

BOARD STANDS PAT AGAINST P. J. MORAN

All Efforts on the Part of the City Council Failed.

DEADLOCK STILL EXISTS.

Chairman Leonard Announced Positively That Action in Regard to Contracts Would Not Be Rescinded.

For nearly two hours yesterday afternoon the city council as a committee of the whole used every effort at its command to induce the board of public works to rescind its action in regard to the rejection of Moran's bid for the large street-paving contracts, and particularly in regard to the east Second and South contracts, so that at least some of the paving could be started before fall, but all efforts were unavailing, and the three members of the board who were present by invitation, stood firmly by the mayor in the fight against Moran, and when the meeting closed the deadlock between the council and board was stronger than ever, as Chairman Leonard announced positively that the board would not rescind its action in regard to any of the contracts.

SPECIAL MEETING.
It is very probable that a special meeting of the council will be held Thursday evening at which City Attorney Hille will furnish the council with a written legal opinion as to the duties of the board of public works with relation to the city council. Some action may be taken at the meeting to stop the re-advertising for bids started by the board without authority from the council.

BIDS WOULD BE HIGHER.

The general sentiment of the members of the council was that the board made a great mistake in rejecting the Moran bid for the Second South paving, especially and if the matter would have been legal the contract for that work would have been awarded by the council over the head of the board of public works. Even Moran's strongest friends in the council conceded that such action would be illegal, hence no attempt was made to do so. It was shown conclusively by statements of the city engineer and also of Tuddenham and Martin, who are contractors, that owing to the advance in wages and material in the last 90 days, the city could not expect to get any lower bids than those rejected by the board of public works on last Friday, and hence it was folly for the board to re-advertise and then have to accept a bid which could not possibly be lower but which, in all probability, would be higher than the one rejected.

LEONARD WAS CENSURED.

During the meeting, the board of public works, and particularly Chairman Fred J. Leonard was censured for disloyalty to the council, failing to report its action in regard to the rejection of the board. The failure of the board to do so was due to an opinion rendered by Assistant City Attorney Dinniny to the effect that the board did not have to report to the council until it accepted a bid, and submitted a contract for work to be approved by the council. Several of the councilmen disagreed with Dinniny as to the law in the matter, and scored him for his part in the transaction.

DINNINY CAUSES ANGER.

Dinniny also aroused the ire of the councilmen by his unhappy statement in regard to the board being composed of men of perhaps a higher business standing than the rest of the council. For this statement he was severely criticised and was given to understand in plain language that the opinion asked by the council was desired from Judge Hille. A number of very heated incidents occurred during the meeting and at its conclusion there was no indication of a settlement of the affair except in one way, and that is to allow the board to have its say and proceed with the re-advertising and then award the contracts as it recommends perhaps at a much higher bid than those rejected by the board.

CHARGE COLLISION.

The charge was made by Chairman Leonard that there was collusion between Moran and the Barber company in their bids and he stated that that was the reason for rejecting the bids. He was asked what proof he had to back up his charge and replied that he had none but he simply felt that there was collusion. Mulvey denied forcibly that there was any collusion and informed the chairman of the board that his opinion was as good as the chairman's in that matter.

ADVERTISEMENTS SENT.

When the meeting was called to order at 2 o'clock President A. J. Davis was chosen as chairman. The recorder then read the resolution providing for the advertisement of the board of public works to be present. The members of the board in attendance were Chairman Leonard, Sam Barlow and C. D. Roelke. During the reading of the resolution there was a loud silence which was broken by Chairman Leonard who walked over to Chairman Davis and handed to him a tabulated statement of the bids received at the same time remarking that the board had sent the advertisements for new bids to the western papers for publication and the bids would be opened on July 6.

CROSS-EXAMINED.

The cross-examination of Mr. Leonard then commenced. Fernstrom asked him why he had not reported the bids to the city council, to which the chairman made the following reply: "We did not have to present them. The city attorney said so. I asked his opinion in the matter. We were told that when we get new bids and make a contract we should send to the council a record of other bids and a statement of the re-advertising."

CITY ATTORNEY SAID SO.

Leonard—We would not advertise indefinitely.

