OGDEN DEP'T.

HERALD BRANCH OFFICE,
513 UTAH LOAN & TRUST BUILDING.

Ogden, December 2.

HURIBUT-GILBERT.

CASE FAILED TO COME UP IN COURT YESTERDAY.

Sequel to the Killing of William English is a Suit For $50,200, the Defendants Being the S. P. and the Ogden Union Depot Company.

The Huribut-Gilbert election contest case, which was expected to have been heard in the district court yesterday, did not come up for hearing. Everybody was on the tip-toe of expectancy, and were consequently disappointed. It is understood that some action will be taken in the matter next Tuesday.

The general understanding here was that the board had met in Salt Lake and was canvassing the returns. It was rumored that after completing the canvass, the board will issue to Huribut, the Republican candidate, the certificate of election. If this is done, however, Mr. Gilbert will certainly contest the matter and call for a full and searching investigation. He claims to have been elected by a majority of the ballots, and will push his claim for recognition.

FOURTH DISTRICT COURT.

When court adjourned today, the suit of C. H. Parsons et. al. vs. Preston Blair et. al. was on trial.

The following matters were also before the court:

Winslow Bros. company vs. Ogden Investment company; verdict of no cause for action.

Z. Lentz vs. Boyle Furniture company; verdict for plaintiff for $100.

W. G. Faulkner vs. Daniel Pugh; verdict for defendant, under instructions of the court.

George F. Phillips, a native of Scotland, was made a full-fledged citizen of the United States.

THE GRAND SEQUEL.

The sequel to the terrible accident which occurred at the Union depot on the 22nd of November, through which William English lost his life, came yesterday in the filing in the district court by the widow and children of a suit for $50,200 damages. The defendants are the Southern Pacific railroad company and the Ogden Union depot company. The suit is brought on the grounds that the deceased met his death through the carelessness and negligence of the defendants in not having a flagman at the railroad crossing or such other protection as was necessary to the safety of human life.

PROPERLY CANED.

Joseph Clark has resigned the position as manager of the Ogden Milling and Elevator company and will be succeeded in that trust by James Mack. On Friday evening Mr. Clark was made the recipient of a handsome gold-headed cane as a token of the high esteem in which he is held by the employees.

Mr. Clark intends devoting his time and attention to his other business interests, among them being the management of the Grand Opera house, of which he is a part proprietor. This is a business which, to be made successful, requires a large amount of application and it is to be hoped that Mr. Clark will be as successful in this sphere as he has been in former ones.

LOCAL BRIEFS.

The Southern Pacific pay car came in yesterday.

Cupid Ledwidge issued a marriage license yesterday to Franklin L. Blodgett, aged 20, and Miss Mary A. Roylance, aged 21, of North Ogden.

A new coal bin for the coaling of engines and a new sandhouse have been erected in the Southern Pacific yards.

In the estate of William English, Jane English, widow, filed a petition in the probate court yesterday for the issuance to herself of letters of administration. A hearing on the petition was set for Dec. 13.

Wilford, the 4-year-old son of Oliver Belnap, was kicked in the face by a horse at Hooper on Friday. The right cheek was badly cut, but no bones were broken.

Deputy United States Marshal Exum is unable to be at his post on account of sickness.

Two small fires occurred at J. Pidcock's residence on Seventeenth street on Friday night, several hours intervening between the outbreaks. The origin of the fires is unknown, but as several mysterious blazes have occurred in that vicinity it is feared that incendiaries are at work.

In the First, Second and Third wards the Democrats have issued calls for partisan caucuses to be held on Monday evening.

SOUVENIR CANDLES.

A Pretty and Useful Art Practiced By a Clever New York Girl.

New York, Dec. 1.—There is a young woman, living in that enchanted part of New York known as Central Park West, whose boudoir is the delight and envy of her girl friends. The furnishings are in terra cotta, oak and pink, but it is the brass candelabra which are the beauty of the room. One day they will all rejoice in pink candles with fluted rims and the finely tapering points that tell of expensive workmanships. Another day they are blue, clear even to enchanting. Next day all will be transparent white. And so through all the days of the season. There are ten candelabra in the room and not one holds less than three candles in its branching fingers. How then does the young woman keep them supplied without overstepping the bounds of her pocket-money which she declares is all her month's allowance?

THE WAY THEY MAKE THEM.

One day at a little luncheon party, the waxtaper sprite unbosomed herself thus to her friends:

"You have asked me how I get so many and such beautiful candles. And how I can afford to light them as the dusk dawns on, and even touch a candle to their feathery tips if the atmosphere is dull and the day gloomy. Well, I'll tell you. And to illustrate what I say we will work as I talk, making an object lesson in candle making."

Just here a servant entered with a chafing dish, a dozen composition candles, a ball of candle wick and some coloring substance.

