CROOKED OVERLAND JACK.

He Had Considerable Fun With a Party of Sharp New Yorkers.

The following bit of wild western romance, with a dash of local interest, was published by the New York Sun. The statement that John W. Young was fleeced in this city by the hero of the yarn, is pure fabrication:

"I don't know how far local pride may color the judgment," said the gray-haired, young-looking man, "but I am satisfied that very few New Yorkers would be willing to admit that an all-'round sport could come here from the west and clean up the town, metaphorically speaking. That is, tackle the experts of the city at their own different games and win money from one after another without losing to any of them, and finally depart after a season of riotous success with his pockets laden with spoils. Such a thing does not seem likely. Yet I remember one case in the '70's, when just that thing was done by one of the best known gamblers in the United States. 'Overland Jack' was the name by which he was usually called, but his real name was John McCormick. He cut a very wide swath when he first came to New York, but he made a good many friends here, too, not only among the sporting fraternity, but among actors and men about town generally.

"The fact of his having a goodly number of friends was manifest when he came to die afterward in Chicago. He knew, toward the last, that his death was near, but, instead of weakening, he recalled the incidents of his career with the utmost satisfaction and declared that he had no regrets for the way he had spent his life; but, on the contrary, considered that he had done excellently well with it. As a token of his feelings, he expressed the wish that his friends should go to his funeral, not with religious ceremonies, but with champagne galore, and that in place of praying for his future, they should drink to his memory over his open grave.

"It was just such a crowd as he would have selected that went to his grave and carried out his wishes. Tony Pastor, Jack Studley, Pat Sheedy, Johnny Blaisdell, Mike McDonald, and many others were there. There were enough, at all events, to get away with five baskets of wine before the grave was filled in, and the empty bottles were thrown in on the coffin. It was a memorable occasion, even for Chicago, and it occurred only a few years ago. Six or seven years, if I remember right.

"The time I speak of, however, was before he was known on this side of the continent, excepting by reputation. Overland Jack, the sport, came from San Francisco. Where John McCormick, the man, came from originally, no one seemed to know. The first that could be definitely stated was that he was a private in a California cavalry regiment at the time of the civil war. He never rose from the ranks, but he was always well supplied with money, even when on duty, for he was far and away the best poker player in the regiment. After the war he never did anything but gamble for a living.

"He was a quiet man, who was so uncommunicative about himself that his best friends could not even say with certainty whether he was a well educated man or not, but he was always smiling and extremely pleasant in his manner. It was said of him that he was never known to be angry, but I have heard this disputed. Certainly he had no reputation as a fighter, though he took his life in his hands often enough in his play, for he was, beyond question, a crook, which makes the fact of his having so many friends all the more remarkable.

"He became well known on the Pacific coast soon after the war, but it was not until '73 or '74 that he started east, and then he didn't come straight through, but stopped at various places. The first I heard of him was at Salt Lake City, where he had a notable adventure. I heard the story from a man who stood in with him in his faro game and helped him to get away with considerable Mormon capital. He traveled with a faro outfit and dealt a brace game always. Of course he had to be skilful to do that, but he was particularly skilful. When he reached Salt Lake he put up at the Townsend House and set up his faro layout in his room, running the game quietly enough to arouse no antagonism on the part of the landlord, but managing, with the aid of an informant, who was an actor, then playing in Brigham Young's theatre, to rope in several of the wildest sports in the city.

"Among others, Brigham Young's son, John Young, was informed of the chance to play, and, being eager to do so, was accommodated to the tune of $700 or $800 the first night. The actor went with him and played with him, and was a loser to a less amount. He was, therefore, in a proper position to urge Young to try it the second night that they might both get even. Overland Jack, however, let nobody get even when he was manipulating the box, and Young lost about $3,000 the second night. He was not a good loser, as was shown long afterward when he came to Chicago and killed a man there in a quarrel in a gambling house—a matter, by the way, for which he was never tried—and he was furious at his losses this time. Overland Jack was shrewd enough to foresee trouble, and that night he packed his faro layout in the trunk of his friend the actor and early in the morning started out for a walk. The walk was a long one, and not caring about walking back, he took a way train at the next station, and after changing cars once or twice was well on his way to Laramie before John Young went back to the Townsend House with a police force large enough to take in four faro banks and all their attendants.

"The actor tarried in Salt Lake for a discreet interval and then went to Laramie himself. For some reason it was not thought wise to deal faro there and they lay around idle till they got a chance to play together in a pretty heavy poker game that was going on. They had not spoken to each other there until they met at the table, and supposed no one in the place knew that they were acquainted, so the chance seemed a good one to play in the way they had arranged, which was for Overland Jack to do the dealing and the other man to hold the cards. Among the other players was a rich plainsman who had come to town for a racket and was having it to his complete satisfaction. He was not a particularly good player and the game looked like a good thing.

