STREET RAILWAY WINS

Judge Hiles Finds It May Lay Tracks on Brigham Street.

DIDN'T FORFEIT FRANCHISE

AND DIDN'T AGREE TO ABANDON IT.

The Most Said Was That the Company Didn't Intend to Build at That Time—If There Was a Moral Obligation the Courts Could Not Undertake to Enforce It.

The Salt Lake Street Railroad company has scored at least a temporary victory over the Brigham street residents who object to the extension of the line along that street. Judge Hiles yesterday handed down an opinion in the injunction suit, deciding in favor of the company.

The matter is not settled, however, as the supreme court will be called upon to make a final decision, the attorneys for the plaintiffs announcing their determination to appeal the case to the higher tribunal. Judge Hiles accordingly allowed the temporary restraining order against the company to stand until today, in order to give the attorneys for the residents an opportunity to take the necessary appeal.

The opinion is a very clear document, setting forth the essential points of law involved and relating some of the history in connection with the franchise negotiations, all of which make interesting reading.

JUDGE HILES' OPINION.

The opinion in full is as follows:

State of Utah, county of Salt Lake, ss. In the Third judicial district court. John Dern et al., plaintiff, vs. Salt Lake City Railroad company, defendant.

This suit is for an injunction to prevent the defendant from laying a street car railroad track on South Temple street, east of E street, in Salt Lake City.

The pleadings and the admissions of the parties at the trial prove that the defendant is a corporation of this state, and the plaintiffs are abutting property-owners on South Temple street, east of E street, in Salt Lake City.

That in the year 1889 the government of Salt Lake City, by ordinance, granted to the defendant a franchise to build and operate an electric street railroad, "beginning at the point of connection with the main line at the intersection of East Temple and First South streets, running thence north on East Temple street to the intersection of South Temple street, thence east on South Temple street to the Fort Douglas military reservation," the territory in dispute in this suit being included in the above description.

That by an amendatory ordinance passed April 18, 1894, the above mentioned grant was extended for 50 years from the 1st day of January, 1894, which latter grant was accepted by the defendant on the 24th of April, 1894.

The plaintiffs in their bill of complaint assert that although the ordinance of 1889 and that of 1894, which is amendatory thereof, does in terms grant a franchise to defendant to build a railroad over the disputed ground, yet, nevertheless, the defendant did in the year 1893 by express agreement with the city government declare its intention to abandon and surrender, and did surrender to the city that part of its franchise, and that such surrender was accepted by the city council, and that by reason of such surrender the defendant has now no franchise to build over the disputed territory, and also by reason of its non-use of its franchise, has lost its privileges under the grant aforesaid. And the plaintiffs further allege that the omission to have the surrender aforesaid, declared and expressed in terms in the amendatory ordinance of April 18, 1894, was made at the instance of the defendant, which represented to the city council that its financial standing and interests would be injured, if any publication were made of the fact that restrictions or limitations had been made on the grant of 1889. That had it not been for such declaration and acceptance of surrender, the extension of the defendant's franchise, in respect of time, would have been made by the city government, and that, therefore, the assertion at this time of a franchise, which has been abandoned, is a fraud which injuriously affects the property rights and interests of these plaintiffs on such street.

That the property-owners on the street, and some of these plaintiffs, protested against the extension of the defendant's franchise, in respect of time, unless it should abandon and surrender the disputed part of the street, and that their resistance would have been effectual to defeat such extension of the franchise, had the defendant not given assurances that it had surrendered its franchise over the street in question.

All these allegations of abandonment and surrender are denied by the answer.

On the question of surrender, the evidence is that there were several meetings between members of the city council and members of the board of directors of the defendant in 1893. In that year Mr. F. O. Horn, who was chairman of the committee on improvements, so called, of the city council, had several interviews with directors and officers of the defendant company, and he says he got from Mr. W. P. Read, who was then a director and superintendent of the defendant, a declaration in writing, signed by him, to the effect that the company had given that part of the street up, and would not build upon it except on the petition of the people, and that this writing was the result of a conference which Mr. Horn and the other members of his committee had theretofore had with the directors of the defendant company.

This supposed writing was not reported by Mr. Horn to the city council, and does not appear to have ever been seen or acted on by it, and was not produced at the trial, and Mr. Read denied ever having written or delivered such letter to Mr. Horn. There was a letter, however, signed by Mr. Joseph S. Wells, secretary of the defendant company, which seems to express it as the intention of the company not to build on the street under existing circumstances, and probably not for many years to come, but it does not relinquish the franchise, and it seems to decline to consider that proposition as being an unfair request on the part of Mr. Horn and his constituents. From the evidence, I can see no reason to doubt that the letter which Mr. Horn supposes he received from Mr. Read, was the Wells letter, and the evidence shows that Mr. Wells had no authority to write the letter to Mr. Horn or any letter to him on that subject, and that when it was brought to the knowledge of Mr. McCune, the president of the corporation, he refused to sanction its validity as an act of his company, and it appears from the evidence that the giving by Wells of the letter to Horn was never made known to the other directors.