"Now," you see, chattered the hostess while her fingers worked busily, "I have here just common white candles that cost a mere song. And I shave them with this sharp knife into this chafing dish. The alcohol lamp will speedily make them into liquid wax, as you will notice, as I shave. Now you see I stir a little of this pink dye—bought at the drug store—into the liquid and then I add this little drop of oil for fear the mixture should be too thick.

"Now," turning to a little cabinet, "here is a candle mould. I bought it at a fancy goods store. It holds three candles. And through the center of each section I run a strip of candle wick and tie it at each end. So! Now I am ready for the melted wax. Ethel dear," turning to the young lady at the left, "will you pour it in with this deep spoon, while I stir all the time. And you, Maude, on my right, hold the mould steady! There, one is filled! Now fill the other."

FILLING THE MOULDS.

In a minute all the moulds were full, and, then, setting them away, the hostess produced another set of moulds, which also were filled. And another! Soon there stood firmly on the window ledge enough candles to stock the most becandled apartments.

"Now," continued the hostess, when she could find time to speak; for the filling had been such rapid work, "you see I have plenty of pink candles. Now I'll deepen the color to red. The druggist told me just how to do it. See! It is a lovely carmine. Now we'll soon have a brilliant set of these. Then if we want to do so we can add blue and have purple, as red and blue makes that shade. When I want white candles I leave the mixture clear and simply pour it in my pretty moulds like this. And sometimes I make grey candles, and again yellow ones, and then add blue to make green."

TWISTING THE STICKS.

"There is still another surprise," chatted she. "Here are some dainty candle sticks—are they not so? That I made out of brass wire. I twisted it with the aid of a few tools; and now I'm going to make souvenirs for this luncheon. See, the candles are now firm," slipping a couple out of their tin moulds, "and notice how perfect in shape they are and how nicely they fit the sticks. You see they were made to order. Allow me, Ethel, to present you with the purple set. And you, Maude, let me give you the carmine ones. And here is the pink set for you! And the white set for you!"

And so the luncheon souvenirs were given out. And the young women went home, rejoicing not only in pretty gifts, but in the knowledge of having learned a very fine and useful household accomplishment.

AUGUSTA PRESCOTT.

KILLED NEAR NEPHI.

Oscar Peterson, of Scipio, Loses His Life By Being Run Over.

Nephi, Dec. 1, 1894.—A sad accident occurred here yesterday morning about 8 o'clock, by which a young man by the name of Oscar Petersen, of Scipio, Millard county, lost his life. He and two of his brothers were hauling grain and on their way to Springville, about a mile north of Nephi, the two horses took fright, and Oscar ran to catch his team and was knocked down and run over. He was brought back into town and Dr. D. O. Miner was called immediately and did all that could be done for the unfortunate man. He breathed his last about noon today. He suffered fearful agony. He was a married man and leaves a bereaved wife and three children to mourn his loss. His remains will be shipped to his home this afternoon in charge of his brothers.

CHESTERFIELD AND THE VAILS.

[From the National Review.]

It will be remembered that in the days of the great Lord Chesterfield, vails in London had reached such a pitch that it cost a man of position five or ten guineas merely to dine out. As he left the house he had to run the gantlet of the butler and underbutlers, and half a dozen footmen. One handed him his cane, one his hat, another his gloves, a fourth his coat, and so on, and so on, each expecting a crown in acknowledgment of his services. Lord Chesterfield saw that social intercourse was being ruined, called a meeting of the chief people in the world of fashion, and got them to agree to give nothing to the servants when they dined out. It is true he was nearly lynched by a mob of irate footmen, but he carried his point.

It is said that at the present moment there is a tendency to revive the odious custom thus put down by Lord Chesterfield, and that the masher has begun to tip the men who put him into his great coat after dinner. If that is so, a clear case exists for a common agreement not to allow the infection to spread. Dining out would become a more intolerable burden than it is already if it were also complicated by the question, "What is the least I can give without looking mean?"

Free Pills.

Send your address to H. E. Bucklen & Co., Chicago, and get a free sample box of Dr. King's New Life Pills. A trial will convince you of their merits. These pills are easy in action and are particularly effective in the cure of constipation and sick headache. For malaria and liver troubles they have been proved invaluable. They are gauranteed to be perfectly free from every deleterious substance and to be purely vegetable. They do not weaken by their action, but by giving tone to stomach and bowels greatly invigorate the system. Regular size 25 cents per box. Sold by Z. C. M. I. drug department.

PROBATE COURT ORDERS.

IN THE PROBATE COURT IN AND for Salt Lake county, territory of Utah. In the matter of the estate of Henry Arnold, deceased. Notice. Notice is hereby given that Henry Arnold and John N. Pike, administrators of the estate of Henry Arnold, deceased, having filed in said court their petition for final distribution of the residue of said estate among the persons entitled thereto, and that Tuesday, the 11th day of December, 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 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 final distribution should not be made as prayed for.

