

tection of men. We expect to do that, and to maintain all correct principle. I will tell you what you will see by and by. You will see, trouble, trouble, trouble enough in these United States. And as I have said before I say to-day, I tell you in the name of God, Woe! to them that fight against Zion, for God will fight against them. But let us be on the side of human liberty and human rights and the protection of all correct principles and laws and government, and maintain every principle that is upright and virtuous and honorable, and let the world take the balance if they want, we don't want it. We will cleave to the truth, God being our helper, and try to introduce principles whereby the will of God will be done on earth as it is in heaven. And we will obey every institution of man for the Lord's sake so far as we can without violating our consciences and doing things that are wrong and improper.

God bless you and lead you in the paths of life, in the name of Jesus. Amen.

#### FINAL SETTLEMENT

OF THE SUIT FOR DAMAGE, CAUSED BY OVERFLOW OF UTAH LAKE, BY ARBITRATION.

At last evening's session of the City Council the committee appointed some time since to represent the corporation in the adjustment of the controversy between the land-owners of Utah County and the several canal companies of this county made the following

#### REPORT:

SALT LAKE CITY,  
February 10th, 1885.

To the Hon. Mayor and City Council of Salt Lake City:

Gentlemen.—The undersigned, a special committee appointed by your honorable body to represent the interests of Salt Lake City corporation in relation to the Jordan dam and the waters of Utah Lake, respectfully report that about the 8th day of August, 1884, certain parties, residents of Utah County and owners of land on the borders of Utah Lake, commenced legal proceedings in the District Court of Provo, by entering five suits against the parties in Salt Lake County interested in the dam, to recover damages amounting to about \$8,000 (this however being only about one-half of the amount claimed.) The owners of the dam are Salt Lake City, Salt Lake County, the South Jordan Canal Company, North Jordan Canal Company, East Jordan Irrigation Company, and the Utah & Salt Lake Canal Company. A meeting of the above parties was called, and after due deliberation it was decided that each party defend its respective interests. Accordingly, answers to the several complaints were prepared by the respective attorneys and filed in court. Before the cases came on for hearing, a proposition was made to submit the whole matter to a board of arbitration, composed of six members from Utah County, and six members from Salt Lake County, with Presidents John Taylor and George Q. Cannon to preside. This proposition was accepted and all parties agreed to abide the decision.

Said board convened at Provo on the 10th day of November, 1884. Claims for damages amounting to about \$17,000 were presented for adjudication. The board remained in session three days and then adjourned for two weeks, so that all parties who desired to do so might have an opportunity to bring in their claims.

The board met pursuant to adjournment, and continued in session two days, giving all parties the utmost freedom in presenting their respective claims, and after this long and patient investigation and mature deliberation, the board rendered the following

#### DECISION.

First—that the water way of said dam shall be not less than seventy-two feet, including the uprights in said dam as at present constructed, and that a plank or piece of timber six inches in height placed upon the top of the 4 x 6 pieces of timber already spiked to the floor of said dam as appears according to the survey of said river made by Mr. A. F. Doremus in September, 1884, shall be considered and constitute the sill or base of said dam, and monuments shall be established or erected to perpetuate the same as an initial point.

Second—that the point as indicated by the three monuments at present located in said Utah Lake shall be and the same is hereby established as low water mark.

Third—that at any time in each year to be fixed by the Commissioners hereinafter provided for, the high water of Utah Lake shall have receded to a level of three feet, three and one-half (3 1/2) inches above the low water mark, as above established, the owners of said dam shall have the right without hindrance from any person or persons to cause the waters of Utah Lake to be held back by regulating said dam not to exceed, at any time, the said 3 feet 3 1/2 inches, as established above the low water mark, and to use the said water as they may desire until such date on or after the first day of October, as the Commissioners hereinafter provided for shall decide. On which date the owners of said dam shall open the entire water way of said