Fernstrom—If you do it once, you would have the right to do it again and again.

Leonard—The former bid said the work was to be done this year.

Fernstrom—You re-advertised for bids on Second South street after the council had turned down the Barber contract.

Leonard—We were instructed by the council on three bids, and not on the Second South street work, but that was all the same thing.

Hobday—I don't see where you get authority to re-advertise.

Leonard—The city attorney says we have a perfect right.

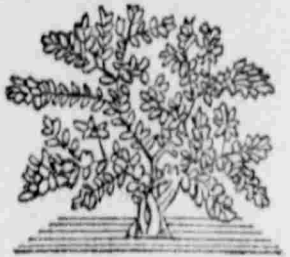
Fernstrom—I suppose you know that the ordinance under which you are working says you are not allowed to advertise in more than one paper without specially ordered by the council.

Leonard—I didn't know that.

FERNSTROM READ LAW.

Fernstrom took the trouble to read

TREE TEA



The Pure Good Tea

Imported and packed only by

M. J. BRANDENSTEIN & CO.
San Francisco, Cal.

the law on that question to the chairman so that he would be advised in the future.

Fernstrom—I would like to ask the city engineer if the bids rejected by the board are too high.

Mr. Kelsey—I don't think so.

Fernstrom—Are they likely to be lower again?

Kelsey—They were lower before.

Fernstrom—Then the conditions are the new bids will not be lower than the old.

Kelsey—I don't think so.

Ferry—What are the conditions that will make better bids?

Kelsey—Competition.

Ferry—Don't you think that there was competition in the other bids?

Kelsey—There were two bids.

Fernstrom—Was there any collusion?

Kelsey—I don't know.

BIDS WILL BE HIGHER.

Martin—One of the things that will make the bids higher in the future, and one that has had some influence on the bids of June 15 over those of April 11, is the fact that material and labor have increased in cost. Within 90 days I have raised the price of skilled mechanics once and of common labor twice. I used to get common laborers for \$2 a day, but now it costs me \$2.50 and \$2.75. Also, cement has advanced within the past 90 days at the rate of about 5 cents a barrel.

Ferry—What part of the contract can be accounted for by the raise of price of material and labor?

Martin—Ten, fifteen or twenty per cent. The increased price of cement, sand and gravel make a difference of 15 per cent, and labor adds 5 per cent.

Ferry—Has that been your experience, Mr. Tuddenham?

Tuddenham—Yes, sir.

Ferry—That is an important factor. Crabb—Mr. Kelsey, since the first advertisement was inserted and the bids submitted, what is the difference in price of cement?

Kelsey—I don't know.

Martin—As a basis of information, I wish to state that I helped a party buy 3,500 barrels of cement in April for \$2.50 per barrel, and the price is now \$2.50.

Ferry—Mr. Engineer, did you make an estimate on this work?

Kelsey—Only on east Second South. The total estimate on the four jobs, as they now stand is \$12,000 above the bidder's figures. Five per cent would be taken off for engineering expenses.

Mulvey—Mr. Kelsey, do you consider the contract a bid?

Kelsey—Yes, sir.

Mulvey—Then this thing resolves itself to the question: Can this committee and the board agree? I say a crime was committed when the council rejected the Barber bid. The engineer says the present bid is a low one. The question now is, will the board of public works agree with this committee to let the contract to the present low bidder? This committee and the board cannot agree. I, for one, shall stand with the board. There is no assurance that we will get a lower bid. If the board or the engineer has assurance that we will get a lower bid I am in favor of re-advertising. The worst thing that can happen is that we will not get a lower bid, and then we will proceed with the re-advertising and then award the contracts as it recommends perhaps at a much higher bid than those rejected by the board.

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be composed of men of high standing in the community and of higher grade than the men who compose the council. They should be business men of ability with the interests of the taxpayers at heart, and they are set as a check on the council.

Hobday—Has the board the right to re-advertise again and again and then report to the council?