Dated November 14th, A. D., 1894.

H. V. MELOY,
Clerk of the Probate Court.
By, J. F. JACK,
Deputy.
J. H. Moyle, Attorney.

TERRITORY OF UTAH, COUNTY OF Salt Lake, Probate court of said county. In the matter of the estate of John H. Rumel, jr., deceased. Order of court.—The petition of Ursula D. Rumel, in her own behalf and of Orson Rumel, guardian for the minors, Ernest D. Rumel, Amey D. Rumel, Ethel D. Rumel, Walter D. Rumel and Bertha D. Rumel, having been filed in this court on the 1st day of December, 1894, praying that partition be made between said parties of certain real estate distributed in the decree of distribution in the matter of the estate of John H. Rumel, jr., deceased, and being made to appear to this court that certain real estate is pursuant to said decree held in common and undivided between said parties, and the court being satisfied that a hearing is proper in said matter: It is hereby ordered that Saturday, the 15th day of December, 1894, at the hour of ten o'clock in the forenoon of that day, at the court room of this court in Salt Lake city, county of Salt Lake and territory of Utah, be and is hereby made the time and place to hear said petition and the clerk of this court is hereby ordered to give notice of said petition by advertisement in The Salt Lake Herald, a daily newspaper published in Salt Lake city, for at least ten days before the time set for said hearing, and that the sheriff of this county give personal citation to each of said minors, Ernest D. Rumel, Amey D. Rumel, Ethel D. Rumel, Walter D. Rumel and Bertha D. Rumel, at least ten days before the day set for said hearing, and that said sheriff make due return thereof to this court.

JACOB B. BLAIR, Probate Judge.
Done in open Court, this 1st day of December, 1894.

SCHOOL ELECTION.

SCHOOL ELECTION.—PURSUANT TO law, notice is hereby given that on Wednesday, December 5th, 1894, elections will be held in the several precincts of Salt Lake city, for one member of the Board of Education from each precinct as follows: In the First precinct at the Eighth ward school house. In the Second precinct at No. 366 South West Temple street. In the Third precinct at the Sixteenth ward school house. In the Fourth precinct, at the Burlington school house. In the Fifth precinct at the Thirteenth ward school house. The polls will open at one hour after sunrise and close at sunset. The election will be conducted according to the statutes governing general elections.

JERROLD R. LETCHER,
Chairman Utah Commission.

PROVO PARAGRAPHS.

SENSATIONAL ADULTERY CASE AT SPANISH FORK.

A Runaway in Which a Couple of Persons Are Badly Hurt—School Board Candidates—Court Notes and New Cases.

Provo, Dec. 1.—Andrew Johnson, of Spanish Fork, was arrested yesterday, charged with the crime of adultery, committed with a Mrs. Braig, of the same place. Johnson was taken before Commissioner Kirgen, of Nephi, where he was arrested and released on bonds to appear before Commissioner Dudley, of Provo. On being arraigned before the latter, one of Johnson's bondsmen asked to be released, and the commissioner allowed Johnson to go upon his own recognizance. Johnson has a wife and five children living in Spanish Fork.

A BAD RUNAWAY.

There was a serious runaway last night about 5 o'clock, in which John Gibbons, employed as driver for the Steel Range company, was quite badly hurt. Gibbons was driving up Centre street when his team became unmanagable and started to run, dragging Gibbons quite a distance, cutting a gash in his head and on one hand, and fracturing his ankle. The team went down the street at a terrific rate, and ran into a buggy and team going in the opposite direction. In the latter vehicle was a Miss Jacques, who has been sick for several years. She was violently thrown out and over a fence, sustaining a severe cut on the head. Her condition is not necessarily dangerous.

THE SCHOOL BOARD.

At the primaries last night all went smoothly and the agreements heretofore entered into between the Republicans and Democrats that a Republican should be nominated from each of the three wards—First, Second and Third—and Democrats from the Fourth and Fifth, were kept, with the exception of the Fourth ward. In that meeting some hot-headed Republicans created discord and discontent and finally withdrew from the meeting. Proceeding to another room in the building they organized and nominated J. E. Boothe, the present incumbent, for a position on the board. Those who remained nominated E. A. Wilson in conformity with the agreement. The affair has created considerable talk and all are free to express that the Republicans did wrong and will lose by their action. It is styled a disgraceful affair and there is only one party to the disgrace—the Republican, as usual. Those nominated in the other wards were: C. A. Grazier (Rep.) in the First; Tom John (Rep.) in the Second; James Hardy (Rep.) in the Third, and Joseph T. McEwan (Dem.) from the Fifth.