dam (excepting the uprights) down to its sill or base, and permit the said water to run free; Provided, that if in any year, on or after the 15th day of March, it shall be ascertained by said Commissioners that the fall of snow during the past winter has been light, and if the said Commissioners are of the opinion that the waters of Utah Lake will probably not rise during the current season to the highest level hereinbefore mentioned, then the said Commissioners shall permit the owners to raise said dam to a height to be fixed by said Commissioners, that will cause the water of said lake to raise to said level. And that if it shall be ascertained by experience and observation that the owners of said dam can obtain all the water necessary for irrigation purposes by keeping the water way of the dam open until the waters of Utah Lake shall have receded below the highest level mentioned, then said commissioners shall require the water way to be kept open until the water recedes to such level as the commissioners shall deem sufficient to supply the owners of said dam with water.

Fourth—that the owners of said dam shall be held responsible to the parties owning land along the shores of Utah Lake, for the payment of all damages sustained by said land owners of Utah County, by any obstruction being placed therein contrary to the spirit and intent of this decision, and the amount of said damages shall be determined by said commissioners hereinafter provided for.

Fifth—And should it be ascertained that the parties owning said dam cannot obtain sufficient water for irrigation purposes, at the highest point designated in this decision, then said water may be raised and said level increased to such height and on such terms as the representatives of all parties interested may agree upon.

Sixth—That on or before the 1st day of January in each year, the companies and corporations, or their representatives owning said dam shall meet together and elect or appoint two persons, and the parties owning land along the shores of Utah Lake, shall also meet on or before said date, and elect or appoint two persons, and the four persons so elected or appointed shall meet together on or before the 1st of February in each year, and elect or appoint one disinterested person who must not be a resident of either Salt Lake or Utah Counties; Provided that if the two commissioners elected from each county cannot agree upon the fifth member of their board on or before the 15th day of February in each year, then the Presidents of the Salt Lake and Utah Stakes of Zion shall elect the person to occupy that position. And the said five persons so elected or appointed shall constitute the commissioners herein mentioned. The compensation of said commissioners shall be \$4 per day each, and their actual mileage for the time expended. Upon the board being formed said commissioners shall enter into bonds to the acceptance of the probate judge of Salt Lake or Utah Counties, for the faithful performance of their duties as such commissioners, and in case of disability, death, removal or otherwise, of any of said commissioners, said vacancy may be filled by appointment of the presidents of Salt Lake and Utah Stakes, until the next election, so that no injuries may be sustained by any of the parties interested, through any inaction of said commissioners.

Seventh—It is further decided that the said canal companies shall have the privilege of cutting through the bar in the lake, at the head of the river, and of dredging the River Jordan, and lowering it such a depth as by an accurate survey shall be considered proper, so as to permit a more rapid flow of water, and to secure to themselves a more reliable supply of water by being enabled to draw it from a lower level in the lake than is at present possible, provided a gate or dam is put in at a suitable place in the river, or at the bar, and thus be able to make and maintain a reservoir in the interest of the canals and citizens of Salt Lake County and City, as shall be permanent; also to have a right to use Utah Lake as a reservoir with full right to maintain their dam as at present constructed and subject to the foregoing regulations.

Eighth—that the necessary expenses incurred in the adjustment and management of said dam and the height of the water in Utah Lake shall be paid by the owners of said dam; and that the above-named parties, namely—Salt Lake County, Salt Lake City Corporation, the Utah & Salt Lake Canal Company, the South Jordan Canal Company, the North Jordan Canal Company, and the Draper or East Jordan Canal Company, do hereby, for and in consideration of the concessions herein specified, and as a compromise, and to cancel all claims for alleged damages or otherwise to this date, will pay to the parties of Utah County the sum of \$8,000.

