frank H. Rudy, of Salt Lake county, Utah; John Halford, of Salt Lake county, Utah; Orson W. Rudy, of Salt Lake county, Utah; W. E. Hubert, of Salt Lake city, Utah.

BYRON GROO, Register.

BIDS WANTED.

NOTICE TO CONTRACTORS—BOARD of education, Salt Lake city, January 19, 1894. Bids will be received by the board of education until 4 p. m., February 15th, 1894, for the erection of a fifteen classroom school building on Fourth East between Third and Fourth South streets, except the foundation, which is in. Bids must be made for the stone work, brick work, plumbing (and carpenter work, painting, plastering and finishing of the building) separate. Bids will also be received for the entire construction of the building, and all bids must have separate estimates for brick walls (pressed for the outer walls in one estimate and common brick for all walls separate) as well as for stone walls. Plans, form of contract required by the board, and specifications, can be seen at the board of education. Each bid must be accompanied by a certified check, payable to the board of education, of five per cent. of the amount of the bid, and the same is to be forfeited to the board if the successful bidder fails to promptly enter into said form of contract and to execute a bond satisfactory to the board.

J. B. MORETON, Clerk.

MONEY TO LOAN.

MONEY TO LOAN—ANY AMOUNTS and time to suit; no delay. O'Meara & Co., room 45, O'Meara block.

IF YOU DESIRE A LOAN, LARGE OR small, call and see me; no delay. W. P. Dodds, 110 South Fourth West street.

MONEY TO LOAN. PLENTY OF IT; long or short time. Miller-Hawley Mortgage company, 28 West Second South.

IF YOU WISH TO BORROW MONEY on a mortgage at a low rate on vacant or improved city property or farms, call on E. B. Wicks, 75 State street.

PROFESSIONAL CARDS.

ATTORNEYS.

SAWYER & PUTNAM, Attorneys-at-Law, 315 Progress Building.

EUGENE LEWIS, ATTORNEY-AT-law, Room 310 Postoffice block.

F. E. McGURRIN, PROGRESS BUILDING, stenographer and typewriter. All kinds.

JAMES A. WILLIAMS, ATTORNEY-at-law. Rooms 404 and 405 Progress block.

J. F. CORKER, PATENT ATTORNEY. Patents on inventions, caveats, etc. Patent drawings, models to order. Office, 251 Main street, Salt Lake city.

JAMES H. MOYLE, ATTORNEY-AT-law. Rooms, 201 to 206, Constitution bld.

JNO. W. JUDD, ATTORNEY-AT-LAW and United States attorney for Utah. Rooms 105-6-7 Commercial block.

LOOFBOUROW & KAHN, C. F. William, Commercial block.

JNO. LU. TAYLOR, ATTORNEY-AT-law, 75 W. Second South street, Salt Lake city, Utah.

RICHARDS & RICHARDS, ATTORneys and counselors, Room 503 McCornick block.

RICHARD W. YOUNG, ATTORNEY-at-law. Deseret National bank building, up stairs, second floor.

W. H. DICKSON, ATTORNEY-AT-law. Rooms 512 to 515 Progress bldg.

Williams, Van Cott & Sutherland, Parley L. Waldemar, George, Hooper block.

DENTISTS.

HAPPY HOUR DENTAL CO., 213½ S. State St. Appointments by mail solicited.

J. B. KEYSOR & BRO., DENTISTS—Rooms 1, 2 and 3, first floor, Scott-Auerbach building.

LEGAL NOTICES.

IN THE DISTRICT COURT IN AND for the Third judicial district of Utah Territory, County of Salt Lake. George F. Root, plaintiff vs. Joseph A. Morlan, Kate L. Morlan, F. E. Gregg, National Bank of the Republic of Salt Lake city, Utah, Andrew C. Brixen, The American National Bank of Salt Lake city, Utah and S. S. Terrell, defendants. Summons.

The people of the Territory of Utah send greeting to Joseph A. Morlan, Kate L. Morlan, F. E. Gregg, National Bank of the Republic of Salt Lake city, Utah, Andrew C. Brixen, The American National Bank of Salt Lake city, Utah and S. S. Terrell, defendants.