"It came Overland Jack's deal and his confederate looked confidently at his cards, expecting to find winners, but instead he found nothing at all. Overland Jack had seen what he had not—that the landlord of the hotel, who was in the room, but was not in the game, was watching the actor's play, as if he had an inkling of the truth. Instantly changing his plan, he dealt himself the hand he had stacked for the actor, which was four aces, while he gave the plainsman his four kings as he had intended.

"There was the raise before the draw and after it, and the pile on the table grew rapidly, while the other players dropped out, and the two hands were being played for all they were worth. Overland Jack's nerve was perfectly good, and he was playing for the other man's pile, when he heard a click under the table, just as the plainsman raised him $500. Without an instant's hesitation, and without the slightest change of expression, he exclaimed, 'That's good,' and threw his four aces into the discard pile. Neither did he show any emotion of any kind as he saw the plainsman, with a look of considerable surprise, rake in the pile. He had cold feet soon after, however, as did the actor also, and they left the room and went straight to the bar.

"While they were chewing their whisky the landlord and the plainsman came in together, and Overland Jack instantly called to them both to come over and have a drink. They came, and the plainsman put out his hand, laughing.

"'You are a good one,' he said. 'What did you throw down four aces for?'

"'My friend,' said Overland Jack, 'when you have played cards as much as I have you will know that there are times when four aces are not worth four cents. And when you have been through what I have you will know that it is damned foolish to pull the second gun. When you hear a click, and your own gun is not out, it is time to quit the game.'

"'Well, you are a good one,' said the plainsman again and they all drank.

"At that time the old Morton house was the center of a good deal of the excitement of various kinds that was going on in the city, and it was natural enough that Overland Jack should put up there when he arrived in New York. He did so, and looked around quietly enough for a few days without making himself known. It was not hard for him to strike a hotel acquaintance with Jim Morton, who was then running the house alone, after Ryan's death, and it was not long before Overland Jack managed to be in the room as a spectator when there was a tolerably stiff game of poker going on. He hadn't been invited to play, and he was not making proposals. He was simply awaiting his chance, and it came suddenly.

"Morton was in the game. So was Shed Shook, and so were the late General Owens, Ed Gilman and a senator from Albany, who spent considerable time in the city. They were betting pretty well and playing table stakes. Morton was called away by a summons from the office, and, not caring to quit the game, he looked around for somebody to take his hand while he should go down stairs for a few minutes. It happened that he saw Overland Jack first among the lookers-on, and he asked him if he would keep the seat warm for him.

"Naturally, Overland Jack didn't refuse, but as he sat down he said: 'If you want me to play for you, you'd better leave me some more money, for I shall play your cards for all they are worth.'

"Morton had $200 or $300 on the table at the time, but he didn't hesitate an instant. Putting his hand in his pocket he pulled out a roll and tossed it down in front of Overland Jack, who did not even count it, but nodded and shoved the money all together and waited for his cards. He never made any charge afterward that anybody was trying to play tricks in that game, but he did say that he was satisfied in his own mind that a certain man in that party was going to hold four deuces the next time it came to Overland Jack's deal. It was a jack pot and the deuce man opened it for $50. The others came in and Overland Jack raised it $50. The deuce man raised it $50 more and all stayed.

"On the draw the deuce man called for one, the next man stood pat on a flush, the next drew two cards and didn't fill, the next drew to two pairs and didn't better, and the dealer took three. The opener proceeded to make merry at his expense. 'You raised it on a pair, eh!' he exclaimed. 'Well, you have a nerve, to be sure. Do they play that kind of poker where you came from? If they do you have come to a good place to learn the game. Why, I have you beaten without a struggle.' And he shoved $100 into the pot.

"'Yes,' said Overland Jack, cooly. 'I opened it on a pair of queens,' and he turned them over, while he let the three he had drawn lie where they had fallen, without looking at them himself. 'A pair of queens is a good hand to draw to,' he continued, speaking with calm indifference to the open amusement of all the others. 'There are more queens in the pack, I suppose, and I may get some of them.'

"'Yes, you may,' said the opener, with a sneer. 'You may get struck by lightning, but I'm not looking for it to happen this evening.'

"The flush man stayed, and the next two dropped out. Then Overland Jack saw the hundred and raised it a hundred, still without looking at his cards.