Dinniny—That's my idea of it. There was a case in this state where the council instructed the water works committee to do some work that should have been done under the board. An injunction was sought and Judge Hille decided it in the district court. It went to the supreme court and the higher court held that the council's action was an interference with the board of public works. There was another case, and peculiarly enough, this was entitled Moran vs. Thompson. The contract as made by the board and submitted to the council was changed, and the supreme court held that the council had no right to interfere with the business of the board of public works.

WHO PAYS THE BILL?

Do you contend that the board has the right to go ahead and incur expense without authority from the council? They have the right to reject bids, but they have no right to re-advertise. They can open bids on July 6 and so on indefinitely until the bankrupt Salt Lake City and the State of Utah. Your opinion is that they may go on indefinitely. Who is going to pay? The common grater, as you say, will have to pay. I think you are in error. I am fighting for Second South street. Why was that turned down? Unless the council orders a re-advertisement, I will never vote to pay the bills. If I have to stay in the penitentiary all my life, irrespective of the opinion of the city attorney, I will do it. Is there any reason, Mr. Roelke, why the Second South street contract should not have been let?

Roelke—I should have been let.

Mulvey—Did you vote in favor of Second South?

Roelke—I did. Mr. Halloran and I voted for it, but there was a tie vote.

Ferry—I assume that the other three bids were too high.

BIDS WILL NOT BE LOWER.

Roelke—I didn't think that. There had been persistent rumors that the new bids would be under the Barber bid, and for that reason I think the present ones too high, but for no other reason. I don't think the bids will ever be as low again.

Ferry—Are you satisfied that the board acted with power?

Roelke—Not as to the re-advertising.

Davis—What was the real object for rejecting the bid?

Roelke—I can't answer that.

Davis—I will ask the same question of the chairman, Mr. Leonard.

Leonard—I will answer you. I'll ask the clerk to read section 13 in the specification—reading from specification—If there are reasonable grounds for supposing that any bidder is interested in more than one proposal, the board shall have the power to reject all of the proposals in which said bidder is interested.

Leonard—That is my reason.

Mulvey—Have you any proof of a collusion?

Leonard—No. It is hard to get proof. The stories have been in the air and in the press, and it looked like collusion to me.

Mulvey—That is a serious charge.

Fernstrom—I understand that certain parties have said that one contractor could not get the contract at any price. Did that have any influence upon your rejecting the bids?

Leonard—No, sir.

Mulvey—What contractor was that?

Fernstrom—I heard it said that Moran could not get the work at any figure, that he has been given enough and will not get any more.

Leonard—That cuts no figure with us.

Fernstrom—It doesn't make any difference to me, but I don't think the board has the right to spend a dollar of the city's money without authority.

THEY DIDN'T MEAN IT.

Leonard—We got the city attorney's opinion. We did not mean to be discourteous to the council. Hereafter you will get an abstract of all bids.

Mulvey—Didn't you criticize this body at your meeting Friday night? You say you were not discourteous, but the council was criticised at your meeting.

Leonard—I did not criticise.

Mulvey—Will you report the next time?

Leonard—Yes. We didn't mean to be discourteous, and we did not report this time because we did not think it necessary.

Ferry—Would you ask the attorney for the Barber people or Mr. Moran if either of them would accept the contract from the council in view of the legal complications?

Hempstead—The Barber people would certainly not accept a contract that was not duly executed by the board of public works. I don't think the council has authority to let the contract.

WOULD TAKE A CHANCE.

Ferry—Would you accept it, Mr. Moran?

Moran—I would accept the contract if awarded by the council and take a chance on the legality of the contract.

Cartier—Without approval by the board?

Moran—Yes. If they refused to approve what they ought to approve. Certainly, I would.

Fernstrom—We may all be common graters, but I think we have the law back of us in our stand. We may not be as good as the board of public

works, but I know some of them who could not be elected to the council. And—Hobday—You still believe that there are more high-finance graters in the pen than poor ones?

Fernstrom—And they have one in the board now who has been fighting me. I am here yet though. The only way to do is to instruct the board to proceed no further without a report to the council. The city council and the mayor are responsible for the city's finances. We are just as big as they are. If they go astray the common graters are responsible. If Moran and Hempstead entered into a collusion, we want to know it. But if there is a collusion that Moran has had enough and can't get any more work even if he is the lowest bidder, we want to know that, too. Moran is very unpopular. I know, but he has never brought suit against the city and has always done the work right.