You are hereby required to appear in an action brought against you by the above named plaintiff in the district court of the Third judicial district of the territory of Utah, and to answer the complaint filed therein within ten days (exclusive of the day of service) after the service on you of this summons—if served within this county; or, if served out of this county, but in this district, within twenty days; otherwise within forty days—or judgment by default will be taken against you, according to the prayer of said complaint.

The said action is brought to have judgment against Joseph A. Morlan in the sum of $3,000 with interest at 9% per annum from Sept. 7, 1893, for $135, with interest at 10% per annum from said date, for $32.75 taxes paid by plaintiff, with interest from Jan. 2, 1894, at 12% per annum for $100 attorneys' fee and costs of suit; alleged to be due on one principal note and coupon interest notes thereto attached, said principal note for $1,000 with 9% interest per annum from date, said six interest notes being for $135 each, March 7, 1893, with interest from date at 10% per annum, executed by defendant Joseph Morlan to plaintiff—same being due and wholly unpaid save two interest notes; and being secured by a mortgage of even date on premises hereinafter described, executed by defendants Morlan to plaintiff; to have said mortgage declared a first lien, that same be foreclosed and said property sold and proceeds applied in payment of amounts due as above; that the equity of redemption and interest of defendants in said property be forever barred; that plaintiff have judgment for any deficiency, and for other relief; said premises are described as follows: to-wit: Lots 1, 2, 3, 4, 5, 16, 17, 18, 19, 20, block 2, and lots 1, 2, 3, 4, 5, 6, 17, 18, 19, 20, block 1, in East Lawn addition to Salt Lake city, being a subdivision of lot 7, block 16, five-acre-plat "A," Big field survey, in Salt Lake county, Utah.

And you are hereby notified that if you fail to appear and answer the said complaint as above required, the said plaintiff will apply to the court for the relief demanded therein.

Witness the Hon. Charles S. Zane, judge, and the seal of the district court of the Third judicial district, (Seal.) in and for the territory of Utah, this 23d day of January, in the year of our Lord one thousand eight hundred and ninety-four.

HENRY G. McMILLAN, Clerk.
By GEO. D. LOOMIS, Deputy Clerk.
A. B. Sawyer, attorney for plaintiff.

IN THE PROBATE COURT, IN AND for Salt Lake county, territory of Utah. In the matter of the estate of Abraham Coon, deceased. Order to show cause why order of sale of real estate should not be made. James D. Coon and Isaac Coon, the executors of the last will and testament of Abraham Coon, deceased, having filed their petition herein, duly verified, praying for an order of sale of the whole of the residue of real estate of said decedent, for the purposes therein set forth, it is therefore ordered by the judge of said court, that all persons interested in the estate of said deceased appear before the said probate court on Thursday, the first day of March, 1894, at 10 o'clock in the forenoon of said day, at the court room of said probate court, at the county court house, in the city and county of Salt Lake, Utah, territory, to show cause why sale order should not be granted to the said executors to sell the whole of the real estate of the said deceased at private sale, and that a copy of this order be published at least four successive weeks in the Salt Lake Herald, a newspaper published in said city and county.

JACOB B. BLAIR, Probate Judge.
Dated January 30, 1894.
S. W. Darke, Attorney for Executors.

