NEWS FROM NEARBY

U. P. Opposing the R. G. W. Requests at Provo.

SOCIAL NOTES AT THE PARK

SERVICES ARRANGED FOR SUNDAY NEXT.

Mrs. Elsie E. Hart, of Thurber, Wayne County, Looking For Her Husband — Price Correspondent Believes Senator Brown and Prominent Officials Have Their Eyes on the Asphaltum Beds of the Uncompahgre.

Provo, Feb. 26.—Some very interesting facts were brought out at the farmers' institute today by Professor T. B. Lindfield on the subject of milk and milk tests.

Director Luther Foster then descanted on the subject of the rotation of crops vs. summer fallowing.

In the afternoon Professor Lindfield spoke on the care and management of the dairy cow.

A. Knudson, who established the first creamery here, gave his ideas of the creamery from a farmer's standpoint.

At the evening session Mr. Foster told the farmers how to get rid of weeds and Mrs. L. C. Foster dealt with the subject of the "Education of Our Girls."

Professor Lindfield closed the day's programme with remarks on "How to Make Butter."

The session will close tomorrow.

THE RAILWAY GRANT.

It is now an interesting and somewhat troublesome period for the council committee on railroads and telegraph. They are first in consultation with parties protesting against allowing the Rio Grande Western Railway company to extend their tracks northward along H street (which, by the way, the railroad company has not asked), and they are also sought in conference with those who desire that the road take this route, for the benefit of the woolen mill, the roller flour mill and certain lumber companies, to each of whom it would be a convenience. The objection is that it will become a nuisance to have trains passing through the thickly settled part of the city.

Judging from a short conference the committee has held with Superintendent Young of the Union Pacific, there will be some protests made from that quarter. What they demur to is the city granting to the Western privileges which they claim would be detrimental to their company. They object to the city giving away the parcel of land at the foot of J street and also to the route proposed by the Rio Grande Western railway. All questions in this connection will be wrestled with by the council, which meets Monday evening.

NOTES.

There was quite a gathering at the Proctor academy this afternoon to witness the exercises of the students.

There is to be a revival of the Provo Military band.

About 40 persons have already decided to go to see Fanny Davenport when she appears in Salt Lake.

Tomorrow evening there is expected to be present at the Madame Von Finklestein lectures a large trainload of people from Goshen, Payson, Spanish Fork and Springville. This will be the last and the banner engagement. A very successful excursion has been run every evening from the points named.

SUMMIT COUNTY.

Park City Mormons Will Celebrate Prest. Woodruff's Birthday.

Park City, Feb. 25.—The ninetieth anniversary of the birth of President Woodruff will be celebrated next Monday evening, March 1, in the Latter-day Saints' church. An interesting programme will be rendered and refreshments served.

The Park City fire department will give the annual firemen's ball on Thursday evening, April 22. The following committees on arrangements has been appointed: Chief M. H. Pape, J. M. Lockhart and Jackson Fairhurst.

The ball which was arranged by the stage hands of the opera house was a failure last night, owing to a combination of uncertainties. It was first changed from a masquerade to a grand ball, and finally a report was circulated that the affair had been given up. The attendance was not sufficient to justify the managers to proceed with the dancing.

Rev. E. G. Hunt will preach at the M. E. church Sunday morning upon the theme: "The Soul Winner;" evening, "Some Secrets of the Bible's Power."

"Rev. W. S. Hunt of the Congregational church announces his themes for Sunday as follows: Morning, "The Progress of Missions;" evening, "The Naturalness of Faith."

The Epworth League of the M. E. church will hold a social in the church parlor next Monday evening.

Services at the Catholic church next Sunday as follows: First mass and sermon, at 8 a. m.; second mass and sermon, at 10 a. m.; Sunday school, 2 p. m.; vespers and benediction of the most holy sacrament, 7 p. m.

Latter-day Saints—Sunday school, 10 a. m.; regular services, 7:30 p. m.

Christian Scientists hold regular services in dental parlors of Diem building, 7 p. m.

Salvation Army meeting at 8 p. m.; children's meeting at 3 p. m.

St. Luke's Episcopal church—Sunday school at 10 a. m.; services at 11 a. m. and 7:30 p. m.

Park City people would doubtless welcome the "Mascot."

A. H. L. Bird of Salt Lake is looking through the Ontario mine today.

William Trethewey, who was injured in the Silver King snowslide, is able to be out again.

J. A. Headlund is up from the capital today.

Rev. Father Galligan was a passenger to Salt Lake last evening.

W. V. Rice went in to the city this evening. In a few days he will depart for Oregon to visit points and will finally join Mrs. Rice, who is now in Los Angeles.

Frank Wescott and E. W. White returned from Zion this morning.

DIPHTHERIA AT HEBER.

Several cases of diphtheria are reported at Heber. The schools have been closed and all precautions taken to prevent the spread of the disease.

