

less than five and five-eighths inches in diameter; and

Third, provided, however, that any delay caused, or time consumed by injunction, or any order of court, or any unavoidable accident or delay or malicious interference, shall neither be counted nor work a forfeiture herein.

Section 3—Said American Natural Gas company or its assigns shall use only the best and most approved system of pipeage for their mains and service pipes.

Section 4—That this franchise shall take effect, and the rights and privileges therein granted and given shall be acquired whenever said American Natural Gas company shall have laid its gas mains or pipes, and conducted therein natural or fuel gas in sufficient quantities to its consumers to and within the limits of Salt Lake City; Provided, however, that the provisions of this section shall not hinder or prohibit said American Natural Gas company, at any time after the passage of this ordinance, from entering upon said streets, avenues and alleys, and laying and constructing therein said gas mains and pipes as hereinbefore provided in this ordinance.

Section 5—This ordinance shall take effect from its passage.

#### Committee on streets.

##### THE VAN HOUTEN CHARGES.

In regard to the charges preferred against Superintendent Van Houten by the grand jury, the committee on sewerage made the following report:

To the Honorable the Mayor and City Council:

Gentlemen—Your committee on sewerage, to whom was assigned the duty of investigating the alleged irregularities in the management and conduct of the sewer department of this city, beg leave to report that, with the intention of making our investigation as searching and thorough as possible, we have examined all such witnesses as we had any reason or information to believe would throw any light upon the subject of our inquiry. We have held six meetings and have personally examined, under oath, the following named witnesses: Peter Van Houten, superintendent of sewer construction; Messrs. Giles, Dull and Maloney, who have served as foremen and timekeepers in the sewer department during Mr. Van Houten's superintendency; Thomas Van Houten, teamster; Auditor Hoaz, and Mr. James O. McCutchen, formerly an employe in the sewer department and the person who made the affidavit charging that Mr. Van Houten had retained his son upon the pay roll for a period of four or five months during the present year while the latter was working for his father in American Fork canyon. We have also examined the books and vouchers in the offices of Mr. Van Houten and the auditor. We find that for a large part of the time during Mr. Van Houten's incumbency two teams have been employed by the department to haul pipe and cement, to fill in, to remove waste earth and in the flushing of the sewer pipes; that both of the teams were the property of Mr. Van Houten, one of them being usually driven by Thomas Van Houten, a son of Mr. Van Houten, and the other by a young man named William Dull. These teams were carried on the time books and pay rolls as "team," or William Dull, or Thomas Van Houten, "teamster," and the compensation allowed was the sum of \$3.50 per day for each team and driver. Young Vanifouen was driving during the earlier part of the year, but about June 14, went to work at his father's mine in American Fork canyon, where he continued until the middle of November, at which time he returned to the city. He had never signed a pay roll previous to his departure for the mine as above stated,

his name having been signed in each instance by his father. After his departure the team continued in the service of the city and the roll was signed by the father as before, on each pay roll between June 14 and November 14, and the compensation allowed to the team was during that period as before, the sum of \$3.50 per day. Inasmuch as some other employes of the city were during that period taken from other work and put to driving, it appeared that Mr. Van Houten was charging the city for a team and driver, and receiving pay therefor, while, as a matter of fact, the city was furnishing and paying the driver. Prima facie, the case looked very unfavorable to Mr. Houten. The explanation offered by him and sustained we believe by his books, is that he desired to continue the team in the name of his son, since it was designed to re-employ the latter on his return to the city; that while it is true that he carried the team on the rolls at \$3.50 per day, yet it is also true that the apparent overcharge in the rate per diem had been equalized by reducing the number of days for which compensation had been allowed.