NOTICE OF SALE UNDER TRUST deed.—Notice is hereby given by the undersigned, James T. Little, trustee, in a certain deed of trust, wherein Charles W. Smith and Isabelle Smith, his wife, are parties of the first part, said James T. Little is second party, and The Deseret Savings Bank, a corporation, is party of the third part, or beneficiary, made, executed and delivered on the 20th day of December, 1892, whereby the said first parties conveyed to said second party all the real estate hereinafter described, to secure the payment of a certain promissory note of the same date, signed by the parties of the first part, in the sum of $800.00, payable to the order of said bank on the 20th day of December, 1893, with interest thereon at the rate of one per cent. per month, payable quarter yearly, and by said deed it was provided that if default be made in the payment of said note or any part thereof, or of the interest that may accrue thereon as the same become due and payable, or in case of the breach of any of the covenants contained in said deed, that then the undersigned should proceed to sell said described property at public vendue to the highest bidder for cash, after giving due notice thereof, as in said deed required; and whereas, said deed of trust was duly recorded on the 23rd day of December, 1892, in the office of the county recorder of Utah county, territory of Utah, in book "No. 15" of mortgages, on page 80, reference to which is hereby made; and, whereas, the principal on said note has been due and payable ever since the 20th day of December, 1893, and no part thereof has been paid or of the interest due on said note, except the sum of $44.00; and, whereas, said third party has notified me of said non-payment of said principal sum, and the interest due and payable as aforesaid, on said note, and has requested me to sell said real estate in accordance with the provisions of said deed of trust, to pay said note and the interest due thereon and the costs of this sale, including a reasonable compensation to said trustee, and a reasonable attorney's fee. Now, therefore, on Wednesday, the 7th day of February, 1894, at the hour of 12 o'clock, noon, of said day, at the banking house of said The Deseret Savings bank, in Salt Lake city, Utah, for the purposes aforesaid, and at public vendue, I shall sell to the highest bidder for cash, all the right, title, and interest that said Thomas C. Morris and Martha A. Morris had on the 21st day of September, 1893, or have since acquired, of in, and to the real estate described in said deed of trust, and situate in the city of Ogden, county of Weber, territory of Utah, to-wit: A part of lot ten (10), in block forty-two (42), plat "A," of Ogden city survey, beginning at a point nine and one-third (9⅓) rods south of the northeast corner of said lot and running thence south four (4) rods, thence west eight (8) rods, thence north four (4) rods east eight (8) rods to the place of beginning.

JAMES T. LITTLE, Trustee.
Salt Lake city, Utah, Jan. 13, 1894.
James H. Moyle, Attorney.

NOTICE OF SALE UNDER DEED OF trust.—Notice is hereby given by the undersigned, James T. Little, trustee, in a certain deed of trust, wherein Stephen Hales and his wife Jennie Hales are parties of the first part, said James T. Little is second party, and The Deseret Savings bank, a corporation, is party of the third part, or beneficiary, made, executed and delivered on the 24th day of October, 1892, whereby the said first parties conveyed to said second party all the real estate hereinafter described, to secure the payment of a certain promissory note of the same date, signed by the parties of the first part, in the sum of $1,250.00 payable to the order of said bank in one year after date with interest thereon at the rate of ten per cent. per annum payable quarter yearly and by said deed it was provided that if default be made in the payment of said note or any part thereof, or of the interest that may accrue thereon as the same become due and payable or in case of the breach of any of the covenants contained in said deed, that then the undersigned should proceed to sell the said described property at public vendue to the highest bidder for cash, after giving due notice thereof, as in said deed required; and whereas, said deed of trust was duly recorded on the 25th day of October, 1892, in the office of the county recorder of Davis county, territory of Utah, in book F of mortgages on page 284, reference to which is hereby made; and, whereas, the principal of said note has been due and payable ever since the 24th day of October, 1893, and no part thereof has been paid; and, whereas, said third party has notified me of said non-payment of said principal sum due and payable as aforesaid on said note and has requested me to sell said real estate in accordance with the provisions of said deed of trust, to pay said note and the interest due thereon and the costs of this sale, including a reasonable compensation to said trustee, and a reasonable attorney's fee. Now, therefore, on Wednesday, the 7th day of February, 1894, at the hour of 12 o'clock, noon, of said day, at the banking house of said The Deseret Savings bank, in Salt Lake city, Utah, for the purposes aforesaid, and at public vendue, I shall sell to the highest bidder for cash, all the right, title, and interest that said Stephen Hales and Jennie Hales had on the 24th day of October 1892, or have since acquired of, in and to the real estate described in said deed of trust, and situate in the county of Davis, territory of Utah, to-wit: Commencing at a point eighteen (18) chains and ninety-nine (99) links north, and three (3) chains and eighty-four (84) links east from the southwest corner of the southeast quarter of section twenty-five (25), township two (2) north of range one (1) west, Salt Lake meridian United States survey, and running thence southerly fourteen (14) chains and sixty-four (64) links, thence east six (6) chains and two (2) links, thence northerly fourteen (14) chains and seventy (70) links to the south line of a certain four rod street running east and west thence west six (6) chains and twenty-eight (28) links to the place of beginning, the same being block number twelve (12) containing nine and two-one hundredths acres of land, as platted in the plat of Edwin Pace's survey.