"The opener skinned through his hand to make sure that he still had all his deuces, and then said with paternal severity: 'Young man, I'm sorry for you, but you certainly ought to be taught something of the rudiments of this game. If you are determined to bet, I'll give you a chance. I'll see your hundred and raise you two hundred and fifty.'

"It was too rich for the man with a flush, and he threw down his cards. Then it was Overland Jack's turn. He pretended to be greatly provoked, and said hotly: 'I may be a younger man than you are, sir, but where I came from we call two queens, with a chance for two more, good for a small bet anyhow. So I'll just cover your two-fifty, and bet you the balance of the pile.' And he shoved the whole of Morton's money to the center of the table, still without counting it.

"The others were astonished, but he had made the play and there was only the opener to talk to. He counted the money. It was eleven hundred and odd dollars. Then he counted his own. He had only five hundred with him and he began to sputter.

"'If you'll take a check,' he began, but Overland Jack stopped him.

"'No checks,' he said, excitedly. 'This is table stakes.'

"'Well, if you'll wait till I go down stairs and'—

"'Oh, yes,' sneered Overland Jack. 'Go out of the room and gather up four of a kind, I suppose.'

"And there was more talk that resulted in the opener getting angry for fair play and calling the bet for the amount of his pile. He slammed down his four deuces as he did so and exclaimed: 'There! Is that good, or do you think you have drawn the other two queens?'

"'Well, I don't know,' drawled Overland Jack. 'Maybe I have. Let's see,' and he turned over two queens and an ace.

"Everybody else in the room saw the point, but the opener was furious. 'They're not good,' he shouted. 'You never got that hand honestly.'

"'Oh, yes, they're good,' said Overland Jack, with still more of a drawl. 'Four of a kind is good—when you get 'em out of the pack.'

"There was a shout of laughter as the opener grew purple with rage and Overland Jack raked in the pot.

"That was only one of his adventures in this city. He had a number, and naturally made a good many enemies, but, as in this case, he made more friends than foes, so that he was really a popular man, despite the fact that he was known to be a sharper.

"Crooked poker and brace faro were his favorite games, but he was also a billiard sharp, who gave pointers as well as points to the many others of that ilk who made a living around the billiard saloons in those days. One of the first places where he distinguished himself was in Chris Conner's place in Fourteenth street, where there were always gentlemen of leisure ready to play almost anybody for a small bet or a large one, provided they could settle the odds. Overland Jack always had confederates in the room ready to make side bets while he was playing, and he was pretty sure to get one or two himself in addition to the nominal stakes of the game. There was one young fellow who played in Conner's place a great deal who really played a marvelous game, and was as steady as a rock. Connor thought he couldn't be beaten if the odds were placed anywhere near right, so Overland Jack studied his play for a couple of nights and then sailed in himself.

"He acted the usual part of a fairly skilful amateur excited with the game and anxious to display his skill and win or lose his money, and managed, without trouble, to get himself picked up as a sucker by this particular fellow. Connor himself settled the odds after seeing the stranger play, and bet considerable money himself on the outside, but Overland Jack won, hands down.

"In fact, he won at everything he touched while he was here, but as a matter of course he soon became known as a first-class crook is sure to, and he was obliged after awhile to seek new pastures. So it came that the man who came and had fun with the New York sports for a season drifted away again without exciting any regrets by his departure."

IN PIONEER DAYS.

Times When Gun and Buckshot Figured Largely in Boundary Disputes.

Chicago Tribune: "Don't you come a step nearer, Mr. Wessencraft, or I'll blow your brains out! I'll serve you worse than I did your old horse!"

Ex-Judge James B. Bradwell tossed aside a batch of "copy" for the Legal News, threw back his snow-mantled head, and laughed long and loud.

"Yes," he declared, when his merriment was mastered, "that is what I told old Wessencraft out on the O'Plain river, just north of Buffalo creek, in the days when Chicago was a hamlet. And I meant it, too. Old Wessencraft was going to thrash me for knocking bunches of hair off his beautiful gray horse with buckshot, but I drew a bead on him with my flintlock. Heavens! you ought to have seen him run!"

The pioneer laughed again and again at the memory till the tears came into his eyes.

"I was a little kid just big enough to shoot," said the pioneer, dropping into the language of boyhood, "when my father and his farm neighbor got into a dispute because their land overlapped. Charles Wessencraft, whose daughter-in-law, Mrs. William Wesencraft, was at the Sherman House reunion, had a claim next south of father's, just north of Buffalo creek on the O'Plain, now the Desplaines river. The settlers had agreed to deed and redeed, according as government surveys established lines. Wessencraft's claim was found to run into my father's on the south. He wouldn't admit this, so we declared war on him and his possessions.

"According to the custom we shot every creature of his that came on our claim.