Flossy Fisher, daughter of David Fisher, foreman at the Ontario, Lula Jerkins and a child named Dukes are dangerously ill. The homes have been quarantined. Much anxiety is expressed as to the outcome of these cases and fears are expressed that new ones may develop.

WAYNE COUNTY.

Mrs. Elsie E. Hatt Anxious to Find Her Husband.

Thurber, Wayne County, Utah, Feb. 24, 1897.—I am anxious to learn the whereabouts of my husband Frank Joseph Hatt, he left home 15 months ago, in search of work. The last I heard of him was a year ago, he was then working in Bingham canyon. I fear he has been killed or come to some untimely end. I am left in a destitute condition and if you would advertise for me I shall ever consider you have done me a great favor. He is 34 years old, English born, has brown hair and light brown eyes, sandy mustache, dimpled chin, 5 ft. 5 in. high, and weights about 140 pounds. Any information will be thankfully received by Mrs. Elsie E. Hatt, Thurber, Wayne county, Utah.

ELSIE E. HATT.

The worst tea in the world is drunk in the United States.

Try *Schilling's Best*—your grocer will sell you a package, and pay you back your money in full if you don't like it.

A Schilling & Company
San Francisco 516

CARBON COUNTY.

Big Party Leaves Price For the Gilsonite Fields.

Price, Utah, Feb. 25, 1897.—With the noon mail train Wednesday from Salt Lake City came The Daily Herald announcing the passage in the senate of Senator Cannon's amendment to the Indian appropriation bill, throwing open the Uncompahgre Indian reservation for settlement. This news was received with open arms by the Price people, as well as a few Salt Lakers. On the same train bringing this news came State Mine Inspector Tom Lloyed and others from Salt Lake City, and with a four-horse team and wagon and plenty of provisions, and two or three of Price's leading citizens, left for the much-sought-for gilsonite mines in the Uncompahgre Indian reservation. It is presumed that Tom Lloyd has a tip from Hon. Arthur Brown, who is in Washington, where his duties as United States senator will keep him until Hon. Joseph L. Rawlins relieves him. Lloyd no doubt is sent out by Senator Brown to relocate the valuable gilsonite claims, for the state officials and prominent railway officials that were located by Lloyd last fall before the reservation was thrown open, and Colonel Randlett, Indian agent, took the location notices down and destroyed them. The boys will possibly be more successful this time, and will gobble on to the entire reservation unless the prospectors and others interested get a move on them and get out there and be ready to locate a gilsonite claim the very moment the bill is made a law. This will be the only show for the poor man to get anything on the Uncompahgre reservation.

My Neighbor Told Me

About Hood's Sarsaparilla and advised me to try it—This is the kind of advertising which gives Hood's Sarsaparilla the largest sales in the world. Friend tells friend that Hood's Sarsaparilla cures; that it gives strength, health, vitality and vigor, and whole neighborhoods use it as a family medicine.

HOOD'S PILLS act easily and promptly on the liver and bowels. Cure sick headache.

The True Remedy.

W. M. Repine, editor Tiskilwa, Ill., Chief, says: "We won't keep house without Dr. King's New Discovery for Consumption, Coughs and Colds. Experimented with many others, but never got the true remedy till we used Dr. King's New Discovery. No other remedy can take its place in our home, as in it we have a certain and sure cure for Coughs, Colds, Whooping Cough, etc." It is idle to experiment with other remedies, even if they are urged on you as just as good as Dr. King's New Discovery. They are not as good, because this remedy has a record of cures and besides is guaranteed. It never fails to satisfy. Trial bottles free at Z. C. M. I. drug dept.

WASHINGTOIN, D. C., AND RETURN $57.75.

Via. Rio Grande Western Railway.

On Feb. 26 and 27 the Rio Grande Western will sell round trip tickets to Washington, D. C., at rate of $57.75; tickets good until March 12. Two fast through trains daily carrying all classes of equipment. For additional information inquire of I. A. Benton, city ticket agent, No. 15 W. Second South street, city.

SUMMONS.

IN THE THIRD DISTRICT COURT of the Third Judicial District of the State of Utah, county of Salt Lake. George T. Grady, plaintiff, vs. W. H. Cromer, defendant.—Summons.—The State of Utah sends greeting to W. H. Cromer, defendant. 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 state 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 the defendant for the sum of $97.80 together with interest thereon at the rate of five per cent per month from date until paid, together with $10.00 as attorney's fee and costs of suit—alleged to be due the plaintiff upon a certain promissory note made, executed and delivered by the defendant to F. E. McGurrin & Co., on Nov. 18, 1896, for the sum of $90.00, bearing interest at 2 per cent per month from date until maturity, and at the rate of 5 per cent per month after maturity until paid, both before and after judgment, and providing for an attorney's fee of $10.00 in case the said note be collected by suit—that on January 28, 1897, the said F. E. McGurrin & Co., for a valuable consideration, duly assigned and transferred said note to the plaintiff, who is now the legal holder and owner thereof, that no part or portion of the same has been paid. And you are hereby notified that if you fail to appear and answer the said complaint as above required, the said plaintiff will take judgment against you for the sum of $97.80 together with interest thereon, attorney's fee and costs of suit.