JAMES T. LITTLE, Trustee.
Salt Lake city, Utah, Jan. 13, 1894.
James H. Moyle Attorney.

MARSHAL'S SALE—PURSUANT TO an order of sale and decree of foreclosure to me directed by the district court of the Third Judicial district of the territory of Utah, I shall expose at public sale at the front door of the county court house in the city of Salt Lake, county of Salt Lake, and territory of Utah, on the 7th day of February, 1894, at 12 o'clock, m., all the right, title, claim and interest of Frederick W. Little, Elias A. Smith, William J. Horne and Ellen Lorella L. Horne, of, in, and to the following described real estate, situate, lying and being in Salt Lake city, Salt Lake county, and described as follows, to-wit: Commencing at a point on the south line of lot two (2), block thirty-four (34), plat "F," Salt Lake city survey, seven rods east of the southwest corner of said lot, and running thence east thirteen (13) rods to the southeast corner of said lot, thence north (10) rods to the northeast corner of said lot, thence west thirteen (13) rods to a point due north of the point of beginning; thence south ten (10) rods to the point of beginning. To be sold as the property of Frederick W. Little, Elias A. Smith, William J. Horne, and Ellen Lorella L. Horne, at the suit of Charles F. Goodwin and John C. Shirk, partners under the firm name of Goodwin & Shirk. Terms of sale cash.

NAT M. BRIGHAM, U. S. Marshal.
By J. B. TIMMONY, Deputy Marshal.
Dated Salt Lake city, Jan. 17, 1894.
Sutherland & Howat, Attys. for Plff.

NOTICE TO CREDITORS—ESTATE of Levi Reed, deceased. Notice is hereby given by the undersigned, administratrix and administrator of the estate of Levi Reed, deceased, to the creditors of, and all perseons having claims against the said deceased to exhibit them with the necessary vouchers, within ten months after the first publication of this notice, to the said administrators at their residence in North Point, Salt Lake county, Utah.

AUGUSTA REED,
WILLIAM LANGFORD,
Administratrix and Administrator of the Estate of Levi Reed, Deceased.
Dated January 30, 1894.
James H. Moyle, Attorney for the Estate.

MARSHAL'S SALE—PURSUANT TO an order and decree of foreclosure and sale to me directed by the Third Judicial district court of the territory of Utah, I shall expose at public sale at the south front door of the county court house, in the city of Salt Lake, county of Salt Lake, and territory of Utah, on the 16th day of February, 1894, at twelve o'clock m., all the right, title, claim and interest of Nis C. Christiansen, Gunelle Christiansen, National Bank of the Republic, a corporation, A. F. Christensen, T. J. Angell and Theodore P. Davis, copartners doing business under the firm name of T. J. Angell Lumber company, John L. Snyder and H. W. Fuller of, in, and to the following described real estate situate, lying and being in the city and county of Salt Lake, territory of Utah, and described as follows, to-wit: Commencing at a point two hundred and one (201) feet north of the southeast corner of lot two (2), block three (3), plat "B" Salt Lake city survey, and running thence west five (5) rods; thence north twenty (20) feet; thence east five (5) rods; thence south twenty (20) feet to the place of beginning; subject to a right of way over twelve (12) feet on the west part and ten (10) feet on the east part of the said described land. To be sold as the property of Nis C. Christiansen and Gunelle Christiansen at the suit of Oscar W. Moyle, as assignee of the Burton-Gardner Company, a corporation. Terms of sale, cash.