A SOCIAL SUCCESS.

A very enjoyable social gathering was had last evening in the Third ward meetinghouse in honor of A. W. Harding, who just returned from a mission to the Samoan islands.

COURT NOTES.

In the case of Andrew Knudsen et. al., writ of restitution ordered to be issued.

Charles Burton vs. J. C. Hunter et. al; judgment by default for $516.96 and costs and $50 attorney's fees.

The people vs. Matlund Dunn, convicted of assault with a deadly weapon; time for sentence postponed till December 6.

The $5,000 slander case from Eureka is still on trial. It has occupied the attention of the court for the last three days and it is hoped that it is nearing the end.

NEW CASES.

Belmont & Kinney have filed suit against the B. Y. academy, A. O. Smoot, David John and W. H. Dusenberry to collect $1,000 interest and $50 attorney's fees.

Sophie Nielsen has commenced suit for divorce against N. C. Nielsen, alleging that on Nov. 22, 1892, at Ephraim, defendant struck plaintiff with his fist and on divers occasions treated her in a vile and inhuman manner, causing her great distress and mental suffering, thereby impairing her health. Plaintiff asks for a dissolution of the marriage contract and for a division of the property and for the custody of the three minor children. The parties are residents of Ephraim, Sanpete county.

Deputy Sheriff Wilkens went up to Thistle yesterday and arrested Joseph McCullough, who is charged with selling liquor without a license. McCullough put up a cash bond of $150 to secure his appearance before Justice Wedgerwood today.

THE HERALD'S CHEAP RATES SECURE { Best Results. Surest Results. Most Results. Quickest Results.

WANTED! WANTED!

RATES.

Situations Wanted—Per line, 5 cents; 3 lines, 10 cents; subsequent insertions half price.
Help Wanted, Houses or Rooms for Rent or Wanted—Per line, 5 cents; subsequent insertions, 2 1-2 cents.
Other Matter—One line, per day, 10 cents; 3 days, 20 cents; one week, 40 cents; one month, $1.00.

DIED.

SYMONS—In Salt Lake city, December 1, Samuel Symons, aged 67 years, a native of London, England.

The funeral will take place today at 3 p. m. from 125 West Fourth South street.

DEVLIN—In Salt Lake city, December 1, of consumption, Thomas Devlin.

The deceased was a well known miner and worked at Bingham for several years. Notice of funeral will be given later.

PAYNE—In this city, December 1, 1894, at 8:45 p. m., James Payne.

The deceased was born at East Grunstead, Sussex, England, and was baptied by Elder Bradshaw in Woodwick, Kent, England, in the year 1849.

Funeral notice hereafter.

Millenial Star please copy.

WANTED.

Immediately a competent servant girl. Apply 64 Second street.

Mrs. George Y. Wallace, Popperton Place, wants a cook. Apply at house, head of Second street.

Lady to work for me at home. $15.00 weekly. No canvassing. Send stamp. Estelle Montgomery, 631 Sixteenth street, Denver, Colo.

A permanent position at $18 weekly is guaranteed any lady who will work for us quietly at home. All material free. Reply with stamped envelope, Woman's Mutual Benefit Co., Joliet, Ills.

Men to sell latest improved central draft lamp burner, made for sizes lamps general in use; 40 and 60 candle power. No opposition; sample mailed 40 cents, retail for $1.00. Address J. Van Court, 356 E. Ohio street, Chicago, Ill.

Men and women to make big money with the Practical Plating Dynamo. Is the electrical machine used in the great plating factories. $65.00 to $85.00 a week made easy. Plates everything. No experience; big profits. Address W. P. Harrison & Co., Clerk No. 14, Columbus, Ohio.

I want aplications for loans on inside business property to be examined by inspector, who will be here in a few days. A. H. Adkison, 22 East First South street.

Girl to do general housework; must be good cook and well recommended. Call after 3 p. m. at 49 North West Temple street.

Eight men or ladies to sell Willmore's new Analytical Reference Bible in Utah. Write for terms and territory. Big money. F. L. Copening, state agent; J. A. Willmore & Co., Juab, Utah.

Lady newspaper contributors in every town to report all important happenings and write articles for publication on any subject. Experience is not necessary. Good pay for spare time. Our instructions tells you now to do the work. Send stamp for full particulars. Modern Press association, Chicago, Ill.

Gentlemen newspaper contributors in every town to report all important happenings and write articles for publication on any subject. Experience is not necessary. Good pay for spare time. Our instructions tells you how to do the work. Send stamp for full particulars. Modern Press association, Chicago, Ill.

DENTISTS.

HAPPY HOUR DENTAL CO., 212½ S. State St. Appointments by mail solicited.

J. B. KEYSOR & BRO., DENTISTS. Rooms 1, 2 and 7, first floor, Scott-Auerbach Building.

ACCOUNTANTS.