The decision was unanimously adopted by all parties present, said parties agreeing to ratify the same as soon as the attorneys put it in legal form for signatures. The attorneys prepared the following agreement to be signed by the parties in interest:

#### AGREEMENT.

This indenture, made this—day of—in the year of our Lord 1885, between (here follow nearly 500 names of the parties in Utah County owning property on the borders of Utah Lake) the parties of the first part, and Salt Lake County, Salt Lake City, the Utah and Salt Lake Canal Company, the South Jordan Canal Company, and the

North Jordan Canal Company, and the East Jordan Irrigation Company, all corporations in Salt Lake County in said Territory, the parties of the second part, witnesses:

That the said parties of the first part, and each of them, for and in consideration of the covenants, and agreements hereinafter contained, and the sum of \$8,000—to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged; have granted, bargained, sold, conveyed and confirmed into the said parties of the second part, and to their, and each of their successors and assigns forever, the right to maintain the dam in the Jordan river known as the "Jordan Dam," situated at or near the boundary line between Salt Lake and Utah counties, as at present constructed. An opening or water way through said dam to be left at all times free and open, except as hereinafter specified, for the passage of water as follows, to-wit: The width of said opening to be as at present established, including supports and uprights; the whole width including such supports being 22 feet more or less; the bottom of such opening or waterway in said dam to be six inches above or higher than the bottom of the opening or waterway in said dam, as at present constructed, when free from boards or temporary obstructions; also the right, free from interference or liability for damage, to flow the lands of the said parties of the first part, or either of them, to the extent which the dam as above described may cause the same to be flowed by the waters of the said Jordan River, Utah Lake or otherwise. Also the right in addition to the foregoing, free from liability for damage, to flow the lands of the said parties of the first part, or either of them, to the extent which may be caused by placing obstructions in the waterway in said dam hereinafter mentioned, according to the limitations hereinafter specified, for the purpose of holding back or maintaining the waters in Utah Lake at an elevation or height not to exceed three feet and three and one-half inches above the points heretofore established, and recognized as low water mark in said lake, when the waters in said lake would otherwise naturally fall below such height or elevation that the water so held back might be saved for use by the said parties of the second part when needed.

The lands as severally owned by the said parties of the first part hereinbefore mentioned, and which may be affected by these grants, are situated in Utah County, adjacent or near to Utah Lake, and are more particularly described in exhibit "A," hereto annexed and made a part of this indenture. To have and to hold the said granted rights, easements and servitudes, together with all the rights and privileges in anywise pertaining thereto, unto the said parties of the second part, and to their, and each of their successors and assigns forever.

For the purpose of better carrying the foregoing into effect, it is hereby mutually agreed by and between the parties hereto, that on or before the first day of January in each year, the parties hereto shall each respectively appoint two persons, and the four persons thus appointed shall meet together on or before the first day of February in each year, and select as umpire a disinterested person, who must not be a resident of either Salt Lake or Utah County; and each of said persons before entering upon the duties herein specified, shall enter into bonds in the sum of \$2,000, for the faithful performance thereof, to the satisfaction or acceptance of the Probate Judge of either Salt Lake or Utah County. The persons so appointed shall continue to act until others are appointed and qualified to succeed them.

The said persons shall constitute a board, and are hereby empowered as the legally constituted agents of the parties hereto, to determine and direct where and to what extent obstructions may be placed in the said waterway of the dam, for the purpose of storing the lake with water for future use, not to exceed the highest elevation herein before specified; Provided, that if in any year, on or after the 15th day of March, it shall be ascertained by said Board that the fall of snow during the past winter has been light, and if the said Board are of the opinion that the waters of Utah Lake will probably not rise during the current season to the highest level hereinbefore mentioned, then the said Board shall permit the said parties of the second part to raise said dam to a height to be fixed by said Board, which will cause the water of the said lake to rise to the said level; and if it shall be ascertained by experience and observation that the said parties of the second part can obtain all the water necessary for irrigation purposes by keeping the waterway of the dam open until the water of Utah Lake shall have receded below the highest level mentioned, then the said Board shall require the waterway to be kept open until the water recedes to such level as the Board shall deem sufficient to supply said parties of the second part with water. And Provided, further, That when at any time in each year to be fixed by said Board the high water of Utah Lake shall have receded to the highest elevation above herein specified the parties of the second part shall have the right without hindrance from any person or persons, to cause the waters of Utah Lake to be held back, by regulating said dam not to exceed the elevation above mentioned, and to use the said water as they may desire, until such date on or after the 1st day of October as the said Board shall de-