Witness, the honorable judges, and the seal of the District Court of the Third Judicial District, in (Seal.) and for the State of Utah, this 20th day of January, in the year of our Lord one thousand eight hundred and ninety-seven.

DAVID C. DUNBAR, Clerk.
By GEO. D. LOOMIS, Deputy Clerk.
Edward McGurrin, Attorney for Plaintiff.

IN THE DISTRICT COURT, PROBATE division, Third judicial district, in and for Salt Lake county, state of Utah. In the matter of the estate of Ann E. Whitehill, deceased. Notice.—Pursuant to an order of said court, in said matter, notice is hereby given that Wednesday, the 10th day of March, A. D. 1897, at 9:30 o'clock a. m., at the county court house in Salt Lake City, Utah, in the court room of said court, has been appointed the time and place for the hearing of a petition of David B. Hempstead, praying for the admission to probate of a certain document therewith presented, purporting to be the last will and testament of Ann E. Whitehill, deceased, when and where all persons interested may appear and oppose the probate of said will, or the granting of letters testamentary as prayed for in said petition.

In witness whereof, I have here- (Seal.) unto set my hand and affixed the seal of said court, this 25th day of February, A. D. 1897.

DAVID C. DUNBAR, Clerk.
By George E. Blair, Deputy Clerk.

NOTICE TO CREDITORS.

ESTATE OF WALTER MURPHY, DECEASED. Notice is hereby given by the undersigned, Emma B. P. Murphy, executrix of the estate of Walter Murphy, deceased, to the creditors of and all persons 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 executrix at her residence, 426 South Seventh East street, or at the law office of E. B. Critchlow, Salt Lake City, in the county of Salt Lake, Utah.

EMMA B. P. MURPHY,
Executrix of the estate of Walter Murphy, deceased.
Dated Feb. 18, 1897.

OGDEN BUREAU.

Business and Editorial Office 519 Utah Loan & Trust Building. Telephone 298.

Ogden, February 27.

A TRAGEDY AT PLAIN CITY

John Nicol Shoots Joseph Lewis and Then Kills Himself.

DELIBERATE WORK DONE

Lewis May Possibly Pull Through the Trouble.

Lewis Had Sworn Out a Warrant For the Arrest of Nicol on the Charge of Petit Larceny, and the Suicide Proposed to Get Even—The Awful Affair Commenced in a Joke—Brief History of the Principals—Nicol Regarded as a Black Sheep For Some Time Past.

John Nicol is dead, Joseph Lewis is seriously wounded and may die. Such are the net results of a tragedy which happened at Plain City yesterday. The shooting of Lewis was done deliberately by Nicol, who afterwards rode home and shot himself through the head, expiring a few minutes afterward.

As published yesterday in The Herald, a warrant had been issued for Nicol's arrest on a charge of petit larceny. This charge was preferred by J. W. Lewis, and on the matter coming to Nicol's knowledge he deliberately set about to kill Lewis, who was then at Salt Creek, about a mile from Nicol's home in Plain City. It was about 11 o'clock when the young man heard that a warrant was out for him. He was at work with a team about the barn at the time. He quietly unhitched his team and went into the house, telling his father he wanted his pistol. His father asked him what he wanted of it, but the son gave a rough answer, saving no matter what he wanted of it, he wanted it. He took the pistol, mounted a horse and left. He first went to the little store kept by Mrs. Coy, where he called for some cartridges. The woman took down 10 cents' worth, as that was the number he usually bought. He slipped five into his pistol and said: "Charge these; that —— Lewis has got out a warrant for me, and I'm going to fix him." Mrs. Coy was very much frightened at his reckless manner, and ran out to give the alarm. The boy's parents were also apprehensive and were trying to get word to Lewis of impending danger. But meanwhile young Nicol had galloped across to Salt Creek, where J. W. Lewis, in company with his adopted father, James Stewart, and a Mr. Thomas, was at a sheep camp.

Nicol rode up, and calling to Lewis, said he had come to settle with him about that watch business. Young Lewis, seeing the pistol of Nicol, stepped behind a wagon, but Nicol reined his horse around to get a clear view of him. On this, Lewis

STARTED TO RUN.

Nicol fired once, Lewis fell and his assailant then turned his horse and galloped back toward home.

Mr. Stewart and Mr. Thomas put the victim in a sleigh and started for Plain City, arriving there at the Stewart home almost as soon as Nicol.

