

very long document and much fault was found with its verbal construction, but not, we believe, with its intent. At length the Council committed Collett's bill to a special committee with instructions to prepare a substitute. This was done, and the new bill resulting was also made a substitute for both of Allen's measures.

The substitute is a long bill, is divided into sixteen articles, and is evidently designed to be a complete school code, sufficiently specific, explicit and detailed in its provisions to cover all questions that can arise in connection with the district schools, and the powers and duties of officers and teachers. It is also the apparent intention to so frame the bill that it will be easily understood and administered. From such an examination as we have been able to give the substitute, we have been led to regard it as well and carefully drawn, and on the whole commendable, at least so far as its mechanical construction is concerned. Its fiscal features will require to be considered in connection with the revenue bill now pending in the House.

One provision of the substitute school bill which has had, in certain quarters, an effect not unlike that of a red flag upon a bunch of bovines, is the one in relation to elections. We reproduce it, as given in section 1, article V.:

"Every male person of the age of twenty one years or over, who has been a resident of the school district for thirty days immediately preceding the day of election, and who is the parent of a child of school age residing in the district, or who paid a territorial or county school tax in any such district during the preceding year, or who has been assessed for any territorial or county school tax in any such district for the year in which any such election is held, shall be entitled to vote at any district school election."

The fathers of children in the neighborhood, and the men who pay the taxes, are by this provision given a voice in the management of the school of the district in which they reside, without regard to other qualifications respecting citizenship and the franchise. The theory everywhere is that a school election is not a public election; that it is an affair which concerns only a given and limited neighborhood, but in which the public at large has no interest, and that the qualifications of those who vote at it may be different from those of voters for public officers.

There are ultra Americans of foreign birth in Utah who are shocked at the idea of an alien

being permitted to vote—unless for their ticket; and the thought that a man who at any time lived with more than one woman in the semblance of marriage should be permitted to express his preferences by means of a ballot fills them with horror, mostly feigned. But a school election is more like that by the stockholders of a corporation than one for public officers, and under this view it is proper to let all residents of the district concerned in its school have a voice in its management.

One criticism we would make on the bill is that it does not permit females to vote at any school election, whether for trustees or on a tax or bond question. Women who pay school taxes should be permitted to vote on a tax or bond proposition. Thus instead of being too broad in giving voting privileges, the bill is not broad enough to meet the demands of natural justice.

#### ABOUT THE UNSATISFACTORY CONDITION OF THE COMPILED LAWS.

ON Thursday last, March 6th, the NEWS contained an article on the evils frequently resulting from the lowest bid system. It was shown that in confiding an important transaction to the hands of any person or firm, there were considerations more weighty than mere surface cheapness, which is often the most expensive process in the end.

As an illustration in point, the report of the legislative committee appointed under the statute on the subject, passed and approved in 1888, to compile and distribute the laws of Utah, was cited. The report made by the committee to the Assembly asserted that the contract for printing the laws was so imperfectly executed that the urgent necessity for the compilation was the only consideration that prevented the rejection of the work. Mr. Herbert Pembroke, the gentleman who was awarded the contract for the printing—because of his bid being largely below any other—has handed in, for publication, the following communication:

SALT LAKE, March 6, 1890.

Editor Deseret News:

In your article of Thursday, wherein you endeavor to prove it bad policy to award a contract to the lowest bidder, you do me injustice, and I beg of you space for an explanation.

At that time there was a "Printing House Association," comprising the prominent printing offices of Salt Lake, and this association adopted a scale of prices. I was not a member of the combination, and was bound by

no scale, but put in my bid, based on independent calculations. I was satisfied with the result.

The tendency of your article is to convey the impression that I am an incompetent printer. You know that such is not a fact, and so do all the printers of this city.

You must admit that the printing of the Compiled Laws was an excellent job.

My contract was for printing and binding the Laws of 1888, and it was fulfilled to the letter.

I now wish to defend myself against the report of the committee on compilation. The copy for the books was not arranged in a complete and intelligible manner; not one single section number was inserted in the whole batch of copy; these figures were inserted by me at the expense of a great many hours. The total cost of that work was nearly \$200. The committee would not pay me for this labor. A proof of this matter, and a proof of every page after its make up, was furnished by me. If laws were omitted and errors were left undetected, that was not my fault (my contract being for printing and binding the laws). And the committee ought not to blame me for it.

A great amount of small type composition was necessary which one could not estimate upon, for it was not written the time. For instance, the old volume of laws contained about 56 pages of index matter; the new books contained about 160 pages of index, more copious side notes, and larger small type headings, the entire extra cost of which was about \$500. This the committee also refused to pay, and I now charge the members of that committee with unfairness in arbitrarily withholding it from me. The committee in no instance kept its contract with me, and you can judge of its general incompetency when I tell you that the chairman of it came to me last week to get the figures upon which to prepare his report of some of the expenditures.

Yours, etc.,

H. PEMBROKE.

Referring to the impression alleged to have been conveyed in our article that Mr. Pembroke is an incompetent craftsman, such a construction is strained. The unsatisfactory condition of the Compiled Laws was stated to be the result of his being forced, owing to the lowness of his bid, to take one of two horns of a dilemma—"suffer loss or slight the work entrusted to him." He is not a poor workman, consequently the shape in which the Compiled Laws appear does him injustice in that respect.

Mr. Pembroke states that he is not responsible for the situation, and assails the legislative committee, who, however, are probably able to take care of themselves. In this respect he makes a very damaging admission—that the sections of the laws were not numbered in the copy, and that the numbers were inserted by him. He does not seem to understand that the section numbers are a very important feature of a law, and errors in that line are liable to destroy its meaning,