The evidence shows also that Mr. Cohn, who was a member of the city council in 1894, had some interviews with members of the board of directors concerning the surrender of the franchise by the company.

No declaration of surrender, however, appears to have ever been made by the board of directors, nor does the city council appear, from the evidence, to have ever done anything towards accepting a surrender.

The members of the board of directors each and all deny that they ever told Horn or Cohn or any members of the city council of 1893 or 1894 that they had abandoned the franchise or that the company intended to do so; they assert that the most they had said upon the subject was that they did not intend to build there for the present.

On such state of the evidence the plaintiffs insist that they are entitled to an injunction perpetually restraining the defendant from building a railroad in this street. They put their demand for an injunction substantially on two grounds:

First—That there was an abandonment and surrender of the franchise by the company to the city government.

Second—That by reason of the declarations, the acts and conduct of the directors of the company, it is, as against the plaintiffs, estopped to deny that it has not surrendered its franchise over the street in question, and that it has lost its right to lay a railroad track in the street by long acquiescence, in its promise to Mr. Horn and Mr. Cohn that it would not build a track there unless by a petition of abutting property-owners.

Concerning the first ground, I decide as a matter of law that before a surrender can be asserted of a franchise such as this, the evidence must show an offer by the grantee, the street car company, by the corporate act of its board of directors to the city government to surrender the franchise, and an acceptance by the city of such offer, and if it be asserted that such action was had on the part of both the grantee and the grantor, but that the record thereof was designedly omitted from the record of the proceedings of both parties, and if fraud is assigned of such omission as being against the rights of the plaintiffs, the evidence must prove beyond a reasonable doubt that such fraud exists. In this case there is no evidence on the records of the city council, nor of the minutes of the business proceedings of the defendant corporation to show a surrender of the franchise and its acceptance by the city council, and there is not sufficient evidence to justify a finding that there was at any time an agreement between the city council and the corporation that the franchise should be surrendered, and that by any design or fraud or collusion the agreement was omitted from the amendatory ordinance of April, 1894.

In respect to the evidentiary facts which plaintiffs' counsel suppose are effectual to work an estoppel against the defendant, I find therefrom that the conduct of the directors, and the Wells letter, and the assurances given them by Mr. Horn, did have the effect to cause the abutting property-owners to discontinue their efforts to prevent the passage of the ordinance of April, 1894. But admitting that this evidence proves all that plaintiffs claim for it, the question of whether it constitutes an estoppel depends principally upon the relation of the parties. The parties to the ordinance of 1889 and the amendatory ordinance of 1894 were the city on the one part and the defendant company on the other. The thing granted on the part of the city and accepted by the defendant is the privilege of laying a railroad track in a strete of the town. The thing granted on the part o fthe city and accepted by the defendant is the privilege of laying a railroad track in a street of the town. The thing granted is an incorporeal hereditament. In it neither these plaintiffs had any right, property or estate whatsoever. It was a thing which, so far as the defendant company is concerned, is unassignable by it either in law or in equity. The defendant company could make no contract or bargain with a third person limiting its franchise in any way, which would be enforceable either at law or in equity. Therefore there are no parties to that grant, and can be none, except the city government and the defendant company. Neither of the parties plaintiff here has any privity, by estate or by contract, with the defendant in that grant.

Estoppels, whether by deed, by matter of record, or in pais, operate only between the immediate parties, and their privies, whether by blood, by estate, or by contract. A stranger who is not a party, nor a privy, can neither be bound nor aided by an estoppel.

It is not required that authorities be cited in support of these propositions. They are doctrines familiar to every well-instructed lawyer.

The question of whether there has been acquiescence is governed by the same considerations as respects parties and privies, as the question of an estoppel.

Acquiescence, considered in itself, is a negative estoppel. Mr. Pomeroy calls it a quasi estoppel. Anyway, acquiescence in the non-use of the franchise, as between these plaintiffs and the defendant, can not be pleaded or enforced in equity against the defendant's legal rights under the grant. Indeed, I believe that as between the city government and the defendant company, a non-user of the franchise would not defeat it, until the city government should take the appropriate legal action to declare a forfeiture for such non-user.

It may be that under the circumstances of this case the defendant company is under a moral obligation to these abutting property-owners not to lay its tracks on this street; that is a matter about which men might differ. A man who owes a debt against which the statute of limitations has run, is still under moral obligation to pay it. And a man who makes a verbal promise to convey lands, a promise which the statute of frauds requires to be in writing, is under a moral obligation not to repudiate his promise; but such obligations the courts can not undertake to enforce. They can enforce only legal and equitable obligations according to the rules of law and equity.

Let findings and decree be entered for the defendant.

OGDEN HILES,
District Judge.