NAT M. BRIGHAM, U. S. Marshal.
By JOHN R. CUMMOCH, Deputy Marshal.
Dated Salt Lake city, Jan. 25, 1894.
J. H. Moyle, Attorney for Plaintiff.

NOTICE OF SALE UNDER TRUST deed.—Notice is hereby given by the undersigned, James T. Little, trustee, in a certain deed of trust, wherein Thomas C. Morris and his wife Martha A. Morris, are parties of the first part said James T. Little is second party, and The Deseret Savings bank, a corporation, is party of the third part, or beneficiary, made, executed and delivered on the 20th day of September, 1891, whereby the said first party conveyed to said second party all the real estate hereinafter described, to secure the payment of a certain promissory note of the same date, signed by the party of the first part, in the sum of $2,500, payable to the order of said bank on the 20th day of September, 1892, with interest thereon at the rate of ten per cent. per annum, payable quarter yearly, and by said deed it was provided that if default be made in the payment of said note or any part thereof, or of the interest that may accrue thereon as the same become due and payable, or in case of the breach of any of the covenants contained in said deed, that then the undersigned should proceed to sell the said described property at public vendue, to the highest bidder for cash, after giving due notice thereof, as in said deed required; and, whereas, said deed of trust was duly recorded on the 2nd day of October, 1891, in the office of the county recorder of Salt Lake county, territory of Utah, in book "2 A," of mortgages, on page 51, reference to which is hereby made; and, whereas, the principal on said note has been due and payable ever since the 20th day of September, 1892, and no part thereof has been paid; and, whereas, said third party has notified me of said non-payment of said principal sum, due and payable as aforesaid on said note and has requested me to sell said real estate, in accordance with the provisions of said deed of trust, to pay said note and the interest due thereon and the costs of this sale, including a reasonable compensation to said trustee, and a reasonable attorney's fee. Now, therefore, on Wednesday, the 21st day of January, 1894, at the hour of 12 o'clock, noon, of said day, at the banking house of said The Deseret Savings bank, in Salt Lake city, Utah, for the purposes aforesaid, and at public vendue, I shall sell to the highest bidder for cash, all the right, title, and interest that said Susie M. Free had on the 20th day of September, 1891, or has since acquired, of, in and to the real estate described in said deed of trust, and situate in the city and county of Salt Lake, territory of Utah, to-wit: Commencing at the southwest corner of lot two (2), block one hundred and fifteen (115), plat "A," Salt Lake city survey, and running thence east five (5) rods, thence north ten (10) rods, thence west five (5) rods, thence south ten (10) rods to the place of beginning.

JAMES T. LITTLE, Trustee.
Salt Lake city, Utah, Jan. 9, 1894.
James H. Moyle, Attorney.

At the request of the owner and holder of the note refered to in the foregoing notice and the maker of said deed of trust, the above sale is hereby postponed until the 7th day of February, 1894, at 12 o'clock, noon, at the same place.

JAMES T. LITTLE, Trustee.
Dated this 31st day of January, 1894.

