

the said instrument of October 16, 1888, or these presents had ever been made.

"To have and to hold the same unto the said party of the second part, and to its successors and assigns forever, together with all the appurtenances and hereditaments thereto belonging or in anywise appertaining.

"In witness thereof the said party of the first part has caused these presents to be subscribed by its mayor and attested by its recorder, and its corporate name and seal to be thereunto affixed, the day and year first above written."

The least that can be said in relation to the foregoing instrument is that it is not consistent with the facts associated with the subject, neither does it accord with our proposition to the Council.

The history of the matter is, in brief, that representatives of your honorable body discovered that there was a remaining one-sixth interest in the Jordan dam, and the waters reserved by it, and on investigation found that the county court had, as a matter of record, in response to a petition, made a grant of it to the Hydraulic Canal Company.

The said Council committee made a proposition to the said company to the effect that if they would relinquish their right under said grant, and petition the county court to make a deed of the one-sixth interest to Salt Lake City, the municipal corporation would pay to the members of the canal company what they had expended in prosecuting their enterprise. The proposition was accepted and the county court was petitioned as proposed. On that ground a deed of the one-sixth interest in the dam and its storage capacity was made by the county court to the city. Your honorable body having received a deed, the company agreed, as shown above, to refund what the city paid in obtaining said deed, providing the city conveyed to the company what it (the city) received. The Hydraulic Canal Company ask for no right, title or interest to or in any other property acquired by the city at any other time or place.

The instrument submitted to us does not clearly convey what is asked for. It is voluminous and obscure in its terms, and consequently misleading. It is no such deed as was obtained from the county court by the city on the petition of the Hydraulic Canal Company. When it is considered that the original proposition for this company to relinquish their right to the one-sixth interest came from you, and we were sought after on the subject, we do not think that the offer of such an instrument as you have tendered is treating the Hydraulic Canal Company with the courtesy to which they are entitled, to say nothing of the equities involved in the matter. We repeat that the document is not in accord with our proposition. We respectfully decline to accept of it in its present form. We ask for a deed similar in terms and purport to that which you obtained from the county court, on the petition of the Hydraulic Canal Company. On the receipt of such an instrument, duly executed, from you to our company, the amount we expended in the prosecution of our enterprise, and which you refunded on our relinquishing the claim to the before-mentioned one-sixth interest in the Jordan dam and its storage capacity, we will pay you as hereinafter mentioned.

The proposition embodied in the foregoing communication is open till the 31st day of January, 1890.

C. S. BURTON, President.

RULON S. WELLS, Secretary.

Mr. Sharp moved that the communication be referred to the city attorney.

Mr. Richards said the relinquishment given had been referred to attorneys whom he supposed represented the canal company. He saw no safe way in which to give any deed save in the way it had been given. He would not recede from this proposition. He objected to it being again referred to him.

Mr. Roberts said it was plain what the company wanted. They had no title to the water they sold the city, and now wanted the city to give them a title to it.

The Mayor said he wanted to say something. He was not a member of the water company, but he liked to see justice and reason. He knew that the members of the City Council had pleaded for the purchase of the rights of the canal company.

Mr. Roberts denied that the mayor knew anything about the matter.

The mayor, however, insisted that he did.

Mr. Roberts again denied it, and insisted that the mayor did not know what he was talking about.

The mayor stated that he was a member of the County Court at the time, and was conversant with the transaction, notwithstanding Mr. Roberts' assertions.

Mr. Roberts asserted that he had claimed from the first that the canal company had no title.

Mr. Dooly (sotto voice) — Then why did he sign that report?

The discussion was cut short by the reference of the deed to the city attorney.

Jesse W. Fox, city surveyor, reported favorably upon the petition of Edward Harmon, who claimed certain land. The report was referred to the city attorney.

Assessor of Water Rates Hampton submitted the following:

In reference to the petition of Mr. Morris, asking a rebate on water license, received and referred to me by your honorable body on January 7, 1890, in reply I have to say that I went to the premises mentioned in said petition, and asked persons in such store where they got their water from, and was told "from the hydrant in Mr. Morris' yard, back of the store." I do not remember whether the parties asked were the proprietors of such. I accordingly assessed Elias Morris for the use of the water, as he is the owner of the buildings mentioned in said petition, and Mr. Giaugue, Mr. Morris' agent, knew of the assessment and paid the amount stated.

The claim of Mr. Morris was not allowed.

B. Y. Hampton, collector of water rates, asked an appropriation of \$19.50, as per accompanying check. Referred to the committee on license.

Charles Feveryear asked that some action be taken looking towards the extension of the water mains past his premises.

The report of the Salt Lake water commission was received, and its reading deferred till the next meeting.

The quarterly reports of the street supervisor and the city sexton were received and referred.

Grant Bros. Company presented a

bill for \$17.50 for damages sustained to a vehicle through running into a sewer bank. Referred to the mayor.

John C. Mackay, secretary, submitted the following: "I am instructed by the board of presidents of the canal companies to notify you that your proportion of expense to date, in dredging the Jordan River, making a cut to the lake, and paying freight on timber and slag for a dam is \$700, less \$200 which you have paid, and would like you to act upon it as soon as possible. Please issue your order in favor of John McAllister, who has charge of the work."

Referred to a special committee.

The resolution for a memorial to Congress, asking for an appropriation for the erection of government buildings in Salt Lake, was taken up. The amendment proposing to donate half of Washington Square to the government was laid on the table, and the resolution was passed without amendment. Copies were ordered forwarded to Delegate Caine.

The Council adjourned till next Tuesday evening.

AN ALGERIAN WEDDING FEAST.

A marriage celebration in Algeria is an interesting relic of ancient customs. The bridegroom goes to bring the bride, and the guests assembled outside the house will wait for his coming. Soon the sound of pipes is heard coming from the summit of some neighboring hill, and the marriage procession approaches the bridegroom's house. The pipers always come first in the procession, then the bride muffled up in a veil, riding a mule led by her lover. Then comes a bevy of gorgeously dressed damsels, sparkling with silver ornaments, after which the friends of the bride follow. The procession stops in front of the bridegroom's house, and the girl's friends line both sides of the pathway. The pipers march off on one side, while the bridegroom lifts the girl from the mule, and holds her in his arms. The girl's friends thereupon throw earth at the bridegroom, when he hurries forward and carries her over the threshold of his house. Those about the door beat him with olive branches, amid much laughter. In the evenings, on such occasions, the pipers and drummers are called in, and the women dance, two at a time, facing each other; nor does a couple desist until, panting and exhausted, they step aside to make room for another. The dance has great energy of movement, though the steps are small and changes of position slight, the dancers only circling round occasionally. But they swing their bodies about with an astonishing energy and suppleness. As leaves flutter before the gale, so do they vibrate to the music; they shake; they shiver and tremble; they extend quivering arms, wave veils, and their minds seem lost in the *abandon* and frenzy of the dance, while the other women, looking on, encourage by their high, piercing, thrilling cries, which add to the noise of the pipes and drums.