Salt Lake City, Sept. 30, 1898.

The Royal is the highest grade baking powder known. Actual tests show it goes one-third further than any other brand.

ROYAL BAKING POWDER CO., NEW YORK.

DEMOCRATIC STATE TICKET

For Representative in Congress,
B. H. ROBERTS.
For Justice Supreme Court,
R. N. BASKIN.

DEMOCRATIC COUNTY TICKET.

For the State Senate:
ORSON F. WHITNEY,
R. K. THOMAS,
D. H. PEERY, JR.
For the House of Representatives:
B. T. LLOYD,
S. W. STEWART,
R. B. SHEPARD,
C. M. JACKSON,
HEBER BENNION,
ALBERT SPENCER,
JOHN E. HANSON,
MRS. ALICE M. HORNE,
HORACE CUMMINGS,
A. W. FOREMAN.
For County Commissioners:
FRANCIS ARMSTRONG,
J. S. RAWLINS,
G. A. WHITAKER.
For County Attorney:
GRAHAM F. PUTNAM.
For County Clerk:
D. C. DUNBAR.
For Sheriff:
JOHN F. HOWELLS.
For Recorder:
JAMES C. JENSEN.
For Auditor.
GEORGE H. WOOD.
For Treasurer:
STEPHEN H. LYNCH.
For Assessor:
BARNEY B. QUINN.
For Surveyor:
CHARLES S. WILKES.

DO YOU KNOW

that in making the trip to Omaha exposition you are on the road ONLY ONE NIGHT if you use the "Overland Limited" of the Union Pacific? Just the thing for nervous people who prefer to travel by daylight; and for "Men of Affairs," to whom the saving of a business day is an important consideration, we have the "Fast Mail," ONLY ONE DAY on the road to Omaha. Appreciation of this incomparable time, together with dining car service and superior equipment, is best shown by the popular demand for tickets via the Union Pacific at the "Old Stand," 201 Main street.

CONFERENCE RATES AND TRAINS

Via Oregon Short Line

for the coming conference will be the same as heretofore. Special trains will be run via the Oregon Short Line from Ogden, Nephi, Provo and Tooele. For particulars see bills or call on nearest O. S. L. agent.

POVERTY IS A CRIME

Board of Public Works Appears to So Consider.

REAL ESTATE OWNERS

ONLY NEED TO APPLY TO IT FOR POSITIONS IN ITS GIFT.

Competency Cuts But Little Figure, But to Secure a Position Inspecting Street Pavement Repairs a Man Must Show Receipt For Payment of Taxes On Real Estate.

Anyone who knows of a pioneer citizen desiring two or three week's work inspecting street pavement repairs at a salary of $2.50 per day, will confer a favor on Street Supervisor Seddon and citizen Stringfellow by making known the fact to the board of public works on or before next Tuesday at 9 a. m. The applicant or applicants must show a receipt for the payment of taxes on real estate. The chief requisites are that the applicant be a long time and bona fide resident of Salt Lake City. If he knows nothing about the duties of an inspector, has had no experience in detecting and preventing dishonest work by contractors and is deficient in other qualifications—these are of secondary importance.

TWO APPLICATIONS HUNG UP.

The foregoing is the substance of the sentiments expressed by the two gentlemen named at yesterday's meeting of the board of public works. When the matter of employing an inspector to supervise the work of repairing street pavements by the Culmer-Jennings Paving company came up, applications from R. O. Chaney and T. P. Evans were read. Mr. Chaney has been a resident of this city since 1890 and Mr. Evans has lived here since before that date. They have families here and pay taxes on personal property, but not on real estate, because they are not among the fortunate or unfortunate land owners. Both applicants understand the business of inspecting public contract work, and in their frequent employment heretofore as inspectors of sewer construction and cement and stone paving they have, according to the official letters of recommendations they bear, rendered faithful and satisfactory service to the city.

THE REAL REASONS OBSCURED.

City Engineer Kelsey stated that he had made inquiry to ascertain if there were not some competent and trustworthy person in the city who is thoroughly familiar with asphalt paving work, but he had been unable to learn of any such person who could fill the bill.

Both Supervisor Seddon and Mr. Stringfellow announced that they wanted to give the preference to the oldest bona fide residents and real estate owners, and in order to give an opportunity for more applications for the inspector's job to be considered, they made a plea for a postponement of choosing an inspector until Tuesday morning. Chairman Kelsey and Mr. Hale evidently suspected that some other and well understood though unexpressed, motive actuated their colleagues, but they raised no objection to the postponement.

PUBLICITY OF THE FACTS COURTED.