"One day Wessencraft's beautiful gray horse nibbled along in our direction until he got on our land. My father saw it.

"'Jim,' he said to me, 'go and shoot Wessencraft's horse.'

"I was in for fun at the drop of the hat, so I grabbed my flintlock musket and started for the horse. Old Wessencraft saw me and ran to catch the animal and lead it back before I could do any damage.

"'Why don't you shoot, Jim? Why don't you shoot?' bawled my father, who was looking on from a distance.

"I was too far away to do good work with the buckshot, so I hurried nearer. Finally, when Wessencraft was getting pretty close to the nag, I aimed and sent the load of buckshot against its ribs. I was still too far away to hurt the horse, but I made the fur fly in bunches.

"The horse snorted and cavorted for a moment. Then it fled at a gallop over to its master's domain.

"Now, Mr. Wessencraft was a good Methodist, the first class leader in Chicago, and a temperate and pious man, but what I had done made him furious. He came toward me with dashing eyes. I thought I was in for a drubbing, sure, when my father yelled out:

"'Protect yourself, Jim!'

"Of course, the only protection I had against a grown man was my gun. It was a question whether I could load and prime before old Wessencraft was upon me. But by hustling I did. The farmer was about 12 feet away when I drew a bead on him with the old flintlock and cried:

"'Don't you come a step nearer, Mr. Wessencraft, or I'll serve you worse than I did your old horse!'

"Wessencraft stopped, glowered at me for a moment, and then made tracks for his house, while my father jeered at him and called me a chip of the old block."

NEW JUBILEE WORDS.

Called Into Existence by the Victorian Festival.

The jubilee, says a London exchange, has called into existence so many new words and terms, and will give birth to so many more, that a jubilee dictionary becomes little less than a necessity. We have therefore much pleasure in presenting our readers with the first edition, and trust that it may fill a "long-wanted gap," as the inevitable Irishman, seeking to improve a well-worn phrase, is reputed to have said. The work may be enlarged and revised as occasion demands or opportunities occur:

Jube—A cheat; one who defrauds.
Jubed—Cheated; swindled.
Jube-jube—A jubilee sweetmeat.
Jubilate—To celebrate; to make merry.
Jubilated—Elated; flushed with loyalty; a police court charge supplanting "drunk and disorderly."
Jubilant—One who jubes or celebrates; being merry.
Jubilater—Ditto.
Jubilite—Ditto.
Jubilation—Celebration; enjoyment of jubilee festivities.
Jubilous—Suffering from too much celebration.
Jubilations—Ditto.
Jubilarity—Hilarity occasioned by the jubilee; jubilee gaiety.
Jobilicit—A kind of jubilee confetti.
Jubility—A state of nervous weakness brought about by jubilee excitement.
Jubilated—Weakened or enfeebled by jubilee excitement.
Jubilicant—One who asks for jubilee alms; a jubilee supplicant.
Jubilicate—To request; to cheat; to defraud.

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Cost over $100,000 to publish. Contains nearly 200 full-page engravings of our Savior, by the great masters. Every picture is reproduced from some famous painting. Agents are taking from three to twenty orders per day. The book is so beautiful that when people see it they want it. "First glance at the pictures brought tears to my eyes," says one. "Cleared $150 first week's work with the book," says another. "Some high grade man or woman of good church standing should secure the agency here at once," says every editor. "as $500 can soon be made taking orders for it." Also a man or women of good social position can secure position of manager of this territory, to devote all their time to employing and drilling agents and corresponding with them. Address for full particulars, A. P. T. Elder, Publisher, 278 Michigan avenue, Chicago, Ills.

Oregon Short Line & Utah Northern Railway Company.—Stockholders' Meeting

NOTICE IS HEREBY GIVEN THAT the annual meeting of the stockholders of the Oregon Short Line & Utah Northern Railway company, for the election of nine directors, and for the transaction of such other business as may legally come before the meeting, will be held at room 40, Hooper building, Salt Lake City, Utah, on Wednesday, the 17th day of March, 1897, at 10 o'clock a. m. The stock transfer books will close at the close of business Saturday, February 27, 1897, and reopen on the day following the annual meeting or any adjournment thereof.

ALEX MILLAR, Secretary.

Boston, February 18, 1897.

The above meeting is postponed until Wednesday, the 14th day of April, 1897 at 10 o'clock a. m., at the same place.

ALEX MILLAR, Secretary.

Dated March 17, 1897.

The above meeting is postponed until Friday, the 14th day of May, 1897, at 10 o'clock a. m., at the same place.

ALEX MILLAR, Secretary.

Dated April 14, 1897.