The latter went to the house of C. W. Thomas—not the one who witnessed the shooting—and dismounted from his horse. He still had the pistol. To Mr. and Mrs. Thomas, who were outside, he said: "I have fixed that —— Lewis, and now I am going to fix myself." Mr. Thomas, not comprehending the awful seriousness of the young man's words, made some remarks, whereupon Nicol repeated: "I have shot Lewis and now I am going to shoot myself."

"Don't do that, don't shoot; not while my wife is here," Thomas called out. Mrs. Thomas also screamed for him not to shoot but John Nicol placed the muzzle of the revolver close to his left temple. A moment later he was quivering in the throes of death, a gaping wound in his temple and the smoking pistol close at hand on the ground.

A few minutes later Deputy Sheriff Harrop arrived with a warrant for the arrest of Nicol on the charge of petit larceny. The young man died just eight minutes after firing the last shot. Two bullets had done all the work. There was one loaded cartridge in the dead man's pocket and three in the pistol which was an American "Bull Dog," 45 calibre. His body was left where it fell until a coroner's jury could be summoned, which was done by Justice Geddes.

Meanwhile a telephone message had been sent to Ogden for Dr. Driver. Mr. Maw of Plain City notified The Herald's Ogden office of the trouble a few minutes after the suicidal shot was fired.

Dr. Driver went at once to Plain City and examined Lewis. The shot had struck him in the back about over the left kidney. Presumably it ranged downward but the ball could not be located. The bleeding of the wound was nearly all inwardly, which is an ominous sign. The doctor is quite hopeful of his patient and says at any rate no fatal result need be expected for a few days. A vigorous constitution and temperate habits are in his favor.

J. W. Lewis is a young man about 20 years of age, the adopted son of James Stewart who emigrated to Utah from the south a few years ago. The young man has many friends.

Nicol has been regarded as a black sheep for quite a while. He was out on bonds to the district court, having been bound over by Justice Perrin on the charge of grand larceny preferred by John Berry, who alleged that Nicol took $45 from his pocket the day before last Christmas while the two were in a wagon together riding home to Plain City.

The petit larceny trouble arose out of what at first appeared to be a jest. A number of the Plain City young men were comparing watches and chains. Nicol took Lewis' watch and transferred it to his own pocket saying he would give it back later. Repeated requests from day to day for the watch were refused and Thursday Lewis swore out the warrant. It has been ascertained that the watch was pawned at Kertz' pawn shop for $1.50 by a young man answering Nicol's description but giving the name of Stewart. The pawn ticket for the watch was found by Deputy Sheriff Harrop in Nicol's pocket.

The shot was fired at Lewis from a distance of about 25 feet. Lewis being on the run and Nicol still on his horse. His reputation for being a good shot is evidently deserved.

On July 4, 1894, Nicol married Miss Lizzie Knight at Plain City. In the following January she left him and it is understood that a divorce was about to be secured. Just before shooting himself Nicol said to Thomas "Tell my folks good-bye."

The coroner's jury brought in a verdict of suicide.

At last accounts Lewis was resting easily, but it cannot be determined yet whether or not his wound is fatal.

Court Matters.

James H. Spargo has begun suit against Heber J. Sears and Belle F. Sears and Samuel Marks for the foreclosure of a mortgage and judgment in the sum of $2,000 with interest on that sum since April, 1892. Numerous other parties are made defendants in order to quiet title to the land mortgaged.

The Ogden State bank has brought suit against R. J. Hill, J. P. Frodsham and F. A. Shields to recover $1,774.95 with interest from March 1, 1897.

SHORT ORDERS.

Charles T. Bell vs. Francis McKendry; deposition ordered opened and published.

New England Loan & Trust company et. al. vs. Thomas Cheshire et. al.; default of defendants entered, evidence heard and plaintiff granted judgment of foreclosure for $260.

Died.

Elizabeth Branson, wife of William Branson, residing on Wall avenue near Twenty-third street, died yesterday morning a little after midnight. She was 74 years of age.

A Business Change.

The firm of Tindall & Son, whose embarrassment was recently noted, yesterday sold their business to D. S. Blodgett, who assumes the liabilities not otherwise protected and will continue the business.

The "Mascot."

"The Mascot" was presented to a good sized audience at the Grand last night by the Salt Lake Opera company. It was very well received and Ogden is convinced that it deserves the good words said of it in Salt Lake.

Abductor Arrested.

Charles McCormack, who on Thursday evening, abducted his 2-year-old child from his divorced wife, was arrested yesterday afternoon, the child being returned to its mother.

ANNUAL AND SPECIAL STOCKHOLDERS' MEETING.

