

ings and specifications, they, the said second parties, shall report the fact of such refusal to the said mayor and chairman.

The first parties agree to pay the second parties for their services as supervising architects as aforesaid a further sum equal to one and one-half (1½) per cent. of the amount of the accepted bill for the construction of said building, to be paid as follows, together with the additional one and one-half (1½) per cent. for the plans, drawings and specifications, to wit: The said second parties shall be entitled to receive at the end of each month a sum equal to three (3) per cent. for the aggregate amount which shall have been paid during such month to any contractor for work done in or about the construction of said building, and for materials used in its construction and actually in place in said building.

The first parties reserve to themselves the further right, however, of discharging the second parties from the said supervision of said building, whenever the first parties may for any reason see fit to do so, upon paying to the second parties or when the second parties shall have been paid a sum equal to three and one half per cent. of the amount of the accepted bid or bids for the construction of said building as and for their compensation for the said plans, drawings and specifications in addition to the one and one-half per cent. (1½) of the aggregate amount paid by the first parties for the work performed upon and materials actually in place in said building up to the date of such discharge due to said second parties for their services in said supervision.

And nothing in this contract contained shall be construed as prohibiting the first parties from employing an inspector to inspect the work being done and materials being furnished and used in the construction of said building and reporting upon the same to the first parties.

It is further agreed by the first parties that the contract or contracts, as the case may be, for the construction of said building shall be awarded as soon as reasonably possible after the bids for the construction have been duly advertised for, received and accepted.

But this contract is made under and subject to the provisions of a certain contract heretofore entered into between said city and county, relative to their joint erection of a joint public building upon said Eighth ward square; and in case legal proceedings shall be instituted to restrain said city and county or either of them, from carrying said contract between themselves, or this present contract into effect, the running of time herein provided for the doing of any act or thing by any of the parties hereto, shall be suspended during the time necessarily elapsing until the termination of said legal proceeding or proceedings; provided, that said city and county shall use all reasonable diligence on their part to bring such legal proceeding or proceedings to a termination as speedily as possible.

In witness whereof the parties of the first part, said Salt Lake city, by resolution of the City Council, has caused these presents to be subscribed by its mayor and its corporate seal thereto affixed, and attested by its recorder; and said Salt Lake county, by resolution of the County court, has caused these presents to be subscribed by the chairman of said court, and the seal of said court thereto affixed, and attested by the clerk of said court; and also said second parties have hereunto set their hands and seals on the date herein first written.

The first council of Nice opened June 10, 312.

SCHEMES AND SWINDLES.

One of the most recently developed frauds which is now being perpetrated upon the people of St. Paul is the so-called "clothing and suit club." This scheme had its inception in the old clubs, which for many years past it has been customary to form in large workshops and factories, the employees paying 50 cents or \$1 per week into a fund and drawing lots every week to see which member should receive the aggregate payments for the week. Say forty employees join the club, there would be a lump sum for one of the members every week, until after the lapse of forty weeks all the members had had their turn. The club would then lapse or be re-formed. There were no fees or commissions, and fraud was guarded against by the cashier of the firm who could see that no member skipped out without paying up his share, after receiving the sum total of the weekly payment. This mutual plan gave the members of the club a lump sum of money and did away with the necessity for any one not of a saving disposition to run into debt.

This harmless and advantageous plan has been skillfully elaborated by numerous unscrupulous schemers, who have been operating in St. Paul, Minneapolis and other Western cities for some months past. The operator of the scheme induces forty persons to join his "clothing" club, the fee being \$1 per week. Every week there is a drawing or lottery, and the first lucky man who draws the winning number gets his suit of clothes for \$1. The second week another man gets a suit of clothes which has cost him \$2, and so on until the fortieth man has his turn, when if the operator of the club is honest, he also secures his suit, but pays \$40 for it.

As one member per week is supposed to drop out the total sum paid into the club in the forty weeks is \$820, which would give to each member a \$20 suit and \$20 over. The operator claims not to make any commission out of the weekly payments made by members, but makes a commission from the tailor who makes each suit of clothes. This is of course made indirectly at the expense of each member and its amount depends upon the agreement made between the operator and the tailor. The club members are therefore paying the operator a commission on their suit, which they could just as easily obtain the benefit of themselves by going in the usual way to their tailor without the intervention of the superfluous and expensive go-between operator.

In addition to the commission made in this way the operator pockets \$20 surplus over the \$800 required, and in addition confiscates all payments made by club members who lapse or run behind in their payments.

A variation of the scheme is to take in a new member as the old ones draw their suits and drop out, the unlucky members who do not draw a winning number within forty weeks being given a suit without drawing. This is supposing the operator is honest, which with the class of men who work such schemes, is not always the case. Whichever way the scheme is worked, it is an expensive and risky way of obtaining a suit of clothes, and simply

means that the persons who are simple enough to allow themselves to be drawn into such dubious schemes, are supporting a smart rascal who is too lazy to earn an honest living. Often, however, the operator is purely and simply a rogue who robs the club members right and left as occasion offers, and at the best the whole scheme is a lottery, and as such its operation is unlawful.

Another cunning scheme which has been worked successfully for several years past is the enlarged photograph "fake." The scheme can be illustrated by the experience of a member of the last Minnesota legislature. This member received one day during the session a letter postmarked "Chicago," nicely typewritten and couched in flattering terms. The letter purported to be from an "art and portrait" firm, and went on to say that the firm had heard of the legislator in question and were desirous of making a handsome enlarged photograph of him; if he would be good enough to send them down a good cabinet photograph of himself they would esteem it a great favor, and all they would ask in return would be that he use his influence to secure them further orders in his own locality or among his friends. The letter closed with a suggestion that if the gentleman desired they would place a handsome frame around his enlarged picture at a nominal cost. The legislator who received the letter was greatly flattered to think that his name had traveled so far in such a short space of time, and he magnanimously sent a photograph of himself to the Chicago firm and gave them permission to frame the picture when completed. Two or three weeks later he received a notification from one of the express companies in St. Paul stating that there was a parcel lying at their office for him upon which there was \$25 to pay. He went down to the office, learned the parcel was from Chicago and naturally concluded it was his life-size picture. He wondered at the heavy charge, but having drawn his per diem the day before and feeling in an unusually generous frame of mind, besides being not a little curious to look upon a life-size presentment of his own noble features, he paid the \$25 and carried the picture up to his room. There he opened it up and found a cheap daub of a crayon-touched enlarged photograph mounted in a frame of the trashiest description, the whole affair not being worth \$5.

This has been the experience of hundreds of St. Paul citizens, many who are reputed to be sharp, shrewd business men, having fallen victims to the subtle flattery of the first letter. To show what profit the Chicago operators of this scheme make, it may be stated that there is a large and reputable firm in New York who will enlarge any photograph to life size for \$1 including postage, and with a few touches from a crayon it can be made, even by an inexperienced amateur, to look as well as the production of the Chicago firm who work this swindle. This can be framed for four or five dollars quite handsomely, costing, altogether not to exceed \$6. The Chicago firm have allowed two or three victims to escape for \$15, but others have paid as high as \$40, so that their profits must be immense.