TRUSTEE'S SALE—WHEREAS, JOHN Reeves and Mary Reeves, his wife, of the city and county of Salt Lake and territory of Utah, parties of the first part, did by their certain deed of trust, dated the second day of December, 1891, and duly recorded in the recorder's office of the county of Salt Lake, in the territory of Utah, on the third day of December of the same year, in book "3 D," of deeds of trust or mortgages, on pages 229 to 232 inclusive, duly and legally conveyed to A. B. Sawyer as trustee of the city and county of Salt Lake in the territory of Utah, as party of the second part, the lands and premises hereinafter mentioned and described, to secure the payment of one principal promissory note for the sum of thirty-five hundred dollars, and ten interest notes, each for the sum of one hundred and forty dollars, representing the interest upon the principal note for the term of five years at the rate of eight per cent. per annum, payable semi-annually, on the second days of June and December in each year with interest on each at the rate of eight per cent. per annum after maturity, all payable at the office of A. B. Sawyer, in Salt Lake city, Utah, with current rate of exchange on New York city, New York, and all signed by the said John Reeves and Mary Reeves, the first of said interest notes have been fully paid the four teenth maturing on the second day of December, 1893, wholly due and unpaid. And whereas, it was provided in said deed of trust (among other things) that if default should be made in the payment of said principal promissory note, or either of said interest-notes, according to the tenor and effect thereof, for a period of thirty days after their maturity, or if default should be made in the payment of the taxes annually assessed upon said premises described in said deed of trust, that then upon the application of said W. P. Sawyer to whom or to whose order all of said notes were given by the terms thereof made payable, or the legal holder of owner of said notes, having first given thirty days' previous notice of such sale by publication thereof once in each week for four successive weeks in any newspaper at that time published in said county of Salt Lake and territory of Utah, it should and might be lawful for said party of the second part, to sell and dispose of said real estate and premises for the highest and best price the same will bring in cash, and upon making a sale thereof, to make, execute and deliver to the purchasher thereof a good and sufficient deed or deeds for the conveyance in fee of the premises sold. And, whereas, default has been made in the payment of the interest note for the sum of one hundred and forty dollars maturing on the second day of December, 1893, and the interest thereon since that date, no part of which has been paid, and has also made default in the payment of the taxes duly assessed upon said premises for the year 1893, and that in order to prevent a sale of said premises described in said deed of trust the legal holder and owner of said note was compelled to pay and did pay to prevent such sale being made the sum of $37.40, dollars, on the 26th day of December, 1893, which said sum of money bears interest at the rate of ten per cent. per annum from said last named date as provided by said deed of trust. And, whereas, said deed of trust further provides that in case of a failure to pay said interest notes as they respectively mature, the legal holder of said principal note may in the exercise of his option declare the same due and payable, and the said premises may be sold in the same manner and with the same effect as if the said notes had fully matured. And, whereas, the said W. P. Sawyer to whom or to whose order all of said notes were made payable has sold and assigned all of said notes principal and interest that are unpaid to Samuel D. James, who is now the legal holder and owner of all of said notes, and who has, in the exercise of his option, more than thirty days having elapsed since default in the payment of interest and taxes, declared all of said notes due and payable that are described in said deed of trust, and has made application to the undersigned as trustee to advertise and sell real estate described in said deed of trust, in accordance with the terms and provisions thereof for the purpose of realizing a sum of money sufficient to pay the principal of said principal and intrest note due and unpaid with interest on each to the day of sale, also the amount paid for the current taxes on the premises described in said deed of trust and the interest thereon at the rate of ten per cent. per annum from the date of such payment, also a sum sufficient to defray the costs and expenses of such sale, with the sum of two hundred dollars for attorneys' and solicitors' fees as provided in and by said deed of trust. Now, therefore, public notice is hereby given that on Saturday, the third day of March, 1894, at the hour of one o'clock p. m. of said day, at the south front door of the county court house in Salt Lake city, on West Second South street, in the county of Salt Lake, in the territory of Utah, I, A. B. Sawyer, the trustee named in said deed of trust, will sell the following described real estate and premises described in said deed of trust, to-wit: Commencing at the northwest corner of lot four, in block thirty-one, plat "A," Salt Lake City survey, thence east twelve rods, thence south four rods, thence west twelve rods, thence north four rods to the place of beginning, containing forty-eight square rods of land, in the city of Salt Lake, in the county and territory aforesaid, and all of the right, title and interest of the said John Reeves and Mary Reeves, his wife, therein, for the purpose of raising a sufficient sum of money to pay said principal and interest note and the interest accruing thereon together with the amount expended for the payment of taxes and interest thereon, and the costs of advertising said premises for sale, the costs of sale and of attorneys' and trustee's fees, and that upon making said sale I will make and deliver to the purchaser a deed conveying the premises sold to the purchaser thereof. Terms of sale, cash in hand before the sale closes.