cide; at which date, the said parties of the second part shall open the entire waterway of said dam (excepting the uprights) down to the sill or base thereof and permit the said water to run free.

That the members of said Board shall receive compensation at the rate of \$4.00 per day, with actual traveling expenses which the parties of the second part hereby agree to pay.

It is further agreed that the said parties of the second part shall have the privilege of cutting through the bar in the Lake at the head of the said Jordan river, and of lowering the same to such a depth as by an accurate survey shall be considered proper, so as to permit a more rapid flow of water and to secure to themselves a more reliable supply of water by being enabled to draw it from a lower level in the lake than is at present possible; Provided, a gate or dam is put in at a suitable place in the river or at the bar, and thus be able to make and maintain a reservoir in the interest of the parties of the second part that shall be permanent. Also to have a right to use Utah Lake as a reservoir with full right to maintain their dam as at present constructed and subject to the foregoing regulations.

In witness whereof, the parties of the first part have hereunto set their hands and seal, and the said parties of the second part have each caused its corporate name and seal, to be subscribed and affixed the day and year first above written.

Here follow all the signatures of both parties.

The foregoing agreement has been signed by both parties and is now ready to be placed on the County Record. The sum of \$8,000, the amount named in the agreement, has been paid to the First National Bank of Provo, to be drawn upon the order of A. O. Smoot, to be paid to the parties to whom it was awarded. By an agreement between the six parties interested, Salt Lake City pays \$2,000, Salt Lake County, \$2,000; the South Jordan Canal Company, \$1,000; the North Jordan Canal Company, \$1,000; and the East Jordan Irrigation Company, \$1,000, in all \$8,000.

The \$2,000 paid by Salt Lake City, we respectfully ask you to appropriate from the canal fund. In addition to the above award, President John Taylor, as Trustee-in-Trust, made a donation of 3,000 bushels of wheat, to be distributed as follows: 1,500 bushels to assist those who lost their crops by high water in Utah County; 1,000 bushels to aid the Utah and Salt Lake Canal Company in changing and lowering their canal; and 500 bushels to be distributed to aid poor men associated with the several canals in Salt Lake County, in paying their assessments.

It will be seen by the agreement that hereafter the dam will be entirely controlled by a board of five commissioners, who have been elected and qualified for the year 1885, consisting of the following named gentlemen: For Utah County, James Aiken and Israel Evans; for Salt Lake County, Robert T. Burton and Francis Armstrong; with the fifth man for umpire, viz: Wm. R. Smith, of Davis County. With the dam under the control and management of the above board, we feel assured that the rights and interests of all parties will be maintained, and while the owners of land on the borders of Utah Lake will be protected, the several canal companies will have a permanent reservoir in which to store water in times of scarcity.

The board have entered upon their duties and have established monuments by which to determine the low water points indicated in the agreement. The water in Utah Lake is two feet higher now than last year at this time, and the prospects are that we shall have another season of high water. The inhabitants of both counties are to be congratulated on the peaceable and amicable settlement of this long vexed question, which, for the last 12 years, has threatened to involve the two counties in interminable litigation and expense. The inhabitants of both counties are under great obligations to President John Taylor for his munificent donation, and also for his untiring energy, perseverance and disinterestedness in laboring to bring this matter to so successful an issue.

JAMES SHARP, Mayor,  
F. S. RICHARDS,  
City Attorney,  
JOHN R. WINDER,  
Watermaster,  
Special Committee.

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