Supervisor Seddon suggested that the board advertise the fact that it wanted an inspector. The newspapers charge for an advertisement, but not for news items. Mr. Stringfellow appreciated the fact and requested the reporter to incorporate this feature in the published account of the board's proceedings. From the statements made by Supervisor Seddon and Mr. Stringfellow, the fact is that the postponement was sought by them not so much to give opportunity for a citizen experienced in asphalt paving work to apply for the inspectorship, as to enable them to select an old time resident who pays taxes on real estate. Any trustworthy citizen who is otherwise skilled in paving construction and repair work sufficient to enable him to properly inspect the Culmer-Jennings Paving company's repairing need not apply for the temporary employment if he cannot show that he pays taxes on real estate. The personal property tax qualification is insufficient.

PERFECT CONDITION REQUIRED.

The chairman was instructed to serve notice on the Culmer-Jennings Paving company to commence within 48 hours the repairing of the asphalt and stone block paving on Main and First and Second South streets, and in all respects to place the pavement in "perfect condition," preparatory to its final acceptance by the city, according to the terms of the contract and the guaranty clause, which took effect nearly five years ago. The company will commence on the repair work as soon as the inspector for the city is appointed.

POKING UP THE STREET CAR COMPANIES.

It is advisable, if not imperative, that the street car companies do their respective portions of repairing the stone block pavements before the asphalt area is repaired. Notice to this effect was served upon the street car companies a month ago, but by inaction the companies have ignored their obligations to the city. The board decided to call the city council's attention to the neglect of the Salt Lake and Rapid Transit companies to repair their pavements, with the suggestion that some compulsory action in the premises be commenced against the derelict companies.

TO ROUGHEN SLIPPERY WALKS.

The city council has placed at the disposal of the board the sum of $1,000, to be expended in roughening the slippery sidewalk pavements in the business district before frosty weather, but the council restricted the roughening to those sidewalks which have been finally accepted from contractors. Some of the slickest and most dangerous walks have not yet passed from under the contract period of guaranty, and these could be roughened by coating them with cement and sand without injury to the pavements or danger of impairing the conditional and remaining part of the contracts. The council's attention will be called to the effect of its restricting clause, with the suggestion that it be modified so as to permit an elimination of the neck-and-limb-breaking slipperyness without resort to the bush-hammering process.

However, the board decided to call for bids for roughening the slippery pavements, according to specifications prepared by the city engineer. Wherever there is a solid base, the pavements will be bush-hammered, and unsound work will be given a rough coat, but the very slippery walks will not be roughened until the council modifies its restricting action relative to unaccepted work on First and Second South streets from State to West Temple.

OTHER PAVEMENT IMPROVEMENTS.

Bids were ordered solicited until Oct. 14 for the construction of return curbs and stone blocking, at the expense of abutting property, in lieu of the aprons across gutters. These aprons are used by vehicles traveling to and from private alleys in the paved district, and are to be abolished.

Plans and specifications have been prepared for repairing such parts of streets and sidewalks as are worn out, damaged and in unsafe condition. Bids will be opened on Oct. 14 for this class of repair work, but the repairs apply only to those pavements which have been finally accepted from contractors and for which guarantees no longer exist.

WILLIAM BRODIE ARRAIGNED

PLEADED NOT GUILTY TO THE CHARGE OF FORGERY.

Henry Kohl Says He Raised a $10 Check to $1,000 and Cashed It —Other Police Court Cases.

William Brodie, arrested at Eureka for raising a check signed by Henry Kohl, was arraigned before Judge Timmony yesterday and pleaded not guilty, after waving the reading of the complaint. He will have a hearing today at 2 p. m. Bail was fixed at $2,500. Some friends in this city and Provo came to his assistance, but they were not able to qualify, and he was taken to the city jail last night. He is represented by Powers, Straup & Lippman.

The complaint alleges that on May 21, 1898, Brodie committed forgery by altering a check drawn for $10 in his favor upon Wells, Fargo & Co., and signed by Henry Kohl, by adding "00" to "$10," making it "$1,000" and "hundred" to "ten," making it "ten hundred dollars."

In the second count he is charged with uttering a forged instrument to the damage of Henry Kohl and Wells, Fargo & Co, by passing a forged check upon A. A. Robinson, the paying teller.

Brodie is engaged in business in Eureka, and Kohl is the fortunate owner of some valuable mining property in that district. The latter gentleman, who admits he is not an expert at banking, stated that on May 21, in this city, he loaned Brodie $10 and signed a check, which he allowed Brodie to write. They walked to Wells, Fargo's bank together, but Brodie concluded he would not then cash the check, and presently they separated. Kohl says he must have raised the check immediately, since it was cashed the same day. It is stated that Brodie claims to have returned $990 to Kohl. Brodie is in business at Eureka and acted somewhat in the capacity of private secretary to Kohl, who does not claim to be an expert with the pen.

Didn't Want to Hurt Anybody.

John Klessinger, a German, charged with threatening to strike Alice Rogers with a shovel, declared he didn't intend to hurt the woman, and Judge Timmony let him go with the understanding that there would be no more shovel business. The parties live at Thirteenth East and Seventh South streets, and quarreled over a water ditch. They both wanted all the water, it appeared, and the German admitted he played a bluff game.