DID GOOD WORK.

I was against him on the Brigham street paving because he was not the low bidder, but the contract was given to him because the city was satisfied he would do the work and do it right. I will make a motion that this committee recommend to the council that no further advertisement be made by the board until a report is made to the council.

Hobday—Unless this committee and the board can come together before Monday night, some one will introduce a resolution authorizing the board to re-advertise, for that is the only way out of the mess. If the board will rescind its action for Second South street, I will be in favor of ordering a re-advertisement on other work. I believe that the board is honest in its convictions that there was collusion in the bids.

Mulvey—Would the board rescind its action on Second South?

Leonard—I don't think they would. The other members are gone, and only Mr. Barlow and I are in the city. We voted against it.

Mulvey—There is nothing we can do. I move we rise.

Martin—I move that we go into special session at the end of this meeting.

Mulvey—We can not let the contract over their heads, so what's the use? As a member of the council, Mr. Leonard, I ensure you for not reporting the action of your board to this council. You are under our supervision.

LEONARD DIDN'T KNOW.

Leonard—I didn't know we were under your supervision.

Mulvey—Why didn't you report to the council?

Leonard—Didn't know we had to. The attorney says we did not.

Hobday—I move that when we adjourn, I will have the understanding that there is to be a special meeting of the council here on Thursday evening at which time we can have the written opinion of the city attorney as to the duties of the board of public works in its relations with the council.

Mulvey—With all due respect to the assistant attorney, I move that the written opinion be made by the city attorney, Mr. Hille. This is a very important matter, and Mr. Dinniny may get some points in law when he consults the city attorney. I expect them to consult in the matter.

After the Wells motion had been carried the committee arose and the council will probably be brought up again at the special meeting of the council tomorrow night.

GUILTY OF GAMBLING.

Three Men Were Convicted in Judge Diehl's Court.

Ed Blackwell, N. P. H. Yost, and W. H. Bare were tried in the criminal division of the city court yesterday on a charge of gambling, and were found guilty. The hearing was somewhat protracted, occupying most of the afternoon. T. Ito, a Japanese, was the principal witness against the men, and he will be tried today on a similar charge. The three men will be sentenced today. The quartet were arrested last week, when a raid was made by Detectives Rhodes and Wheeling on the poker rooms that have been running in the D. E. Walker building. The man identified W. E. Holden as the man in charge of the game, and the latter will have a hearing today on a charge of running a gambling house.

Harry Clark and Harry Cook, two youths arrested on Sunday by Detectives Shannon and Wilson, on suspicion of having burglarized the Sanitarium and the St. Nicholas hotels, were arraigned before Judge C. B. Diehl, who fixed their bonds at \$300 on each of two counts. They will plead this afternoon to charges of burglary.

Clark is 19 and Cook claims to be only 17, though he looks older. Atty. Soren X. Christensen was appointed guardian ad litem for Cook, until the arrival of the latter's father to look after the case. The parents of both boys reside in Ogden.

THE INHERITANCE TAX.

Gov. Cutler Writes His Views to New York Magazine.

Gov. Cutler has written the following letter to the editor of Smith's Magazine, New York, in which he expresses his views on the inheritance tax:

"Managing Editor, Smith's Magazine, New York. Dear Sir:—In answer to your letter of inquiry dated May 18, 1906, I beg to say that I have no objection to your using my views on the inheritance tax as a national policy. I beg to submit the following statement: I am decidedly in favor of a graduated tax on inheritance above

A PELVIC DISEASE Of Which Peruna Cured Me In a Very Short Time WAS SAPPING MY LIFE.



MRS. SOPHIA CALDWELL

MRS. SOPHIA CALDWELL, 1192 McGarock St., Nashville, Tenn., writes:

"After doctoring for a year and finding no relief from leucorrhoea resulting from prolapsed uteri, and which was sapping my life forces away, I finally tried Peruna, and when I found that it was helping me every day, it seemed almost too good to be true. "But, it not only helped me, it cured me and in a very short time. "I am now enjoying the best of health. "I am strong and free from pain, and I certainly feel that all praise and honor are due to Peruna."