NOTICE IS HEREBY GIVEN THAT the annual meeting of the stockholders of the Corinne Mill, Canal and Stock company, a corporation of Utah, for the purpose of electing directors and officers for the ensuing year and for the transaction of such other business as may be proper, will be held at the general office of the company at Corinne, Utah, on Saturday, the 13th day of March, 1897, at 2 o'clock p. m. of that day. Said meeting was not held at the time provided in the articles of incorporation, and the board of directors and six stockholders have called and requested the call of the meeting for the above specified time and place. And notice is further given that at the same time and place there will be a special meeting of the stockholders of said corporation for the purpose of considering and, if thought proper, authorizing, empowering and directing the board of directors and proper officers of the corporation, in the name and for and in behalf and as the act and deed of the corporation, and upon and under such terms and conditions as may be thought proper by the stockholders or by said board or officers, to

First—Divide and separate the lands of the corporation, and convey such parts and portions of same as may seem proper to said board or officers, free of encumbrance or otherwise, unto the Bear River Irrigation and Ogden Water Works company, a corporation, or its nominees, in fee simple.

Second—Mortgage all lands retained by this company or make any written agreements or instruments by way of mortgage thereof, or as additional security for debts now or hereafter owing by this corporation to any person or persons whomsoever, whether such debts are now evidenced by notes, mortgages or writings, or not.

Third—Dividing among and conveying to the stockholders of this corporation in segregated and divided parcels, portions of or all the lands retained and held by this company upon and after such conveyance to said Bear River Irrigation and Ogden Water Works company, or its nominees, subject or not subject, pro rata, to any and all liens thereupon; the division to be made on a listing of the lands to be made by or under the direction of the board. J. K. FOWLER, Secretary.

DELINQUENT NOTICE.

DELINQUENT NOTICE—THE JONES Mining company; principal place of business, Salt Lake City, state of Utah. Notice—There are delinquent upon the following described shares of stock of said corporation, on account of an assessment on the capital stock thereof, levied on the 16th day of January, 1897, the several amounts set opposite the names of the respective shareholders, to-wit:

	No. Cert.	Shares.	Am't.
John E. Barnard	77	10,000	$2 50
John E. Barnard	78	10,000	2 50
John E. Barnard	79	10,000	2 50
John E. Barnard	80	10,000	2 50
John E. Barnard	81	10,000	2 50
John E. Barnard	82	5,000	1 25
John E. Barnard	83	5,000	1 25

And in accordance with the law and an order of the board of directors of said company on said 16th day of January, 1897, so many shares of each parcel of the above mentioned stock as may be necessary will be sold by me at public auction at the office of said corporation, 161 South Seventh West street, Salt Lake City, Utah, March 17, 1897, to pay such delinquent assessment and the cost of advertising and the expense of sale.

THOMAS MILLER, President.

DELINQUENT NOTICE — LUCKY BILL MINING COMPANY.

NOTICE—THERE ARE DELINQUENT upon the following described stock on account of assessment No. 21 of one and one-half cents per share, levied on the 20th day of January, 1897, the several amounts set opposite the names of the respective shareholders as follows:

Name.	No.	No. Cert.	Shares.	Am't.
Evans, S. D.	128a	100		$1 50
Hurst, J. M.	156	1,221½		20 60
Stephens, George H.	81a	250		3 75
Rasband, Charles	162	100		1 50
Witt, John	unissued	13		20
Walker, Thomas	198a	9		13

And in accordance with law and an order of the board of directors made on the 20th day of January, 1897, so many shares of each parcel of such stock as may be necessary, will be sold at the office of the company, room No. 1, Hooper & Eldredge block, 49 South Main street, Salt Lake City, on the 13th day of March, at the hour of 11 a. m. to pay the delinquent assessment, together with cost of advertising and expense of sale.

G. A. GIBBS,
Secretary of the Lucky Bill Mining Company.
Salt Lake City, February 24, 1897.

SHERIFF'S SALE.

SHERIFF'S SALE.—BY VIRTUE OF an execution to me directed from the Third judicial district court, county of Salt Lake, state of Utah, in favor of Tenth Ward Lumber and Building association, and against Brigham S. Young, to satisfy a judgment of $1,681.38, $25.50 and costs, I have levied upon the following named property, to-wit: Lot three (3) in block twenty-two (22), plat "J," Salt Lake City survey. Also lot one (1) in block twenty-three (23), plat "J," Salt Lake City survey, as the property of Brigham S. Young, and will expose the same for sale, or so much as will satisfy plaintiff's demand, to-wit, $1,681.38 and $25.50 costs, at the west front door of the county court house, in Salt Lake City, Utah, on the 6th day of March, A. D. 1897, S:le to commence at 12 o'clock noon. Terms cash.

THOMAS P. LEWIS,
Sheriff Salt Lake County.
BOMAN CANNON, Deputy Sheriff.
February 11th, A. D. 1897.
A. B. SAWYER, Attorney for Plaintiff.

NOTICE.