"I dig dat tam out, und he dig it in again. I don't know I raise dat shovel down. I don't vant ter hurt anypody."

Boys With a Mania.

Charles McMills and Henry Simmons, who come under the curfew jurisdiction and were picked up at 2 a. m. yesterday, shed tears profusely and declared they didn't know it was much after 9 o'clock. The court lectured them and granted a discharge. These boys have a mania for taking buggy rides, and last summer unhitched a man's horse and drove up to Brighton.

Minor Mention.

George Smith declared that the dog which he was charged with keeping without a license was everybody's dog. He gave the addresses of four different families who laid claim. The last owner he saw was a man leading him up Fifth West street with a rope around his neck. Smith was discharged.

Charles Victory appeared in police court again yesterday for using abusive language in the presence of a little girl at the Rio Grande station. Sentence was suspended, that he might walk to the nearest water-tank out of the city.

Willard Johnson was arrested for fast wheel-riding by a policeman yesterday morning. He tried to scorch away from the officer, running from the state university to Sixth West. He forfeited $2 in police court.

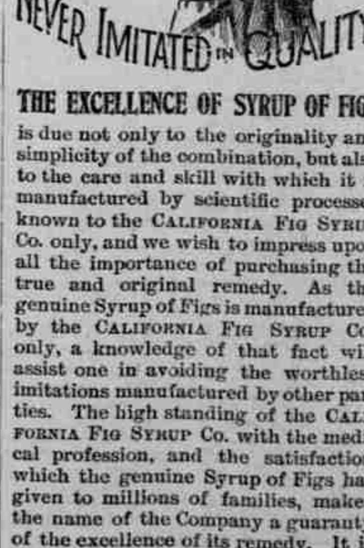
Near the warm springs yesterday morning Policeman O. P. Pratt found a drove of 19 stray horses, which he impounded. In the lot are some good driving horses, and it is thought they broke from some pasture.

AN ANTI-GAMBLING JUDGE.

Chicago Court Decides Against the Racing Association.

Chicago, Sept. 30.—Judge Waterman today declined to vacate the order granting permission to file information against the Chicago racing association, operating the Hawthorne race track, against which quo warranto proceedings have been brought looking to a forfeiture of the association charter on the ground that its provisions had been violated. In his decision Judge Waterman spoke bitterly on gambling, including in his denunciation not only the race track but the board of trade and its operators.

The decision is looked on as a knockout blow to the Chicago racing association and as a victory for John Brenock, in his fight with Edward Corrigan. Brenock was one of the organizers of the Hawthorne track.



THE EXCELLENCE OF SYRUP OF FIGS

is due not only to the originality and simplicity of the combination, but also to the care and skill with which it is manufactured by scientific processes known to the CALIFORNIA FIG SYRUP Co. only, and we wish to impress upon all the importance of purchasing the true and original remedy. As the genuine Syrup of Figs is manufactured by the CALIFORNIA FIG SYRUP Co. only, a knowledge of that fact will assist one in avoiding the worthless imitations manufactured by other parties. The high standing of the CALIFORNIA FIG SYRUP Co. with the medical profession, and the satisfaction which the genuine Syrup of Figs has given to millions of families, makes the name of the Company a guaranty of the excellence of its remedy. It is far in advance of all other laxatives, as it acts on the kidneys, liver and bowels without irritating or weakening them, and it does not gripe nor nauseate. In order to get its beneficial effects, please remember the name of the Company—

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LOUISVILLE, Ky. NEW YORK, N. Y.

THE CHURCH LOSES

Ogden M. E. Congregation Must Give Up Its Organ

OR PAY PURCHASE PRICE

SUPREME COURT ROASTS REV. J. WESLEY HILL.

Decision By Judge Hiles In the Bolivar Roberts Estate — Mrs. Lena Arnold Fails to Secure a Decree of Divorce—George L. Nye Appointed Supreme Court Reporter.

The supreme court yesterday handed down an opinion in the case of the Farrand & Votey Organ company against the board of church extension of the Methodist Episcopal church, appellants, involving possession of the big organ in the Methodist church at Ogden. The court decides in favor of the company, and the congregation must give up the instrument or pay for it.

The suit is very interesting, and the court, in its opinion, takes occasion to remark that Rev. J. Wesley Hill was guilty of misrepresentation in the transaction. Rev. Hill was pastor of the Ogden church in 1890, or about that time, and entered into a contract with the company to put up an organ for $3,000 in his church. The Rev. Mr. Hill said he was chairman of the board of trustees, and had power to act. The organ was set up, and when the contract was brought to the attention of the trustees, they disclaimed a previous knowledge of it. They said Hill had told them one P. A. H. Franklin had presented the instrument to the church. In 1892 the church was transferred to the general board of church extension.