Thousands of women will read the testimonials of Mrs. Caldwell as above given.

Thousands of them will be induced to try the remedy that saved her.

Thousands of them will have the same experience she had.

Peruna is the remedy such women need. Peruna comes like a boon to suffering womanhood.

Mrs. John Hopp, Webster Ave., Glendale, L. I., N. Y., has also been relieved of pelvic catarrh by Peruna.

a fixed value. It seems to me to be just and politic that one who receives a large bequest from a relative or friend, for which he puts forth the particular effort, should pay a tax graded according to the amount of the bequest. Such a tax involves no injustice to the one who amasses the fortune, and it can not be an injustice to the one who receives without effort the fruits of another's labor, to require him to use part of it in helping to bear the expense of government.

"When we consider the protection the government affords to the vast interests involved in these large fortunes, and the expense necessarily incurred in providing this protection, it seems to me perfectly equitable that those who receive the benefit should pay for it."

"As to details regarding the maximum inheritance to be exempt from taxation, and the amount and graduation of tax on inheritance above that value, opinions will differ."

"Regarding the advisability of an income tax I may write you later. Yours most sincerely,

"JOHN C. CUTLER," "Governor of Utah."

LIFE CRUSHED OUT.

Telephone Pole Fell on Thomas Layson, Killing Him.

Thomas Layson, aged 45, of 124 Mead street, was crushed to death yesterday afternoon at Buena Vista, five miles west of this city, by a telephone pole falling on him. He had secured employment from the Bell company only Monday, and was on a construction gang erecting poles at the time of his death. The pole in question was partly up when some of the men became uncertain in their hold, and dropping their poles, they called on Layson to run also, but he was not quick enough and was caught. The body was removed to S. H. Evans' establishment, preparatory to arranging for the funeral. The deceased leaves a wife and two children in destitute circumstances. Justice Smith decided an inquest unnecessary.

You Have Often Seen Women with marked bitterness or paleness of face, vitiated appetites and a craving for unwholesome food. These are signs of disordered liver, and the trouble must be corrected or worse results are sure to follow. Dr. Kennedy's Favorite Remedy dispels liver disease. Husbands and fathers cannot afford to trust this matter lightly.

TAKE A FEW ROLLS FOR YOUR PIANOLA

50 cts. Each

That's the way we are clearing out all the remaining Pianolas and Pianola-Piano Music that went through our fire undamaged. Some of the pieces sold regularly for \$2.50 and \$3.00, and now you have the choice of the lot for 50 cents.

CARSTENSEN & ANSEN CO.

74 S. MAIN STREET

Investment Worthy INVESTIGATION.

Money put in the bank brings a low rate of interest, but is generally safe. There are, however, other investments equally as safe and more productive. We list a full line of the following "stocks" and recommend them to your notice, believing that your security giving adequate results to the investor they cannot be excelled. McCormick mowers, binders, headers, reapers and rakes. International Harvester and Red Tag binding twine and rope. C. S. Cream Separators. E. Myers & Eno, and Red Jacket pumps. Oliver and Dower Pumps. H. H. Co. gasoline engines for all purposes. J. J. Case threshing machines, engines and horse-powers. The most complete line of light vehicles offered at any point west of Chicago. "Rebeller" automobiles demonstrated for durability, speed and hill climbing propensities. The farmer, rancher, stock-raiser and the public generally are invited to inspect our list of "wrecks" at Salt Lake City, Ogden and Logan, Utah, Idaho Falls and Montpelier, Idaho, and at thirty additional Idaho Falls located at different points in Utah, Idaho, Wyoming and Nevada. Correspondence addressed to the above points nearest located to your residence or shipping point incurs quick reply. Our general offices at Salt Lake City will be closed at one p. m. Saturdays from now until Sept. 1st inclusive, owing to the fact that unless we leave we receive freight after that date. During the week ending Sunday, June 24th, a force of men are at work from 10 a. m. until 2 p. m. filling orders for machine extras. Telephone us Independent 150 and 162 Bell 162. During the hours named. Watchman on the premises nightly.