H. N. Winter, 312 Constitution building; auditing acc'ts, statements, adjustments.

TRUSTEE'S SALE.

TRUSTEE'S SALE — WHEREAS, Thomas A. Burmingham and Ellen E. Burmingham, his wife, of the county of Salt Lake and territory of Utah, did by their certain deed of trust dated the 21st day of April, A. D. 1892, sell and convey to A. B. Sawyer as trustee of the City of Salt Lake and Territory of Utah, the following described lands and premises, situate in the county of Salt Lake and Territory of Utah, to-wit: Beginning at the southwest corner of lot five, of section four, in township one north, range one west of the Salt Lake meridian, running thence north forty-two rods, thence east forty-four rods, thence south 850, east, thirty-six rods, thence south seventeen and one-quarter degrees, east forty and six-tenths rods, to the south boundary of said lot five, thence west ninety-two rods to the place of beginning, and containing twenty-one-hundred-and-five acres, which said deed of trust was afterwards to-wit: on the 22d day of April, A. D. 1892, recorded in the recorder's office of the county of Salt Lake and Territory of Utah, in book "3 F." of trust deeds on pages 231 and 232, and was made to secure the repayment of one principal promissory note bearing even date with said deed of trust for the sum of three hundred and fifty dollars, payable five years after the date thereof to the order of Warner L. Pratt, with interest thereon at the rate of eight per cent. per annum, payable semi-annually at the office of A. B. Sawyer in Salt Lake City, Utah, with current rate of exchange on New York City, N. Y. The interest on said principal note being represented by ten interest notes, each for the sum of fourteen dollars, the first payable on the 21st day of October, 1892, and one each six months thereafter until all are paid, and all of said notes, principal and interest, being signed by the said parties of the first part in said deed of trust. And whereas it was among other things in said deed of trust provided that if default be made in the payment of either said principal or interest notes or any part thereof, the said A. B. Sawyer, as such trustee named in said deed of trust, should at the request of the holder of said notes proceed to advertise and sell the premises described in said deed of trust by first giving thirty days previous notice of such sale by publication in any newspaper published in said county of Salt Lake and Territory of Utah, at public auction at the south door of the court house in the county of Salt Lake, in the Territory of Utah, for the highest and best price the same will bring in cash, and to make, execute and deliver to the purchaser or purchasers at such sale a good and sufficient deed or deeds of conveyance for the premises sold. And, Whereas, The said parties of the first part in said deed of trust have made default in the payment of seven and one-half dollars of the interest note due on the 21st day of April, 1894, and in all of the interest note due on the 21st day of October, 1894, and the said Warner L. Pratt, to whom or to whose order all of said notes were made payable, has in pursuance of an option in said deed of trust contained declared a forfeiture of said deed of trust and declared all of said notes due and payable, and has requested the undersigned as trustee to advertise and sell the premises above and in said deed of trust contained for the purpose of raising a sufficient sum of money to pay the principal note and interest thereon to the day of sale, as well as to pay said defaulted interest notes and to defray the costs and expenses of making such sale, as well as trustee's fees and the sum of fifty dollars to pay the attorneys' fees for making such sale as is provided in said deed of trust. Now, therefore, in pursuance of the power and authority in me, as trustee vested by said deed of trust, I will, on Wednesday, the 2nd day of January, 1895, at the hour of twelve o'clock, "M," of said day, at the south door of the old county court house, on West Second South street, in the City of Salt Lake, in the county of Salt Lake, in the territory of Utah, proceed to sell at public auction to the higest and best bidder for cash in hand the premises above and in said deed of trust described, together with all of the right, title, interest and equity of redemption of the said Thomas A. Burmingham and Ellen E. Burmingham, his wife, their heirs and assigns therein, and upon making such sale I, as trustee, will make, execute, acknowledge and deliver to the purchaser, a deed conveying the premises sold. Terms of sale: Cash in hand before the close of sale.

A. B. SAWYER,
(seal.) Trustee.
Sawyer & Putnam, Attorneys for Trustee.

LOST.

On Saturday between Zion's Savings bank and B. H. Schettler, one 10 gold piece. Return to Zion's Savings bank and be rewarded.

Package of lottery tickets. Reward for return to Y. J., this office.

SUMMONS.