The above meeting is postponed until Tuesday, the 15th day of June, 1897, at 10 o'clock a. m., at the same place.

ALEX MILLAR, Secretary.

Dated May 14, 1897.

The above meeting is postponed until Wednesday, July 14th, 1897, at 10 o'clock a. m. at the same place.

ALEX MILLAR, Secretary.

Dated June 15th, 1897.

NOTICE.

ZION'S BENEFIT BUILDING SOCIETY. The annual meeting of the stockholders of Zion's Benefit Building society will be held on Tuesday, July 13, 1897, at 8 o'clock p. m., at the Z. C. M. I. shoe factory, for the election of officers for the ensuing year, the presentation of the financial report and the transaction of such other business as may lawfully come before the meeting.

EDGAR HOWE, Secretary.

Salt Lake City, June 22, 1897.

DELINQUENT ASSESSMENT NOTICE.

NOTICE: LUCKY BILL MINING company; principal place of business Park City, Utah. Location of mine, Snake Creek mining district, Wasatch county, Utah. Notice—There are delinquent upon the following described stock, on account of an assessment No. 25 of one and one-fourth (1¼) cents per share, levied on the 11th day of May, A. D. 1897, the several amounts set opposite the names of the respective shareholders, as follows:

Names.	No. of Cert.	No. of Shares.	Amt. Due.
Austin, D., Jr., trustee	225a	150	$ 1 87
Felt, John G.	150a	2400	30 00
Hugnie, H. S.	222a	1000	12 50
Mayers, Albert	225a	500	6 25
Roberts, Fred	2a	949	11 86
Stephens, George H.	223a	125	1 56
Snedden, James	140a	500	6 25
Sprenger, B.	230a	500	6 25
Sprenger, B.	249a	500	6 25
Voigt, Fred	561	400	5 00
Voigt, Fred	154a	300	3 75
Sullivan, Pat	229a	74	92

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

G. A. GIBBS,
Secretary of the Lucky Bill Mining Co.
Salt Lake City, Utah, June 15, 1897.

NOTICE OF SALE OF COUNTY BONDS.

IN ACCORDANCE WITH A RESOLUTION adopted by the board of county commissioners of Salt Lake county, Utah, at a regular meeting thereof held June 1, 1897, and a further resolution adopted by said board at a regular meeting thereof held June 29, 1897, notice is hereby given that sealed bids will be received at the county auditor's office, room 54, joint city and county building, Salt Lake City, Utah, up to 12 o'clock, noon, Thursday, the 22nd day of July, 1897, for the purchase of one hundred and twenty funding, negotiable coupon bonds of the denomination of one thousand dollars each, bearing the date of July 1, 1897, payable twenty years after date, or at any time before that date and after ten years after date, at the pleasure of said county, in lawful money of the United States, with interest at the rate of five per cent per annum, payable semi-annually, at the office of the county treasurer of said county, in Salt Lake City, Utah, the same being the second issue of bonds by Salt Lake county, and issued under the provisions of sub-division 14 of section 21 of an Act of the Legislature of the State of Utah, entitled, "An Act to Establish a Uniform System of County Government," approved April 14, 1896, and also an act of said legislature entitled, "An Act Permitting Counties, Cities, Towns, School Boards and School Districts to Fund the Floating Indebtedness existing at the time Utah was admitted as a State," which took effect March 6, 1897. Bids will be considered for the whole or any part of said issue. The board of county commissioners reserves the right to reject any and all bids and to consider any proposal that may be for the best interests of said county. Bidders are required to be satisfied as to the legality of the issue of said bonds before the hour of opening bids, to-wit, 12 o'clock, noon, Thursday, the 22nd day of July, 1897, at which time the same will be opened by the county clerk in the presence of the board of county commissioners. Each bid must be accompanied by a certified check on a national bank of Salt Lake City, Utah, for five per cent of the amount of such bid, to be forfeited to said Salt Lake county as liquidated damages in case the successful bidder shall fail to carry out his contract; and all bids to be sealed and addressed to the Board of County Commissioners of Salt Lake County, Utah.

MARGARET A. CAINE,
County Auditor, Salt Lake County.

SUMMONS.