TO THE STOCKHOLDERS OF THE Bullion-Beck and Champion Mining companies, a corporation.—You are hereby notified that the regular annual meeting of the stockholders of said corporation will be held at the office of the company, room 405 McCornick Bank building, Salt Lake City, Utah, on Monday, the first day of March proximo, at the hour of 3 p. m., for the purpose of electing officers for the ensuing year, and for the transaction of such other business as may properly come before the meeting. By order of the board of directors.

W. J. BEATIE, Secretary.
Salt Lake City, February 5, 1897.

NOTICE TO BIDDERS.

IN ACCORDANCE WITH THE LAW, (former bids having been very incomplete), the Salt Lake county auditor will receive sealed bids up to 12 o'clock noon, 6th day of March, 1897, for all supplies to be used by different departments of the county during the year 1897, including: Document receipt books; abstract records; printed records (2 forms); printed records (3 forms); flat opening record books, canvas cover, leather corners; register of actions; minute books; judgment records; defendant index; return sales and executions; 4 quarto records; attorney receipt books; printed marriage records; probate records; index books. Records are to be bound in full Russia, circuit "bub bands," paper to be Byron Weston, 80 pounds medium ledger "Ws." Prices to be given on records, ruled and printed and on ruled only. All supplies to be furnished as called for and a bond for the faithful performance of contract in such sums as the board may determine will be required of the successful bidder. The county reserves the right to reject any and all bids. For details and full particulars each bidder will be expected to consult with the county officers for whom work and materials are to be furnished. Samples of all paper to be used must be filed with each bid, and the board of county commissioners will not be responsible for any lack of understanding on the part of the bidder.

MARGARET A. CAINE,
County Auditor.

NOTICE OF SALE UNDER TRUST DEED.

NOTICE OF SALE UNDER TRUST Deed.—Notice is hereby given by the undersigned, Elias A. Smith, as trustee, named in a certain deed of trust, wherein Joseph Crosby and Emily M. Crosby, of Salt Lake City, Utah, are first parties, and said Elias A. Smith of the same place is second party, and Zion's Benefit Building Society, a corporation, is third party and beneficiary, dated November 16, 1892, and recorded in the records of the county recorder of Salt Lake county, in book 2 J of mortgages, pages 346 to 349, reference to which is hereby made, and the same is made a part hereof. And by said deed said first parties conveyed to said Elias A. Smith, trustee, the personal and real property hereinafter described, in trust, to secure payment of a certain promissory note or agreement for fifteen hundred dollars, of even date with said trust deed and referred to therein, and to secure agreements contained in said deed to be performed by said first parties, to-wit: The payment of said $1,500.00 with interest as provided in said note or agreement, said $1,500.00 to become due upon default in any of the conditions of said trust deed, and also the monthly dues on fifteen shares of the ninth series of the capital stock of the said Zion's Benefit Building Society, as provided for under the by-laws of said society, and also to pay the fines on said stock that might accrue as provided in said by-laws, and to secure the taxes and assessments on said real property during the existence of said trust deed; all of which obligations said first parties agreed by said trust deed to pay, and to secure other obligations contained in said trust deed. The property so conveyed in trust is described as follows, to-wit: Fifteen shares of the ninth series of the capital stock of Zion's Benefit Building Society, which stock stands in the name of said Joseph Crosby, and the following described real estate, to-wit: Commencing at the southwest corner of lot three in block one hundred and eight, plat "D," Salt Lake City survey, running thence north two and one-half rods, thence east ten rods, thence south two and a half rods, thence west ten rods to beginning, situate in Salt Lake City, Salt Lake county, state of Utah. And it is further provided in said trust deed that in case default be made in the payment of said note or agreement or any part thereof, or of the interest thereon, or the said fines or dues on said stock, or any part thereof, as the same become due and payable, or of the taxes assessed on said real property, or in case of the breach of any other covenant contained in said trust deed, the said party of the second part may proceed to sell the said above described property or any part thereof at public vendue to the highest bidder for cash, (either of the parties hereto being at liberty to become purchaser at said sale) at the front door of any building then used as the county court house in Salt Lake City, first giving twenty days public notice of the time, terms and place of sale, by advertisement in some newspaper printed in the English language and published in Salt Lake City, Utah, and upon said sale, to execute and deliver a deed or deeds in fee simple of the property sold, to the purchaser or purchasers thereof, a recital wherein of the request of the holder of said note or agreement that he should proceed to sell, and the publication of said notice, shall be evidence in all courts of law or equity, and be full and sufficient proof thereof, and out of the proceeds of sale pay the expenses of said trust, including a reasonable attorney's fee and compensation to said trustee and said obligations secured by said trust deed. And, whereas, default has been made by said first parties in the payment of the principal and interest on said note or agreement, the same being long since due and unpaid, and the dues and fines on said stock as provided in said agreement, and in the payment of the taxes on said real property for the years 1894 and 1895. And, whereas, said Zion's Benefit Building Society is the owner and holder of said note or agreement and trust deed, and has notified said second party of said defaults, and commanded him to sell said property in accordance with said trust deed. Now, therefore, notice is hereby given that I, the undersigned trustee aforesaid, at the request of said Zion's Benefit Building Society, and under and by virtue of the power and authority in me vested by said deed of trust, will on Tuesday, the second day of March, 1897, at the hour of 12 o'clock, noon, of said day, sell the above described personal and real property, and all right, title, benefit and equity of redemption of said Joseph Crosby and Emily M. Crosby, his wife, their heirs and assigns, of, in and to said property, both real and personal, for the highest and best price that the same will bring in cash, at the west front door of the county court house in Salt Lake City, situated on State street between Fourth and Fifth South streets, Salt Lake City, state of Utah, for the purpose of paying said indebtedness, and all costs and expenses of executing said trust.