The only amount paid on the organ was $400 by Hill and $100 by the trustees as part payment on freight, which the company advanced, to the amount of $480. The jury in the lower court found possession of the organ for plaintiff, or the payment of $3,000, and $410 as damages for its detention.

The opinion was written by Chief Justice Zane and concurred in by Justices Bartch and Miner.

BOLIVAR ROBERTS ESTATE.

Eldest Son Is Entitled to Maintenance Till the Youngest Is 23.

Judge Hiles yesterday rendered an opinion in the estate matter of Bolivar Roberts, deciding that, under the terms of the will, Don Carlos Roberts, the eldest son, is entitled to maintenance and support out of the estate until the youngest brother reaches the age of 23.

The will which deceased left was not quite clear on one point, the one which said, "my minor sons, namely, Don Carlos Roberts, Frank T. Roberts and Harry L. Roberts, shall be provided a comfortable maintenance and support." The executors asked the court to place a construction on this clause, and Judge Hiles, in his opinion, says: "When read in connection with other parts of the will, the clause is hereby declared to mean that Don Carlos Roberts is entitled to a comfortable maintenance and support out of said estate until his youngest brother shall have attained the age of 23 years, or until the final distribution of the estate to those entitled, according to law and the terms of said will."

Don Carlos has attained the required age and, in addition to maintenance, drawn $5,000, which it was provided should be paid out to the sons upon reaching their majority. The executors were not clear whether, in addition to this amount, Don Carlos Roberts should continue to receive maintenance.

SUPREME COURT REPORTER.

Attorney George L. Nye Secures a Nice Little Plum.

George L. Nye was yesterday appointed supreme court reporter to fill the vacancy caused by the recent resignation of John M. Tanner. Mr. Nye will assume the duties of his position today, and serve until the end of the present year.

Mrs. Lena Arnold Fails.

Lena Arnold, the lady from Murray who wanted a divorce from her husband, James Arnold, met with disappointment, for Judge Hiles handed down an opinion in the suit yesterday, refusing to grant the decree of separation asked for by the woman.

The Arnold case was quite a breezy one, the defense showing that Mrs. Arnold was not the party entitled to a divorce. The husband contended it was only a scheme on the woman's part to get rid of him because he was old and sick, and the wife had grown tired of his company.

One Dollar Damages.

Henry J. Faust has won his suit against David Hone et al., involving the right to use the trade mark "Eureka" on butter. Judge Hiles yesterday decided the matter, awarding Faust $1 damages and costs, and ordering a perpetual injunction issued against Hone, preventing him from using the trade mark.

Court Notes.

The following cases were before the supreme court yesterday:

Maggie Hoagland vs. Frank Hoagland; motion to dismiss argued and submitted.

Salt Lake county vs. state board of equalization; argued and submitted.

Victor Gold & Silver Mining company vs. the National Bank of the Republic; argued and submitted.

It was erroneously stated that the jury in the Blythe rape case stood 7 for conviction and 1 for acquittal. It was 5 for conviction and 3 for acquittal.

John H. White has invoked the assistance of the district court to prevent the Pacific States Savings, Loan & Building company from collecting any more money from him, alleging that a loan of $1,500 has been paid, and that the property securing the same should be released.

Played Out.

Dull Headache, Pains in various parts of the body, Sinking at the pit of the stomach, Loss of appetite, Feverishness, Pimples or Sores are all positive evidences of impure blood. No matter how it became so, it must be purified in order to obtain good health. Acker's Blood Elixir has never failed to cure Scrofulous or Syphilitic poisons or any other blood diseases. It is certainly a wonderful remedy and we sell every bottle on a positive guarantee. For sale by Z. C. M. I. Drug Dept.

$18 DENVER AND RETURN $18

Via Union Pacific Railroad.

On Oct. 1 and 2 the Union Pacific will make a rate of $18 to Denver and return, account the Festival of Mountain and Plain. Use the Union Pacific and secure the benefit of its superb dining car service, buffet smoking and library cars, Pullman Palace sleepers, through to Denver in 24 hours. For full information, reservation of berths and purchase of tickets, call at the "Old Stand," 201 Main street, or address H. M. Clay, general agent, Salt Lake City.

Remember the Millinery Opening

at F. Auerbach & Bro.'s Friday and Saturday. Elegant display of all the latest novelties.

Your friends may smile
But that tired feeling
Means danger. It
Indicates impoverished
And impure blood
This condition may
Lead to serious illness.
It should be promptly
Overcome by taking
Hood's Sarsaparilla,
Which purifies and
Enriches the blood,
Strengthens the nerves,
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Creates an appetite,
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Energizes and vitalizes
The whole system.
Be sure to get
Only Hood's.

Teeth extracted	$ .25
Good set of teeth	8.00
Best set, no better made	10.00
Amalgam or silver filling	1.00
Teeth cleaned	1.00
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Bridge work, per tooth	5.00
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Crown and Bridge Work A Specialty.