IN THE DISTRICT COURT OF THE Third Judicial district of the state of Utah, county of Salt Lake.—Leon B. Goldberg, plaintiff, vs. Samuel B. Goldberg, Hyman Goldberg, Isaac Goldberg, Baruch Goldberg, otherwise known as Barry Goldberg, Joseph B. Goldberg, Faigge Goodman, Hattie Callner, Leah Levin, otherwise known as Leaoh Levin and as Leach Levin, Slatte Mowson, Minnie Goldberg, Abraham Ruef, Ella Goldberg, Esther Goldberg, Gertrude L. Goldberg, Hannah Rebecca Goldberg, and Gertrude Goldberg, defendants. Summons on amended complaint. The state of Utah sends greeting to Samuel B. Goldberg, Hyman Goldberg, Isaac Goldberg, Baruch Goldberg, otherwise known as Barry Goldberg, Joseph B. Goldberg, Faigge Goodman, Hattie Callner, Leah Levin, otherwise known as Leaoh Levin and as Leach Levin, Slatte Mowson, Minnie Goldberg, Abraham Ruef, Ella Goldberg, Esther Goldberg, Gertrude L. Goldberg, Hannah Rebecca Goldberg and Gertrude Goldberg, 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 state of Utah, and to answer the amended 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 20 days; otherwise within 40 days—or judgment by default will be taken against you, according to the prayer of said amended complaint. The said action is brought to have a decree of this court for the partition of the real property hereinafter described according to the respective rights of the parties entitled thereto; or if a partition cannot be had without material injury to those rights, then for a sale of said premises and a division of the proceeds between the parties according to their respective rights; that on sale of said property the proceeds be applied first to the payment of the costs of this action, including reasonable counsel fees and including fees of referees and other disbursements. Second, that the defendant A. Ruef be paid out of the share of the proceeds coming to this plaintiff the amount due him on said note and mortgage for $12,000 held by said Ruef on property in Salt Lake county hereinafter described, which said mortgage is recorded in the recorder's office of Salt Lake county, state of Utah, in book "3 Z" of mortgages, pages 512-513; that the residue be paid to the several owners in proportion to their respective interests; and for general relief. Said property being described as follows: A part of lot 3, in block 86, plat A, Salt Lake City survey, commencing at a point 5 rods west from the southeast corner of said lot 3, running thence west 39 feet, thence north 198 feet, thence east 39 feet, thence south 198 feet to the place of beginning, situate in the county of Salt Lake, state of Utah. Also a part of lot 4, in block 57, plat A, Salt Lake City survey, commencing 21 5-10 feet south from the northwest corner of said lot 4, thence south 90 5-10 feet, thence east 330 feet, thence north 90½ feet, thence west 330 feet to the place of beginning, situate in Salt Lake county, state of Utah. Also a certain lease made November 1, 1893, by the executors and trustees of the will of Brigham Young to Mary Goldberg for 20 years on the following described real estate in Salt Lake City and county, state of Utah, to-wit: Commencing at a point 74 feet east of the northeast corner of Commercial street in Salt Lake City, thence south 75 feet, thence east 14¼ feet, thence north 75 feet, thence west 14¼ feet to the place of beginning, together with all rights and privileges held in said lease, which is of record in Book "F" of Liens and Leases, page 412, of the records of Salt Lake county, Utah. Also parts of lots 5 and 6 of block 11, plat "A," Ogden City survey, in Ogden, Weber county, Utah, commencing at the northwest corner of said lot 6, and running thence south 225 feet, thence east 162 feet, thence north 99 feet, thence west 38½ feet, thence north 10 rods, thence west 5 rods to the place of beginning. And you are hereby notified that if you fail to appear and answer the said amended complaint as above required, the said plaintiff will apply to the court for the relief demanded therein.

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 12th day of June in the year of our Lord one thousand eight hundred and ninety-seven.

DAVID C. DUNBAR, Clerk.
By C. B. FELT, Deputy Clerk.

DELINQUENT ASSESSMENT NOTICE.

THE UNDINE MINING COMPANY.—Location of mines, Tintic mining district, Juab county, Utah. Principal place of business, Provo, Utah. There are delinquent upon the following described stock on account of assessment No. 2, of three-quarters of a cent per share, levied upon the capital stock on May 26th, 1897, the several amounts set opposite the names of the respective shareholders as follows:

Name.	Certificate.	No. of Shares.	Am't.
Josiah Beck	6	500	$ 3.75
Josiah Beck	78	51	.38
W. R. Pike	7	2,000	15.00
W. R. Pike	8	1,000	7.50
W. R. Pike	9	2,000	15.00
W. R. Pike	68	515	3.86
C. R. Aley	12	2,000	15.00
C. R. Aley	14	3,000	22.50
C. R. Aley	69	515	3.86
S. J. Jones	19	1,000	7.50
S. J. Jones	75	102	.76
E. Jones	64	1,102	8.26
A. J. Atkin	65	1,102	8.26
F. H. Peyton	67	1,102	8.26
W. M. Moss	74	595	4.46
A. M. Jones	79	1,102	8.26

And in accordance with law and the order of the board of directors made on the 20th day of May, 1897, so much of each parcel of said stock as may be necessary, will be sold at the office of the secretary of the company, in the Home Fire insurance building, No. 26 Main street, Salt Lake City, Utah, at the hour of 12 o'clock, noon, on the 17th day of July, 1897, to pay said delinquent assessment, together with costs of advertising and expense of sale.

