

lege to grade Seventh South Street from Ninth to Thirteenth East. Referred to the city engineer.

S. F. Baill & Company asked that \$11 be refunded them as excess payment to the city for conducting refreshment stands at the late Fair. Referred to committee on claims.

J. H. Bowman asked permission to pile building material on Canyon Road. Granted with the usual restrictions.

W. J. Tuddenham and Company presented a bill for \$131.25 for street coping done in front of the Wells and Whitney property. Referred to the committee on streets.

Isaac Barton asked for an extension of water mains from the corner of Oak and Walnut streets to the center of Oak and Plum streets. Committee on waterworks.

Jos. M. Lapley asked to be appointed as plumbing inspector. Filed.

Hyrum Barton asked for remuneration for injuries sustained on or about August 14, for being run over with the police patrol wagon. Referred to the committee on claims.

F. H. Dyer and others asked that water and sewer pipes be laid from Second South Street through Plum Alley. Referred to the committee on water works and sewerage.

Crismon & Scarff asked that their license be transferred to Earl D. Gray. Referred to the committee on license.

Burton & Groesbeck requested that liquor licenses be not granted to parties between Second and Third South streets on First East. Referred to the committee on license.

J. R. Jones asked permission to drive a well on Third West Street between Fifth and Sixth North streets. Referred to the committee on streets.

Ellsworth Daggart asked that he be recompensed for damage done his property by encroachment of a fence on a portion of his property on corner of Thirteenth East and Brigham streets. Referred to the committee on claims.

The committee on claims reported favorably on a bill of \$200 for the erecting of five voting booths for the conducting of the school election in July last. The same committee reported favorably on a bill of \$15 in favor of the New West Education Commission for the use of their school house for election purposes. The report was adopted.

City Engineer Doremus then asked permission to approve the plat of Douglas Heights addition.

Mr. Anderson objected to this general approval of plats. New streets were being opened up and becoming public property.

Mr. Pembroke thought it was not wise to restrict the city's growth. If the streets become city property, the abutting property became liable for taxes. He moved the plat be approved. The motion was carried and the plat approved.

The committee on license reported favorably on the petition of J. W. Parratt for a regular peddler's license.

James Bogan, a cripple, was

granted permission to maintain a fruit stand on Cunningham's corner on free license.

The committee on waterworks reported adversely on the petition of Charles R. Howe for permission to tap a private water pipe on the property of John F. Miller for the reason that the city has no jurisdiction on private water pipes.

The bill of Dr. W. H. Groves for five years use of his private water pipe was adversely reported on on the grounds that the pipe was tapped with his permission and without any benefit to the city.

The committee on waterworks reported favorably on the petition E. H. Parsons and others for the extension of the water mains on Plum Alley, from Second South Street east.

C. C. Olsen was also granted a free peddlers license for twelve months.

H. Keller was given a free peddler's license for six months.

C. W. Parker, John Sullivan and Wilson and Busby were granted liquor licenses; all renewals.

Councillman Pembroke offered a resolution providing that hereafter no water pipes of less than six inches in diameter be laid in the streets of this city. Referred to the committee on waterworks.

Mr. Pembroke also offered a resolution providing that the appointment of an assistant inspector of plumbing be temporary only, and that he receive \$100 per month while employed.

The city attorney stated that it had been reported to him that the Union Pacific was using Fourth West Street for storage purposes, in violation of the ordinance, and the people residing on that street were much annoyed by the action of the railroad. The attorney thought some action should be taken upon this at once, and he also suggested that a flagman be stationed at each street crossing. The matter was referred to the city engineer and the street supervisor.

The board of control of the Industrial Home reported that they could not legally rent a portion of the building to the day nursery, or any one else.

The city attorney stated that the case of C. P. Francis against the city, in which the plaintiff sued to recover \$1000 damages for injuries sustained by him through falling into a sewer trench, would come up in the district court today. The attorney had no doubt but what the city was liable, although to what extent he could not say. If the case went to a jury, the city might get much the worst of it. The plaintiff was willing to compromise for \$775, and he thought it would be wise to compromise on those terms. The amount was ordered placed on the appropriation list.

C. M. Papsley was appointed assistant plumbing inspector at a salary of \$100 per month.

The city engineer reported on the amount due the Utah Artesian Well Company for work on Liberty Park. The report was adopted and the amount, \$640, put on the appropriation list.

The report of the police judge for the month of October was then read and referred to the committee on police. The report is as follows:

Number of cases tried, 384.	
Fines assessed.....	\$2,625.00
Old fines collected.....	55.00
Costs collected.....	4.70
Cash on hand.....	377.85
Total.....	\$3,062.55
Fines paid in labor.....	\$1,370.00
Forfeitures set aside.....	40.00
Appeals to District Court.....	40.00
Cash paid treasurer.....	1,592.55
Cash on hand.....	10.00
Total.....	\$3,062.55

THE CITY AND COUNTY BUILDING

The plans and specifications for the proposed joint city and county buildings were completed and virtually accepted by the old city council. The "Liberal" administration, acting so far in unison with the agreement or understanding between their predecessors in office and Architect Apponyi, signed, with the county officials, the following

CONTRACT:

"This agreement, made in duplicate this 14th day of June, A. D. 1890, between Salt Lake City, a municipal corporation, of the Territory of Utah, and Salt Lake County, of the Territory of Utah, the parties of the first part, and C. E. Apponyi, of said City and County of Salt Lake, the party of the second part.

"Witnesseth:—That the said C. E. Apponyi for the consideration herein-after mentioned, promises and agrees to and with the party of the first part, and that he will promptly make and use the utmost care in preparing full and perfect plans and specifications necessary or needful for the erection and completion of the joint City Hall and County Court House building to be erected in said city, and for said city and county, and that the said second party will execute a bond in the penal sum of five thousand dollars to said first parties for the faithful performance of this agreement and guaranteeing and saving said first parties harmless from any loss, damage or injury sustained by said first parties in the erection and construction of said building by reason of any mistake or imperfection in the plans or specifications of said second party, and that he will make good any and all damages or injuries affecting said building or sustained by reason of, or growing out of, such mistake or imperfection as aforesaid.

And that the said C. E. Apponyi shall have the absolute control of the construction and supervision of said building until relieved as herein provided, and that he will use the utmost care, diligence and skill and faithfully superintending the construction of said building for the consideration and subject to the conditions herein-after named.

And the said first parties, in consideration of the premises, agrees to pay said Apponyi for his plans and specifications three and one-half (3½) per cent of the cost of said building, and for superintending the construction of said building one and one-half (1½) per cent of the cost of said building; said payments to be made in case said C. E. Apponyi superintends the construction of said building as well as furnishes said plans and specifications, in the following manner, to wit:

Twenty-five hundred dollars upon