

the expression one made to me: "Even if we are a lot of rascals, we yet admire an honest man!" It will not be necessary to acquaint you with all the devilish little ins and outs going on, but the sole object of my efforts shall be to get the full value out of it, and to secure for your company this job "in a most workmanlike manner," and in fact to also strengthen your hold upon all the future prospects of the surely-to-be built capitol here. One wing thereof will be commenced as soon as spring opens. I expect on tomorrow to have the final acceptance of the floor plans and schedule, as made up and submitted by me, and shall then soon make the prices fit and settle that part, and promptly report the results to you.

I have already, between times, started the committee on city building, and as every effort is being made by them to raise the money, you may expect good results from them also. You of course understand that "the consideration" includes the "sure-thing" for city part also."

"As regards Dwyer, you are aware that no assistance is necessary from him, the main object of mine being to hold him quiet, and I thought it best to ask you to do so. I have but once called on him, and advised him that whenever I should wish his assistance I would let him know. I exceedingly regret now I should have misconstrued your closing remarks in letter of 8th inst., in addressing my letter 'personal.' I thought you desired otherwise, consequently gave the reason in my letter of the 15th inst. why I did so, but now stand corrected, and shall govern myself accordingly."

In the matter of marble tiling the corridors and lobbies of the joint building Hayken wrote that he had some floor deals to consummate; that he had had to convince among others "Alderman J. M. Watson once doubtful;" that Cahoon, of the county, and Watson, of the city, were both owners of very good Utah marble quarries; that "Watson gives estimate direct to us, we contract for the floors and submit to him for either Cahoon or Watson can take the contract direct—and both now 'are solid' and will 'keep there.' You kindly trusted me to go ahead on my own judgment, and you may be assured that nothing rash, or leading to any complication, is or will be attempted by me, or give you cause to regret the confidence you gave me."

Concerning the Murray Opera house job, Hayken says in a letter to Andrews & Co., written from this city on March 24th, 1894:

"I beg to respectfully refer to my letter of January 23rd, addressed to Mr. Holbrook—in which I vividly mention that to better 'easy up' (?) certain opposition, it might become necessary to reseat a little opera house, then proposed with settees, but lately changed to No. 40 portable chairs. The matter requiring then and does now 'confidential' treatment, I felt justified in making inquires only of cost of chairs, freight—and probable time of shipment, and to abstain from giving information for 'whom' and 'where' to be sent until later. I certainly hope you will coincide in my view, that such matters must be kept 'confidential' than otherwise. I beg to state that the long delay in closing contract for county part of building has been in a great measure the fault 'in change of heart,' and in doing away with the conscientious scruples

(III) of the party as mentioned in said letter of Jan. 23, it now willing to accept the deal of the No. 40 chairs. I am confident that on tomorrow the contract for county part of furniture will be signed, and the No. 40, so to say, "done its business." Fully aware that perhaps it would have been best to acquaint you of the details of certain combination, until "later on"—yet I cannot but wish that further reference to the chair deal or any appearing discord (?) with Dwyer and his sample "be postponed," at any rate be kept from him, as I kindly requested in my letter of 23rd ult., and as soon as contract signed, I shall report further progress regarding chairs, etc., etc., fully assuring you that nothing need be feared by you, but what I can see accruing to the benefit and profit for your company. I shall forward on tomorrow expense account and bills for February, and agreeable to your order of 23rd February, be kind enough to forward by return mail draft "large enough" to enable me to settle a certain obligation—due after affixing signature—say \$500.00."

Later on he wrote of Councilman Lynn and the effort to have home firms furnish the joint building: "The whole digest of the matter is that he and corelates of the committee would have preferred for you to do the work, but the almost insane demand of 'home industry' cranks will not permit to let anything get away from here as long as there is any possibility of getting it done here, and, as you are aware, the committee 'dare' not do otherwise, else we would have secured the contract. Alderman Lynn being 'our friend,' I have but thought it expedient to please him in calling your kind assistance, which he thankfully appreciates should you go to the trouble of assisting him in procuring the best material for the lowest price. I hope to receive a favorable reply from you, to induce him to 'stay by us.' At any rate before this reaches you I am almost sure to have wired you, 'we got the city contract,' for on tomorrow (Wednesday) afternoon another session of the city committee will be held at my room and the contract be signed and your humble servant secured an even better figure than on the first schedule."

"P.S.—I beg to state that Lynn is president of the Sierra Nevada lumber company, and is perfectly sound financially."

In the same letter Hayken boasts of getting another room added to the fire and police commission quarters at a cost of \$1,897 and adds that "if there is hope in Israel we will get the rest of it. My friend Cahoon will fetch the others by Friday and we shall certainly arrange for rest of county before I get through. * * * Perhaps you will think me 'prevlous,' etc., etc., and say: 'There is many a slip between,' etc., etc., but I beg to assure you this Dwyer man never counts chickens before they are hatched, and they are 'pecking through the shell' already. Pending this 'wind-up' I cannot go to Ogden, but it will keep all right; at any rate, from report you will have read about the excitement there on account of the California industrial army; no attention to business could be expected from the parties there."

Continuing his report to Andrews &

company he says the board of education are a "slow set of poker," whom it will not do to urge. But he estimates he has his weather eye on them and won't let them escape. In a letter written April 15th, 1894, he says on the same subject: "I have had three meetings now with Board of Education committee; and on or before Wednesday I shall be able to wire you; 'if Victory or Waterloo;' I have 'one big crank' on the committee, but assiduously (?) am smoothing him down; if he won't have it—the rest will surely 'sit on him;' for I am bound to get there." The estimate for their rooms figured up now by me, amounts to \$8,897.60, on the same schedule as on the rest of the joint building."

The balance of county work not decided as yet, the reason simply: the committee wish to run for re-election this fall, and are afraid it might hurt them "to go in too heavy." I am slightly (?) under the impression they won't get there anyway; and certain (?) friends are advertising them—they better make "a clean job of it now— and since they never will get a better chance to better 'their condition;' of course they ought to consider the hard times coming!!! See! I pray you do not think that I am getting the "swelled head," but of late I am seriously thinking, "I mistook my vocation!"—I ought to run for alderman!

All speculation as to the amount of the "rake-off" is settled by this part of the letter: "Please be satisfied with the statement as originally agreed upon, namely 30 per cent, and 5 per cent to architects, and no other claims "a la Judson Hall and such," even distantly made or mentioned by me, and all general expenses covered by me sent in expense amount, with two exceptions, which I prefer to personally explain, amount to about \$250. Out of the money sent me, I have paid as you have found by receipt of Architect Proudfoot, to him \$150, which is to come out of his 5 per cent per agreement made. The amount of bill for the chairs for Harry Haynes is to be deducted and also to come out of the 20 per cent; as also any possible amount for work of stores he may decide to have done, and for which Bauman left estimate with me, and to which I added (just for luck) 20 per cent more!! The above percentage does not apply only on the furniture."

On April 27th Hayken reported "progress" saying he had had another hard "tussle" with the board of education; that he would have "another one on Monday; that they are coming slow." Then he branches off to the county work and says, "Parties on 20 per cent rake-off clamoring for substantial 'come down' of \$2,500; as inducement to hurry up signing; I must advise compliance, and now on receipt of this, 'please wire decision.' You of course are aware that first they must sign before 'I fork over,' and I shall take good care to have everything 'solid;' if desired by you shall arrange for \$10,000 on or about June 1st."

It is evident that Hayken had little or no use for Councilman McCormick as in a letter to Andrews & Co. under date of August 3, 1894, he said among other things: "Every one here conversant with the animus of the parties kick-