ELIAS A. SMITH, Trustee.
O. W. Moyle, Attorney for Trustee.

TRUSTEE'S SALE.

NOTICE OF SALE UNDER DEED OF Trust.—Notice is hereby given by the undersigned, James T. Little, trustee, named in a certain deed of trust, wherein Thomas R. Parry and Della May Parry, his wife, of the city and county of Salt Lake and state of Utah, are first parties, James T. Little of Salt Lake City, Utah, is second party, and The Deseret Savings bank, a corporation of Utah, is third party or beneficiary, dated the 22nd day of December, 1892, and executed and delivered on the 15th day of January, 1894, and duly recorded on the 28th day of February, 1894, in the office of the county recorder of Salt Lake county, territory (now state) of Utah, in book "3-R" of mortgages, at page 286, reference to which is hereby made, whereby the said first parties conveyed to said James T. Little, trustee, said second party, all the real estate hereinafter described, in trust, to secure the payment of a certain promissory note of the same date, for the sum of $1,075.00, payable to the order of The Deseret Savings bank one year after date, with interest on said sum at the rate of one per cent per month from date until paid, payable quarter yearly, which said note was made, executed and delivered by said first parties for value received, to said The Deseret Savings bank, said third party; and by said deed it was provided that if default should be made in the payment of the principal of said note or any part thereof, or the interest that might accrue thereon, as the same became due and payable, that the undersigned, said James T. Little, trustee, said second party, might 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, no part of the principal sum due on said note has been paid, and no part of the interest due thereon has been paid, except the interest due thereon down to the 18th day of January, 1894; and, whereas, said principal sum and the interest due thereon from the 18th day of January, 1894, at the rate of one per cent per month until paid, has long since been due and payable, and now remains unpaid, and the said The Deseret Savings Bank, the legal owner and holder of said note, has notified me of said non-payment of said principal sum, and of said non-payment of said interest, due and payable as aforesaid, and has requested me to sell said real estate in accordance with the provisions of said deed of trust, to pay said principal sum due on said note as aforesaid, and the interest accrued thereon, and the costs of this sale, including compensation to said trustee, and $100.00 attorney's fees, as provided by said deed of trust. Now, therefore, on Thursday, the 4th day of March, A. D. 1897, at the hour of 12 o'clock m., of said day, at the banking house of said The Deseret Savings Bank, corner of First South and Main streets, in Salt Lake City, Utah, for the purposes aforesaid, and at public vendue, I shall sell to the highest bidder, for cash, all of the right, title and interest that said Thomas R. Parry and Della May Parry, his wife, or either of them, had at the time of the execution of said deed of trust, or have since acquired of, in and to that certain tract of real estate situate in the city and county of Salt Lake, and state of Utah, bounded and described as follows, to-wit: All of lot six (6), in block five (5), plat "J," Salt Lake City survey.

JAMES T. LITTLE, Trustee.
Date of first publication, February 6th, 1897.
Moyle, Zane & Costigan, Attorneys for Trustee.