A. B. SAWYER, Trustee.
Sawyer & Putnam, Attorneys for Trustee.

MARSHAL'S SALE—PURSUANT TO an order and decree of foreclosure and sale to me directed by the Third Judicial district court of the territory of Utah, I shall expose at public sale at the south front door of the county court house in the city of Salt Lake, county of Salt Lake and territory of Utah, on the 16th day of February, 1894, at 12 o'clock m., all the right, title, claim and interest of Alexander Johnson, John B. Park and Jacob A. Dupees, of in, and to the following described real estate situate, lying and being in Salt Lake county, and described as follows towit: The north half of the west half of lot four (4), in block thirty-four (34), in plat "E," Salt Lake city survey, in Salt Lake county, Utah territory. To be sold as the property of Alexander Johnson at the suit of Moses W. Taylor. Terms of sale, cash

NAT M. BRIGHAM, U. S. Marshal.
By JOHN R. CUMMOCH, Deputy Marshal.
Dated Salt Lake city, Jan. 24, 1894.
Thomas Adams, Attorney.

MARSHAL'S SALE—PURSUANT TO an execution to me directed by the Third Judicial district court of the territory of Utah, I shall expose at public sale, at the front door of the county court house in the city of Salt Lake, county of Salt Lake, and territory of Utah, on the 17th day of February, 1894, at 12 o'clock, m., all the right, title, claim and interest of South Jordon Co-Operative Mercantile and Manufacturing Institution, a corporation, of, in, and to the following described real estate situate, lying and being in Salt Lake county, and described as follows to-wit: Commencing at the northwest corner of southwest quarter of the northwest quarter of section fourteen (14), township three (3) south, range one (1) west, Salt Lake meridian, running thence east fourteen (14) rods, thence south twelve (12) rods, thence west fourteen (14) rods, thence north along section line twelve (12) rods to place of beginning, containing one acre and eight rods, together with the buildings thereon. To be sold as the property of South Jordan Co-Operative Mercantile and Manufacturing Institution, a corporation, at the suit of Zion's Co-Operative Mercantile Institution, a corporation.

Terms of sale cash.

NAT M. BRIGHAM, U. S. Marshal.
By I. B. TIMMONY, Deputy Marshal.
Dated Salt Lake city, Jan. 25, 1894.

NOTICE TO CREDITORS—ESTATE OF Charles Engeman, deceased. Notice is hereby given by the undersigned, Dora Engeman, administratrix of the estate of Charles Engeman, deceased, to the creditors of, and all persons having claims against the said deceased, to exhibit them with the necessary vouchers, within four months after the first publication of this notice, to the said Dora Engeman, at No. 842 West Third South street, Salt Lake city, Utah, in the county of Salt Lake.

DORA ENGEMAN,
Administratrix of Estate of Charles Engeman, Deceased.
Dated January 23, 1894.
N. A. Sheckell, Attorney for Estate.

CIRCUIT COURT OF THE UNITED STATES.

For the Eighth Judicial Circuit and District of Nebraska.

ORDER.

Oliver Ames, second, and Samuel Carr, executors of the last will and testament of Frederick L. Ames, deceased, and Peter B. Wyloff and Edwin F. Atkins, complainants,

vs.

The Union Pacific Railway company; the Atchison, Colorado & Pacific Railway company; the Atchison, Jewell County & Western Railway company; the Boulder Valley & Central City Wagon Road company; the Bozeman Coal company; the Callaway Improvement company; the Carbon Cut-Off Railway company; the Central Branch Union Pacific Railway company; the Denver, Leadville & Gunnison Railway company; the Green River Water Works company; the Junction City & Fort Kearney Railway company; the Kansas Central Railroad company; the Kansas City & Omaha Railroad company; the Kearney & Blackhills Railway company; the Laramie, North Park & Pacific Railroad and North Park & Pacific Railroad and Telegraph company; the Lawrence & Emporia Railway company; the Loveland Pass Mining and Railroad Tunnel company; the Montana Railway company; the Morrison Stone, Lime and Town company; the Omaha & Republican Valley Railway company; the Oregon Railway and Navigation company; the Oregon