JOSEPH GEOGHEGAN,
Secretary.
Salt Lake City, Utah, June 24, 1897.

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 J. W. Townsend, deceased.—Order to show cause why order of sale of real estate should not be made.—Arnold G. Gilaque, the administrator of the estate of J. W. Townsend, deceased, having filed his petition herein, duly verified, praying for an order of sale of all of the real estate of said decedent, for the purposes therein set forth, it is therefore ordered that all persons interested in the estate of said deceased appear before the said court on Saturday, the 17th day of July, A. D. 1897, at 9:30 o'clock a. m., at the court room of said court, at the county court house, in said city and county of Salt Lake, Utah, to show cause why an order should not be granted to the said administrator to sell so much of the real estate of said deceased at public sale as shall be necessary, and that a copy of this order be published at least four successive weeks in the Salt Lake Daily Herald, a newspaper printed and published in said city and county.

Witness my hand this 12th day of (seal.) June, A. D. 1897.

JACOB JOHNSON, Judge Acting.
Attest: DAVID C. DUNBAR, Clerk.
By GEO. E. BLAIR, Deputy.
Moyle, Zane & Costigan, Attorneys for administrator.

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 Walter J. Dinwoodey, deceased. Notice.—Notice is hereby given that H. M. Dinwoodey, administrator of the estate of Walter J. Dinwoodey, deceased, has rendered for settlement, and filed in said court, his final account of his administration of said estate and petition for final distribution of the residue of said estate among the persons entitled thereto, and that Saturday, the 17th day of July, A. D. 1897, at 9:30 o'clock, a. m., at the court room of said court, in the county court house, Salt Lake city and county, Utah, 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.

Dated June 12, 1897.

DAVID C. DUNBAR, Clerk.
By GEORGE E. BLAIR, Deputy Clerk.
Moyle, Zane & Costigan, Attorneys for Administrator.

TRUSTEE'S SALE.

TRUSTEE'S SALE.—Notice is hereby given that, Whereas, John O'Connor and Bridget O'Connor, his wife, by their certain deed of trust, made and executed by them on the thirteenth day of June, 1891, to Ford G. Barclay and John William Young, then delivered and duly recorded in the recorder's office in the county of Salt Lake and territory of Utah, in book "3 F" of trust deeds, paged 79-80, did grant, bargain, convey and confirm to the said Ford G. Barclay and John William Young, who are the parties of the second part in said deed, certain property situate in the county of Salt Lake, and state of Utah, known and described as follows, to-wit: Commencing at the northwest corner of lot five (5), block ninety-nine (99), plat "C," Salt Lake City survey, running thence south eleven and two-thirds (11⅔) rods; thence east ten (10) rods, thence north eleven and two-thirds (11⅔) rods, thence west ten (10) rods, to the place of beginning, which said conveyance was in trust to secure the payment of a certain promissory note in words and figures following, to-wit:

$500.

Salt Lake City, Utah, 12th June, 1891.

One year after date we promise to pay to The Pacific Investment company or bearer, five hundred and no 100 dollars, with interest at the rate of one per cent. per month from date until paid, value received. Interest payable quarter annually. Payable at the office of The Pacific Investment company, Salt Lake City, Utah.

Due June 12, '92. John O'Connor,
Bridget O'Connor.

And whereas, by endorsement thereon, payment of said note was thereafter extended until December 12th, 1892. And whereas, said promissory note, together with all interest thereon, from December 12th, 1892, at the rate of one per cent. per month until this date remains wholly due and unpaid; and whereas, it was provided in said deed of trust, among other things, "But should default be made in the payment of 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 [illegible] of the second part, or either of them, or the survivor of them, may proceed [illegible] said described property, or any part thereof, at public vendue, to the highest bidder, for cash." And whereas, the said Ford G. Barclay is now absent from the city of Salt Lake and state of Utah, and therefore unable to perform or discharge said trust: Now, therefore, I, the undersigned, John William Young, trustee as aforesaid, at the request of the payee, owner and holder of said note, and by virtue of the authority given me in said deed of trust, and in accordance with the provisions of said deed, will, on the twenty-sixth day of July, 1897, between the hours of twelve o'clock m. and three o'clock p. m., of that day, at the west front door of the joint city and county building, in the city and county of Salt Lake, state of Utah, proceed to sell and sell the above described real estate at public auction to the highest bidder for cash in hand, in order to pay said note and interest and 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, I 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 John O'Connor and Bridget O'Connor, his wife, or either of them, had, in and to the aforesaid real estate on the thirteenth day of June, 1891, and which I have and hold therein as trustee as aforesaid.