TRUSTEE'S SALE—NOTICE OF SALE under deed of trust. Notice is hereby given by the undersigned, James T. Little, trustee, named in a certain deed of trust wherein Josephine Young, of the city and county of Salt Lake and state of Utah, is first party, James T. Little, of Salt Lake City, Utah, is second party, and The Deseret Savings Bank, a corporation of Utah, is third party, or beneficiary, dated April 23rd, 1894, and executed and delivered on the 18th day of May, 1894, and duly recorded on the 11th day of May, 1894, in the office of the county recorder of Salt Lake county, territory (now state) of Utah, in book "3 L" of mortgages, at page 628, reference to which is hereby made, whereby the said first party conveyed to said James T. Little, trustee, said second party, all the real estate hereinafter described, in trust, to secure the payment of a certain promissory note of the same date, for the sum of $2,500.00, payable to the order of The Deseret Savings Bank, one year after date, with interest on said sum at the rate of ten per cent per annum from date until paid, payable quarterly, which said note was made, executed and delivered by said first party, for value received, to The Deseret Savings Bank, said third party, and by said deed it was provided that if default should be made in the payment of the principal of said note or any part thereof, or the interest that might accrue thereon, or any part thereof, as the same became due and payable, that the undersigned, said James T. Little, trustee, said second party, might 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, no part of the principal sum, due on said note has been paid, except the sum of $250.00, paid October 21, 1896, and no part of the interest due thereon has been paid, except the interest due thereon down to the 23rd day of February, 1895; and, whereas, said balance of said principal sum, to-wit, $2,250.00, and the interest due thereon from the 23rd day of February, 1896, at the rate of ten per cent per annum, until paid, has long since been due and payable, and now remains unpaid, and the said The Deseret Savings Bank, the legal owner and holder of said note, has notified me of said non-payment of said principal sum, and of said non-payment of said interest, due and payable as aforesaid, and has requested me to sell said real estate in accordance with the provisions of said deed of trust, to pay said principal sum due on said note as aforesaid, and the interest accrued thereon, and the costs of this sale, including compensation to said trustee, and $100.00 attorney's fees, as provided by said deed of trust. Now, therefore, on Thursday, the 4th day of March, A. D. 1897, at the hour of 12 o'clock m., of said day, at the banking house of said The Deseret Savings Bank, corner of First South and Main streets, in Salt Lake City, Utah, for the purposes aforesaid, and at public vendue, I shall sell to the highest bidder, for cash, all of the right, title and interest that said Thomas R. Parry and Della May Parry, his wife, or either of them, had at the time of the execution of said deed of trust, or have since acquired of, in and to that certain tract of real estate situate in the city and county of Salt Lake, and state of Utah, bounded and described as follows, to-wit: All of lot six (6), in block five (5), plat "J," Salt Lake City survey.

JAMES T. LITTLE, Trustee.
Date of first publication, February 6th, 1897.
Moyle, Zane & Costigan, Attorneys for Trustee.

TRUSTEE'S SALE—NOTICE OF SALE under deed of trust. Notice is hereby given by the undersigned, H. S. Young, trustee, named in a certain deed of trust wherein Heber J. Sears and Belle F. Sears, his wife, of Ogden City, county of Weber, and state of Utah, are first parties, H. S. Young, of Salt Lake City, Utah, is second party, and The Deseret Savings Bank, a corporation of Utah, is third party or beneficiary, dated September 15th, 1892, and executed and delivered on the 4th day of December, 1892, and duly recorded on the 12th day of December, 1893, in the office of the county recorder of Weber county, territory (now state), of Utah, in book "Z" of mortgages, at page 279, reference to which is hereby made, whereby the said first parties conveyed to said H. S. Young, trustee, said second party, all the real estate hereinafter described, in trust, to secure the payment of a certain promissory note of the same date, for the sum of $3,100.00, payable to the order of The Deseret Savings Bank, nine months after date, with interest on said sum at the rate of one per cent per month from date until paid, payable quarter-yearly, which said note was made, executed and delivered by said first parties, for value received, to said The Deseret Savings Bank, said third party; and by said deed it was provided that if default should be made in the payment of the principal of said note or any part thereof, or the interest that might accrue thereon, or any part thereof, as the same became due and payable, that the undersigned, said H. S. Young, trustee, said second party, might 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, no part of the principal sum due on said note has been paid, and no part of the interest due thereon has been paid, except the interest due thereon down to the 18th day of January, 1894; and, whereas, said principal sum and the interest due thereon from the 18th day of January, 1894, at the rate of one per cent per month until paid, has long since been due and payable, and now remains unpaid, and the said The Deseret Savings Bank, the legal owner and holder of said note, has notified me of said non-payment of said principal sum, and of said non-payment of said interest, due and payable as aforesaid, and has requested me to sell said real estate in accordance with the provisions of said deed of trust, to pay said principal sum due on said note as aforesaid, and the interest accrued thereon, and the costs of this sale, including compensation to said trustee, and $100.00 attorney's fees, as provided by said deed of trust. Now, therefore, on Thursday, the 4th day of March, A. D. 1897, at the hour of 12 o'clock m., of said day, at the banking house of said The Deseret Savings Bank, corner of First South and Main streets, in Salt Lake City, Utah, for the purposes aforesaid, and at public vendue, I shall sell to the highest bidder, for cash, all of the right, title and interest that said Thomas R. Parry and Della May Parry, his wife, or either of them, had at the time of the execution of said deed of trust, or have since acquired of, in and to that certain tract of real estate situate in the city and county of Salt Lake, and state of Utah, bounded and described as follows, to-wit: All of lot six (6), in block five (5), plat "J," Salt Lake City survey.

JAMES T. LITTLE, Trustee.
Date of first publication, February 6th, 1897.
Moyle,