IN THE DISTRICT COURT IN AND for the Third Judicial district of Utah territory, county of Salt Lake. John Beekman, plaintiff, vs. Cassie Foley, S. B. Westerfield, W. S. Crismon, S. A. Foley, S. C. G. Watkins, Alida J. Barron, Charles S. Stockton, William Franklin, Warren Barnhart, defendants—Summons.—The people of the territory of Utah, send greeting—To S. B. Westerfield, W. S. Crismon, S. A. Foley, Cassie Foley, S. C. G. Watkins, Alida J. Barron, Charles S. Stockton, William Franklin, Warren Barnhart, 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 in the sum of $3,300, with interest at 7% per annum from September 27, 1890, for $300 attorney's fee, alleged to be due on a certain promissory note, executed by defendant, S. B. Westerfield, to Jacob Hirsch and Solomon Plaut, March 19, 1890, for $3,000, with interest from date at 7% per annum, same being due and said amount as above being due, and wholly unpaid, thereon; said note being secured by a mortgage of even date on certain premises, being all of lot 9, block 14, five acre plat "A", Big Field survey, in Salt Lake county, Utah, executed by said Westerfield to said Hirsch and Plaut; said note and mortgage having been duly assigned to plaintiff, who is now the holder thereof; part of said premises having been released from operation of said mortgage, to-wit: All of lots 1 to 10 inclusive, block 1, and lots 5, 6, 18, 19 and 20, block 2, also 18, 19, 20, block 1, Watkins addition, being subdivision of lot 9, block 14, five acre plat "A," said Big Field survey; to have the usual decree of this court for the foreclosure of said mortgage, adjudging that said premises be sold and proceeds applied in payment of amounts due as above, with costs; that defendants and all persons claiming under them be barred and foreclosed of all claim or equity of redemption in said premises; that plaintiff have a deficiency judgment against defendants Foley, and for other relief. 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. Samuel A. Merritt, judge, and the seal of the district court of the Third Judicial
(seal.) district, in and for the territory of Utah, this 19th day of November, in the year of our Lord one thousand eight hundred and ninety-four.

DAVID C. DUNBAR, Clerk.
By GEO. D. LOOMIS,
Deputy Clerk.
Sawyer & Putnam, attorneys for plaintiff.

FOR RENT

Comfortable rooms or offices in Holmes building, cheap; steam heat. G. S. Holmes, Knutsford.

Nicely furnished rooms, bath and all modern conveniences; rates reasonable, at 377 South Second East.

Two, three or five rooms, 437 Second East.

Furnished rooms for light housekeeping, 29 South Fourth East.

MONEY TO LOAN.

MONEY TO LOAN—LOANS, ANY amount on city, or Salt Lake and Davis county farms. Apply at once No. 317 McCornick block.

MONEY ALWAYS ON HAND—SEE principal, Russel L. Tracy, 42 Commercial block.

FOR SALE.

Cheap from 3 to 4½ by 7 rods, corner First and H. Apply 327 First street.

Bargains—Schaffer piano and second hand bicycle. T. G. box 100.

PERSONAL.

MAZIE, Palmist and card reader, 248 West Temple street; readings 25 cents.

Twenty-four cabinet size pictures with full descriptions, including residences of ladies who want to marry, sent sealed for 10 cents; many beautiful and wealthy. W. Thompson, 67 Dearborn street, Chicago.

ODORLESS SANITARY CO., NO. 67 Main street. Telephone 379.

IN BUYING OR SELLING YOU SAVE money by calling at the I X L Second-Hand store, 48 East Second South.

A good man wanted for next year to sell to the country and retail trade, dry-good specialties on commission. G. T. H. Schramm, manager, 214 Chestnut street, Philadelphia, Pa.

Dr. C. H. Spencer & Co., hairgrowers, have their new office now open in Scott-Auerbach block, rooms 32, 33, 38 and 39, where they will successfully treat the scalp. Rooms 38 and 39 for ladies. Mrs. Spencer not being able to give all the ladies who have called in the past twenty days, a free test treatment will extend her invitation for thirty days more. We guarantee to stop all hair from falling out, cure all cases of dandruff, itching and humor; remove all surplus oil from the scalp without doing any shampooing. Lady hairdresser in attendance, whose services is free with the treatment. She will also do all classes of hairdressing and trimming at reasonable prices.

TO TRADE.

A good equity in a piece of business property for residence, city or country; value of property desired $3,000 to $5,000. Address or call upon A. E. Clark, Knutsford hotel.

PAINTERS.

PETERSON & BROWN; 63 WEST First South. Signs.

STEAM-HEATING.

P. J. MORAN—STEAM AND HOT water heating and ventilating apparatus, 333 State street.

PROFESSIONAL CARDS.

ATTORNEYS.

F. E. BARKER, ATTORNEY-AT-LAW, rooms 51-52, Hooper block.

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

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

F. E. McGURRIN, 311 DOOLY BLOCK. Stenographer and typewriter. All kinds.

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

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

JAMES H. MOYLE, ATTORNEY-AT-law. Rooms 301 to 306 Constitution Bldg.

RICHARD B. SHEPARD, Lawyer. 37-40 Commercial Block.

RICHARDS & RICHARDS, ATTORNEYS and counselors. Room 503 McCornick Block.

