those to which it was originally designed," to be ascertained by a Master in Chancery subject to the approval of the court.

It is now contended that the Master erred in his decision; that he should have granted the petition of the First Presidency of the Church to have the property vested in them as Trustees to be applied to the relief of the poor of the Church and the maintenance of houses of worship, the Trustees to report annually to the court an account of the administration of the trust; and that the devotion of the property to the district schools is opposed to the decision of the Supreme Court and repugnant to justice, equity and the genius of our government.

The Master ruled that this application of the Presidency was *res adjudicata*, because the Supreme Court had already denied the petition of George Romney, Henry Dinwoody, James Watson and John Clark, on behalf of the members of the Church, claiming that they and said members were "equitably the owners of said property," and asking the court to decree that the said property belongs to the individual members of said Church. But counsel for the Church now show that theirs is a different claim and scheme entirely.

Romney et al. claimed the property for the members of the Church absolutely. The Presidency of the Church ask that it be regarded as a trust, and that they administer it as decided by the Supreme Court, for those charitable uses nearest to those designed by the donors, and subject to the supervision of the court. Further, the Supreme Court ruled that there was no ground at that time for the application of the claimants, but that "the rights of Church members will necessarily be taken into consideration in the final disposition of the case." This all goes to show that the denial of the former claim is no bar to the granting of the present petition and scheme.

It is further set forth now that the whole ground of the action of Congress and the rulings of the Courts in relation to this property was that the Church was a "contumacious organization" employing its resources in "attempting to oppose, thwart and subvert the legislation of Congress;" that is, in supporting the practice of polygamy. But this is all changed by the action of the Church in relation to plural marriage, and there is now no reason or excuse to withhold the property from the lawful uses to which it was originally destined.

It is contended that there were lawful uses, as well as those said to be unlawful to which it was alleged the property was applied, and that to these the means ought to be devoted instead of to uses never contemplated by the donors, and for the benefit of persons never intended to receive such benefits.

All this is set forth in the brief of Hon. F. S. Richards, attorney for the Church and amplified in his plea before the Supreme Court today, a brief synopsis of which appears in our court report. Mr. Richards further contended that under the changed conditions the Church could not only now ask for this use of the property under a trust, but could claim it absolutely as their right but would not do so. W. H. Dickson, Esq., also of counsel for the Church, showed that the power claimed to escheat in this way was never exercised under this government and could not be so used even in monarchical England by a Court of Chancery, except under the sign manual.

The argument is of great interest apart from the pecuniary interest which the Church has in the property. We cannot believe that in this free country the property of a religious body, lawfully held, will be wrested from it and appropriated to public uses and for persons who never contributed to it in any way. The case is in able hands and will be watched closely by many people besides the Latter day Saints.

THAT PAVING CONTRACT.

THE recommendation of the Board of Public Works to let the big contract for paving to the Barber Asphalt Company has occasioned more stir and indignation among business men than anything heretofore contemplated by the City Council. There seems to have been some misunderstanding in regard to the lowest bid for the contract.

Several objectors have stated, as one of the grounds of their protest, that a home company had made the lowest bid and that the Barber bid was next. They argue that if the Council can, for any reason, pass by the lowest to the next, they can pass by that to another for some other good and sufficient reason. But it appears from the actual figures that the Barber bid was really the lowest, taking the whole job in the aggregate. In some of the details there was perhaps a difference in favor of another company, but the total bid of the Barber Company, we understand, was nearly $4,000 less than the lowest of the other bids.

We presume the Board thought that as the Barber bid was the "lowest" and the company was "responsible," the law and the regulation would require the letting of the contract to that company. So that a little less denunciation and a little more reasoning and light will probably be proper under the circumstances.

The rule to employ home talent, home material and home capital, whenever justice and economy will permit, we believe will find favor with the representatives of the people because that is what the people want. But when home contractors want higher figures than work can be done, or materials furnished for by outside firms, surely fault will not be found with officials who consider themselves bound by the rule that contracts must be let to the lowest responsible bidder.

However, in this case we think there are sufficient reasons why the Barber Company should not have the contract, but that it should be let to the home company offering the next lowest bid and the comparatively best materials. These should be considered by the City Council before the recommendation of the Board is acted upon.

From many reports coming from various places where intense dissatisfaction prevails, it appears that the Barber pavement is very defective, that it has to be constantly repaired, that the company, notoriously, by low bidding drives out competitors, and then manages to keep the letter of their contracts by frequent patchwork until the five years limit expires, and that then the public are put to endless expense by the inferiority of the materials employed and the consequent renewal or removal of the pavement.

This is a very serious matter in view of the large expenditure involved. And as most of the money will go out of the Territory if this company is employed, the loss will be still more serious. If the means can be kept at home by the employment of home materials, labor and skill, and in addition the probabilities are that better work can be secured, true economy and public interest would demand that the spirit rather than the letter of the law should govern in this matter.

It appears, further, that the home company making the next lowest bid is not presuming on the fact that it is a home concern and therefore seeking to obtain high figures, but have put the price down to the lowest livin rates. Also that its work already done is open to investigation; that it has erected expensive works for the business; that it is ready with suitable guaranties; that it is supported by public sentiment; and that business men whose property abuts on the streets proposed to be paved, are willing to pay the difference between the Barber bid and the figures of the home company.

With all these considerations it looks as though nothing could stand in the way of the Council to the awarding of the contract to the home company, unless it be some private understanding or agreement, or something that does not now appear which would justify concurrence in the report of the committee. Until something definite is produced to show to the contrary, we shall believe that the committee and the City Council are acting on what they believe to be the law in relation to the matter, and for the best interests of the city. But the public are much aroused over it and we think the wide-spread opinion of thinking men should have due weight with the municipal authorities.

ANTI-CHOLERA PRECAUTIONS AND THEIR EFFECTS.

THE circular issued over the signatures of Supervisor Wyman, of the U. S. Marine hospital service, Secretary Foster and President Harrison, will have the effect of practically closing the ports of this country against immigration from Europe. No shipping company could afford, except by at least trebling the rates of passage, to bring immigrants to this country and conform to a regulation compelling them to remain in quarantine for a period of twenty days. The increased cost would not only arise from providing food and accommodations for passengers for such a length of time, but during the detention the expenses incidental to a voyage would be running on, with the exception of coal for propelling purposes. The ships would during that time be worse than idle so far as profit to the owners would be concerned. The regulation would virtually make the time of the voyage from Europe to New York about one