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The finest equipped dental parlors in the city.

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All work warranted.

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New and elegant in all its appointments; 250 rooms, single or ensuite; 75 rooms with bath.

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WORLD'S MONSTER SHOWS.

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5 CONTINENT MENAGERIE,
TRAINED
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REAL ROMAN HIPPODROME,
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Surely coming and positively exhibit at

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—ON—

Friday and Saturday, Oct. 7 and 8.

The Mighty Bovalapus,

The rarest, strangest, awfulest of all the mighty monsters of the great deep.

RAJAH,

The biggest brute on earth, a towering giant. The very lord of beasts. Taller, longer, weighs more, cost more than any elephant ever captured. Bigger than the famous Jumbo.

CAPT. SANTIAGO, HIGH DIVER,

The world's highest diver; actually flings himself backward from the highest point ever dived from.

LITTLE EDNA,

The girl wonder. The only lady turning forward and backward somersaults on a bareback horse. A challenge of $10,000 to any one who can produce her equal.

100 Exalted Circus Champions
In 150 Supreme Acts.

Complete, Largest, Greatest,
WORLD'S MENAGERIE.

KITTIE KRUGER,

The only lady 4 and 6-horse rider in the world.

Whole droves and herds of animals, giant camel, long maned and tailed horse, baby hippopotamus, baby lions, serpents and birds.

A Grand Free Street Parade Every Day at 10 o'clock a. m.

High Dive, 10:30 a. m. and 6:30 p. m

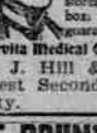
EXCURSIONS ON ALL RAILROADS

All Tents Water-proof.

Doors open at 1 and 7 p. m. Performances at 2 and 8 p. m.

No. 10.

NERVITA RESTORES VITALITY LOST VIGOR, AND MANHOOD



Cures Impotency Night Emissions and wasting diseases, all effects of self-abuse, or excess and indiscretion. A nerve-tonic and blood-builder Brings the pink glow to pale cheeks and restores the fire of youth. By mail 50c per box. 6 boxes for $2.50; with a written guarantee to cure or refund the money.

Nervita Medical Co., Clinton & Jackson sts., Chicago.

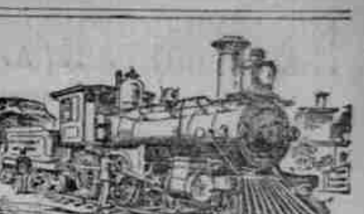
F. J. Hill & Co., Druggists, 80 West West Second South street, Salt Lake City.

LE BRUN'S G&G CURE FOR EITHER SEX. This remedy being injected directly to the seat of those diseases of the Genito-Urinary Organs, requires no change of diet. Cure guaranteed in 1 to 3 days. Small plain package, by mail, $1.00. Sold only by

F. C. Schramm, prescription druggist, McCornick block, corner Main and First South street, Salt Lake City.

NOTICE OF SALE.

BY ORDER OF THE CITY COUNCIL of Sept. 29, 1898, bids are hereby solicited for well-driving apparatus, including engine owned by the city and located at Liberty park. Bids received on or before Oct. 4, 1898, at 5 p. m., addressed to undersigned, in care of G. H. Backman, city recorder. Rights reserved to reject any or all bids. JOHN SIDDOWAY, Chairman Public Grounds Committee.



OREGON SHORT LINE RAILROAD.

Trains arrive and depart at Salt Lake City daily as follows:

ARRIVE.
(In Effect July 17, 1898)

From Chicago, Omaha, St. Louis, Kansas City, Denver, Park City and Ogden	3:10 p.m.
From Helena, Butte, Portland, San Francisco, Ogden and intermediate points	8:55 a.m.
From San Francisco, Cache Valley, Ogden and intermediate points	7:15 p.m.
From Chicago, Omaha, St. Louis, Kansas City Denver and Ogden	3:10 a.m.
*From Frisco, Milford, Sanpete, Provo, Eureka, Mammoth, Silver City and intermediate points	6:20 p.m.
**Mixed trains from Terminus, Tooele and Garfield Beach	4:00 p.m.

DEPART.

For Chicago, Omaha, Denver, Kansas City, St. Louis, Ogden and Park City	7:00 a.m.
For San Francisco, Ogden, Cache Valley and intermediate points	8:06 a.m.
For Ogden, Denver, Kansas City, Omaha, St. Louis, Chicago and intermediate points	6:35 p.m.
For Ogden, Butte, Helena, Portland and San Francisco	8:45 p.m.
*For Mercur, Eureka, Silver City, Provo, Nephi, Sanpete, Milford, Frisco and intermediate points	7:30 a.m.
*Mixed train for Garfield Beach, Tooele and Terminus	7:45 a.m.

*Trains south of Juab run daily except Sunday.