JOHN WILLIAM YOUNG, Trustee.
Marshall & Royle, Attorneys.
Salt Lake City, Utah, June 29th, 1897.

THE TETRO MINING COMPANY OF Tintic. Notice.—There are delinquent upon the following described stock on account of assessment levied on the 17th day of May, 1897, the several amounts set opposite the names of the respective shareholders as follows:

Name.	No. of Certificate.	Shares.	Assessment.
C. M. Murphy	27	250	$ 2.50
John A. Barker	73	1,000	10.00
James W. Searles	88	1,000	10.00
Charles Goodman	105	100	1.00
Frank G. Stevens	109	200	2.00
T. H. Hughes	151	250	2.50
J. H. Hughes	152	250	2.50
Ella P. Searles	206	1,000	10.00
John A. Barker	291	1,000	10.00
H. J. Hayward	292	2,000	20.00
George E. Woolley	303	500	5.00
George E. Woolley	308	1,000	10.00
John Fogue	228	100	1.00
W. L. Nicol	242	1,000	10.00
W. L. Nicol	244	1,000	10.00
W. L. Nicol	247	1,000	10.00
Mrs. W. S. McCornick	358	1,500	15.00
Albert Rube	407	500	5.00
B. Sprenger	408	500	5.00

And in accordance with the law and order of the board of directors, made on the 17th day of May, A. D., 1897, so many shares of each parcel of said stock as may be necessary will be sold at the office of the company, No. 169 South Main street, Salt Lake City, Utah, on the 16th day of July, 1897, at 2 o'clock p. m., to pay delinquent assessment, together with cost of advertising and expense of sale.

WILLIAM R. WALLACE,
Secretary Tetro Mining Company of Tintic.
Salt Lake City, Utah, June 23, 1897.

TRUSTEE'S SALE.

TRUSTEE'S SALE—NOTICE IS HEREBY given that, whereas, John O'Connor and Bridget O'Connor, his wife, by their certain deed of trust, made and executed by them on the twenty-eighth day of February, 1891, to Ford G. Barclay and John William Young, then delivered and duly recorded in the recorder's office in the county of Salt Lake and territory of Utah, in book "2 W" of mortgages, pages 261-7, did grant, bargain, convey and confirm to the said Ford G. Barclay and John William Young who were the parties of the second part in said deed, certain property situate in the county of Salt Lake and state of Utah, known and described as follows, to-wit: Commencing at a point thirteen (13) rods east from the northwest corner of lot five (5), block thirty (30), plat "B," Salt Lake City survey, thence east two (2) rods, thence south ten (10) rods, thence west two (2) rods, thence north ten (10) rods to the place of beginning, which said conveyance was in trust to secure the payment of a certain promissory note in words and figures following, to-wit:

$1,200.00.

Salt Lake City, Utah, Feb. 28, 1891.

One year after date I promise to pay to The Pacific Investment company, or bearer, twelve hundred and no/100 dollars, with interest at one per cent per month from date until paid, value received, interest payable quarter annually. Payable in gold coin or its equivalent. Payable at the office of The Pacific Investment company, Salt Lake City, Utah. Due February 28, 1892.

JOHN O'CONNOR.

And, whereas, by endorsement thereon, payment of said note was thereafter extended until February 28, 1894. And, whereas, said promissory note, together with all interest thereon, from August 28, 1894, at the rate of one per cent per month until this date, remains wholly due and unpaid. And, whereas, it was provided in said deed of trust, among other things, "But should default be made in the payment of said note or 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, may proceed to sell said described property or any part thereof at public vendue, to the highest bidder for cash." And, whereas, the said Ford G. Barclay is now absent from the city of Salt Lake and state of Utah, and therefore unable to perform or discharge said trust: Now, therefore, I, the undersigned, John William Young, trustee as aforesaid, at the request of the payee, owner and holder of said note, and by virtue of the authority given me in said deed of trust, and in accordance with the provisions of said deed, will, on the twenty-sixth day of July, 1897, between the hours of twelve o'clock m. and three o'clock p. m., of that day, at the west front door of the joint city and county building, in the city and county of Salt Lake, state of Utah, proceed to sell and sell the above described real estate at public auction to the highest bidder for cash in hand, in order to pay said note and interest and 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, I 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 John O'Connor and Bridget O'Connor, his w