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

PLUMBERS.

HEESCH & DAVIS SANITARY CO., 49 East First South.

ERSKINE BROS., ALL KINDS OF plumbing and gas fitting done promptly at moderate prices. 49 West First South street.

MARSHAL'S SALE.

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 offer at public sale at the west front door of the county court house, in the city and county of Salt Lake, territory of Utah, on the 4th day of December, 1894, at 12 o'clock m., all the right, title, claim and interest of Joseph A. Morlan and his wife Kate L. Morlan, Joseph M. Stoutt, S. S. Terrill, Addison B. Jones, Roger C. Knox, the American National Bank, Bank of Salt Lake, Philo Leon Holland, S. P. Warren and O. P. M. Warren, a partnership doing business as Warren Brothers; R. W. Nicol, the Salt Lake Hardware company, Andrew C. Brixen and F. T. Hiatt, F. E. Gregg, and the National Bank of the Republic, of, in and to the following described real estate, situate in the city and county of Salt Lake, territory of Utah, to-wit: Beginning ten rods north of the southeast corner of lot one, block twenty-two, plat "A," Salt Lake city survey, running thence north five rods, thence west ten rods, thence south five rods, thence east ten rods to the place of beginning. To be sold as the property of Joseph A. Morlan, one of the defendants, at the suit of E. M. Weller, Mary A. Weller and Darwin E. Chaffin, as executors under the will of Joseph Weller, deceased. Terms of sale, cash.

NAT M. BRIGHAM,
By D. N. SWAN, U. S. Marshal.
Deputy Marshal.
Salt Lake City, Utah, November 9, 1894.
Williams, VanCott & Sutherland, Plaintiffs' Attorneys.

ASSESSMENT NOTICE.

UTAH AND SALT LAKE CANAL CO. principal place of business, Salt Lake city, Utah. Notice is hereby given that at a meeting of the trustees held on the 15th day of September, 1894, an assessment of one dollar per share was levied on the capital stock of the corporation, payabl to the secretary at the general office of the company, Room No. 208 Constitution building, Salt Lake city, Utah, before the 12th day of November, 1894. Any stock upon which this assessment may remain unpaid on the 12th day of November, 1894, will be delinquent and advertised for sale at public auction, and unless payment is made before, will be sold on the 12th day of December, 1894, at 2 p. m., to pay the delinquent assessment, together with the cost of advertising and expense of sale.

Respectfully, GIDEON A. GIBBS,
Secretary.
Dated Salt Lake City, September 20, 1894.

At a meeting of the board of directors held November 10, 1894, the time of declaring the above assessment delinquent was extended to December 12, 1894, and the time of sale to January 12, 1895.

GIDEON A. GIBBS,
Secretary.
Utah and Salt Lake Canal Company.

TRUSTEES' SALE.