The following table, covering the period of the son's absence, will indicate Mr. Van Houten's method of adjusting the matter from time to time:

PAY DAY.	Actual time worked shown by time book.	Compensation at \$2.10 per diem.	Time credits on pay bills.	Amount paid.
June 26.....	7 days	\$14 70	6 days	\$17 60
July 10.....	11 days	\$23 10	6 1/2 days	22 75
July 21.....	12 days	24 70	7 days	24 50
August 8.....	12 days	24 70	6 days	21 00
August 22.....	12 days	24 70	5 days	17 50
September 5.....	4 days	8 40	1 day	3 50
September 19.....	11 days	23 10	4 days	14 00
October 4.....	11 1/2 days	23 65	6 days	22 75
October 17.....	12 days	24 70	7 days	24 50
October 31.....	9 days	18 90	4 days	14 00
November 14.....	9 1/2 days	20 45	8 days	28 00
Totals.....	113 days	\$226 64	days	\$224 00

It therefore appears that the amount paid was substantially the amount earned. The question is, therefore, were the rolls correct and unchanged and was the title correctly taken.

These rolls were signed on the several dates given; they bear no evidence of having been corrected by erasure; the time worked by the foreman of the gang in which the team worked was a total of one hundred and thirty-four days as against one hundred and thirteen for the team, the time worked by the other team was one hundred and twenty-four and one-half days during the same period; and the several foremen testified that the time books appeared to be unchanged since they left their hands, and that the time there given was correct.

Your committee find further that in the month of August of this year Mr. Van Houten purchased a mowing machine for the purpose of cutting weeds and grass on Pioneer square at a cost of \$16, which he paid for with his own money; this amount he subsequently reimbursed himself by charging a sufficient number of extra days for his team to cover the amount expended. Mr. Van Houten's explanation of this transaction is that in 1890 it cost the city \$35 to cut the grass and weeds on the square, which he considered was too much, and that when the necessity recurred this year he determined to do the work with one of the teams regularly employed and to buy a machine for the city that might be used from year to year for like purposes. The work cost \$24, including machine, this year, as against the amount above stated

for 1890. The machine is now on the square in possession of the custodian there.

While your committee must condemn as extremely irregular and improper the methods of procedure under which pay-rolls are made to show a condition of things not existing, under which the time paid for was different from the time served, and the rate of compensation incorrect, and under which the head of a department make a purchase with his own money assumes to compensate himself by crediting time not served, yet we express it as our sincere conclusion, from a contemplation of the evidence, that Mr. Van Houten has neither defrauded, nor has endeavored to defraud, the city of a single dollar. While his methods of bookkeeping has opened his management of the department to suspicion, yet, we feel in the light of the facts, that suspicion is unfounded, and that coupled with the censure of this committee for the irregularities named should be the expression of its opinion that Mr. Van Houten has been an honest official and in all other respects than those mentioned, so far as has come to the knowledge of your committee, proven prudent and efficient in the discharge of his duties.

Adopted.

#### HE RESIGNED.

Officer Jensen who was recently charged with drunkenness while on duty, sent in a communication in which he tendered his resignation. Accepted.

#### HIS SUCCESSOR.

The mayor reported that he had appointed Christian Lund as police officer to fill the vacancy caused by the resignation of Officer Jensen. Committee on police.

#### POUNDKEEPER AND WEIGHMASTER.

An ordinance creating the office of city pound keeper and weighmaster, was read and passed under a suspension of the rules.

#### MATTOX APPOINTED.

Spafford introduced a resolution appointing John O. Mattox city weighmaster and poundkeeper. Adopted.

#### APPROPRIATIONS.

The following appropriations were made:

W. N. Cook, judgment.....	\$ 886 15
Egger claim.....	3,325 00
Revision committee.....	1,000 00
J. F. Dillon.....	133 33

#### "LIBERAL BOSSISM."

About ten o'clock last night Police-man Weir arrested a *Tribune* reporter, on a charge of drunkenness and terrorizing citizens by discharging his revolver in the vicinity of the Electric Light Hall.

The reporter made strong objections, but was compelled to accompany the officer to police headquarters just the same as any other peace disturber.

Immediately upon entering the marshal's office the policeman proceeded to search the newspaper man, preparatory to making an inventory of his personal effects. At this juncture, Judge Orlando W. Powers suddenly appeared on the scene. His presence seemed to completely demoralize the officers in charge, for instantly they discontinued their examination of the accused, who, in boisterous language, demanded the return of his gun. The officers refused to return to him. Judge Powers appeared to assume con-