**Daily except Sunday.

CITY TICKET OFFICE Under Masonic Hall, No. 200 West Second South street. Telephone No. 250.

Railroad and Steamship Tickets on sale to all parts of the world.

Pullman Palace Car ticket office.

S. W. ECCLES, Gen. Trf. Mgr.
D. E. BURLEY, Gen. Pass. & Ticket Agt.
W. H. BANCROFT, Vice Pres. & Gen. Mgr.

THE RIO GRANDE WESTERN RAILWAY — GREAT SALT LAKE ROUTE

Current Time Table.

LEAVE SALT LAKE CITY.

No. 2—For Provo, Grand Junction and all points east	8:30 a.m.
No. 4—For Provo, Grand Junction and all points east	7:40 p.m.
No. 6—For Bingham, Lehi, Provo, Mt. Pleasant, Manti, Belknap and intermediate points	8:00 a.m.
No. 8—For Eureka, Payson, Provo and intermediate points	5:00 p.m.
No. 3—For Ogden and west	9:05 p.m.
No. 1—For Ogden and west	12:30 p.m.
No. 42—For Park City	8:25 a.m.

ARRIVE SALT LAKE CITY.

No. 1—From Bingham, Provo, Grand Junction and the east	12:20 p.m.
No. 3—From Provo, Grand Junction and east	9:00 p.m.
No. 5—From Provo, Bingham, Eureka, Belknap, Manti and intermediate points	5:25 p.m.
No. 2—From Ogden and the west	8:20 a.m.
No. 4—From Ogden and the west	7:30 p.m.
No. 7—From Eureka, Payson, Provo and intermediate points	10:00 a.m.
No. 41—From Park City	6:50 p.m.

Ticket office, 103 West Second South, Postoffice Corner.

UNION PACIFIC OVERLAND ROUTE — WORLD'S PICTORIAL LINE

THE PEOPLE'S FAVORITE

LEAVE SALT LAKE CITY.

"The Overland Limited," for Chicago, St. Paul, St. Louis, Omaha, Kansas City, Denver	7:00 a.m.
"The Fast Mail," for Chicago St. Louis, Omaha, Kansas City and Denver	6:25 p.m.

ARRIVE SALT LAKE CITY.

"The Overland Limited," from Chicago, St. Louis, Omaha, Kansas City, Denver	3:10 p.m.
"The Fast Mail," from Chicago, St. Paul, St. Louis, Omaha, Kansas City and Denver	3:10 a.m.

City Ticket Office, 201 Main street. Telephone No. 665.
H. M. CLAY, Gen. Agent.

SALT LAKE & OGDEN RAILWAY.

Daily time card, in effect September 19th, 1898.

Leave Salt Lake.	Arrive Farmington & Lagoon.	Leave Farmington & Lagoon.	Arrive Salt Lake.
7:00 a. m.	7:40 a. m.	7:50 a. m.	8:30 a. m.
9:30 a. m.	10:10 a. m.	10:30 a. m.	11:10 a. m.
3:30 p. m.	4:10 p. m.	4:30 p. m.	5:10 p. m.
5:30 p. m.	6:10 p. m.	6:30 p. m.	7:10 p. m.

Additional trains Sundays and Holidays: Leave Salt Lake, 11:30 a. m.; 1:30 p. m. Leave Lagoon, 12:30 p. m.; 2:30 p. m. Round trip to Beck's, including bath, 25 cents.

H. W. EARLY, Pass. Agt. SIMON BAMBERGER, Gen. Mngr.

THE COLORADO MIDLAND R R

Two Through Trains Daily.

Between Salt Lake City, Ogden and Leadville, Cripple Creek, Colorado Springs, Denver and all points east. Only line running THROUGH CHAIR CARS. Through sleepers on both morning and evening trains. This line, in connection with the Rio Grande Western, reaches Denver earlier than any other line via Colorado Springs. No change of cars or delayed trains. Take the Colorado Midland and save time and enjoy the finest ride and grandest scenery in Colorado. For full information call on any R. G. W. Ry. agent or

W. F. BAILEY, G. P. A., Denver, Colo.
O. A. BROWN, Gen. Agent, Salt Lake City.

SALT LAKE & LOS ANGELES RAILWAY COMPANY.

TIME CARD,
In Effect September 8th, 1898.

Trains Leave R. G. W. Depot	Trains Arrive R. G. W. Depot
2:15 p.m.	4:45 p. m.

Fare, round trip, $1.00.

DAVIS, HOWE & CO.,

Iron Founders and Machinists.

Manufacturers of all kinds of Mining and Milling Machinery. Prompt attention paid to all kinds of repair work. No. 127 North First West St

Established 1841.
150 Offices.
The Oldest and Largest.

R. G. DUN & CO.,

The Mercantile Agency.

GEORGE OSMOND, General Manager, Utah and Idaho. Offices in Progress Building, Salt Lake City.