NOTICE IS HEREBY GIVEN, THAT whereas, Frank G. Brown, of the City of New York, State of New York, by his certain deed of trust made and executed by him on November 18th, 1873, to Joseph R. Rosborough and Samuel A. Merritt then delivered and duly recorded in the recorder's office in the County of Salt Lake, Territory of Utah, in book "G" of mortgages, page 1143, did grant, bargain, convey and confirm to the said Rosborough and Merritt, who are the parties of the second part in said deed, certain mining property situate in the County of Salt Lake and Territory of Utah, and in the Big Cottonwood mining district in said county; the said mining claims being described as follows, to-wit: Those certain mining claims situated on Kesler's Peak in said mining district, county and territory aforesaid, known as, and called the Carbonate, the Baker, the Sailor Jack, Altoreas, Defiance, Eureka and Ebel mining claims, also the Ebel tunnel, and being the same property conveyed to the said Frank G. Brown by John W. Kerr, John R. McBride, John P. Lawson and George C. Harkins, which said conveyance was in trust to secure the payment of a certain indebtedness aggregating some Sixty Thousand Dollars, evidenced by two promissory notes, bearing even date with said deed of trust and executed by the said Frank G. Brown, and payable to the order of John P. Lawson and George C. Harkins, the parties of the third part in said deed of trust, the one of said notes being for the sum of Ten Thousand Dollars, payable January 1st, 1879, and the other of said promissory notes being for the sum of Fifty Thousand Dollars, due and payable on the first day of March, 1879, each of said notes bearing interest thereon from date until paid. Which said deed of trust and the notes secured thereby, having prior hereto been by the said John P. Lawson and George C. Harkins assigned, transferred, made over and delivered for value, to Hamilton Odell of the City of New York, State of New York, by deed of assignment bearing date March 11th, 1879, and duly recorded in the county recorder's office of Salt Lake county, Utah Territory, in book "H," of mortgages, page 169; said Hamilton Odell being now the legal owner and holder of said mortgage and notes; And whereas, it was provided in said deed of trust, among other things, that "if default shall be made in the payment of any of said sums of principal or interest when due, in the manner stipulated in said promissory notes, or in the reimbursement of any amounts herein provided to be paid, or of any interest thereon, then the said parties of the second part, or the survivor of them, their successors or assigns, on application of the party of the third part or their assigns, shall sell the above granted premises, or such part thereof as in their discretion they shall find it necessary to sell in order to accomplish the object of these trusts in the manner following, namely: They shall first publish the time and place of such sale with a description of the property to be sold at least once a week for two weeks, in some newspaper published in the city and county of Salt Lake, and may from time to time postpone such sale by publication, and on the day of sale so advertised, or to which such sale may be postponed, they may sell the property so advertised, or any portion thereof at public auction, in any county where any part of said property may be situated, to the highest cash bidder, and the holder or holders of said promissory note, their agent or assigns may bid and purchase at such sale." And whereas, the said promissory note last falling due, to-wit, the note for Fifty Thousand dollars, falling due on March 1st, 1879, remains wholly unpaid to the extent of Thirty-five Thousand Five Hundred Dollars, there having been paid thereon prior hereto, only the sum of Fourteen Thousand Five Hundred Dollars, which said balance of Thirty-five Thousand Five Hundred Dollars bears interest thereon from the date of the maturity of said note, to-wit, March 1st, 1879, at the rate of ten per cent. per annum, and that no part of said Thirty-five Thousand Five Hundred Dollars, or of the interest thereon as aforesaid, has been paid, but the same remains wholly due and unpaid. Now, therefore, we, the undersigned, Joseph B. Rosborough and Samuel A. Merritt, trustees as aforesaid, at the request of the legal owner and holder of said note last above described, and by virtue of the authority given us in said deed of trust, and in accordance with the provisions thereof, will, on Saturday, the 15th day of December, 1894, between the hours of 12 o'clock m. and 3 o'clock p. m., of that day, at the south front door of the old county court house, in the city and county of Salt Lake, Territory of Utah, proceed to sell and sell the above described mining property, at public auction to the highest bidder for cash in hand, in order to pay said note and interest and the costs of this trust, or so much thereof as it may pay; and upon such sale being made, being thereunto duly authorized by said deed, we shall make, execute and deliver to the purchaser or purchasers of said property a good and sufficient deed or deeds, conveying all the interest which the said Frank G. Brown had in and to the aforesaid mining property on the 18th day of November, 1873, and which we have or hold therein as trustees.

Salt Lake City, Utah, Nov. 23, 1894.

JOSEPH B. ROSBOROUGH,
SAMUEL A. MERRITT,
Trustees.
Marshall & Royle, Attorneys.

TRUSTEE'S SALE—NOTICE IS HEREby given that whereas, John W. Jones and Margaret Jones, his wife, by their certain deed of trust made and executed by them on the first day of October, 1892, to George M. Downey and John W. Donnellan, then delivered and duly recorded in the recorder's office in the county of Salt Lake and territory of Utah, in book 3 "J" of mortgages, page 171, did grant, bargain, convey and confirm to the said George M. Downey and John W. Donnellan, who are the parties of the second part in said deed of trust, certain lots or parcels of ground situate in the county of Salt Lake and territory of Utah, and known and described as follows, to-wit: Lots one, (1), two (2), three (3) and six (6), in block 109, plat "C," Salt Lake City survey; each of said lots containing 10x20 rods of ground and lying, being and situate in said city and county of Salt Lake and territory of Utah. Which said conveyance was in trust to secure the payment of a certain promissory note in words and figures following, to-wit: $2,500.00. Salt Lake City, October 1st, 1892.

Two years after date, I promise to pay to the order of The Commercial National Bank, of Salt Lake city, Utah, at The Commercial National Bank, Salt Lake city, Utah, twenty-five hundred dollars, with interest at ten per cent. per year after date until paid, value received. Said interest payable quarterly.

JOHN W. JONES.

And, whereas, it was provided in said deed of trust among other things, "but should default be made in the payment of the said note, or of the interest that may accrue thereon, or any part thereof, as the same becomes due and payable, or in case of the breach of any of the covenants herein contained, then this deed shall remain in force and the said parties of the second part or either of them, or the survivor of them, or, in the event of the death of both of them, or absence from the city, or refusal to act, or other disqualification for the performance of the duties of this trust, then, at the request of the holder of said note, the United States Marshal in and for the territory of Utah (who shall thereupon become the successor of said trustees and of the survivor of them to the title to said property and the same become vested in him in trust for the purposes and objects of these presents, with all the powers, duties and obligations thereof) may proceed to sell said property or any part thereof at public vendue, to the highest bidder for cash." And, whereas, said promissory note, together with all the interest thereon