

In her poems there was a strong pathetic element for which she was sometimes criticised, and which she appropriately explains in a beautiful poem entitled, "My Lyre is not Toned to Mirth and Glee:"

I would sing to you a happier song,  
But my lyre is not toned to mirth and  
glee:

The goddess, in passing, just swept them  
along  
And left a few sorrowful notes to me.

I would sing of pleasure to those that are  
gay.

Whose hearts are young, and whose hopes  
are bright;

But pleasure is fleeting and passes away,  
And after the morning there cometh the  
night.

Then let me sing to the heart that is sad,  
To the soul that is bowed with grief and  
care;

I will tell of a land that is fair and glad,  
And the loving friends that will greet us  
there.

But give to my lyre a happier tone,  
And I'll touch the chords with a joyful  
air;

For he that is faithful shall wear a crown,  
In the days of eternity fresh and fair.

#### CITY COUNCIL.

The City Council met in regular session at 7:30, on Tuesday evening, January 14th, Mayor Armstrong presiding.

L. Moth Iverson requested a reconsideration of his claim for damages alleged to have been done to his property through negligence of the city in not taking care of a water ditch. He asked that another committee be appointed in his case. Mr. Smith thought the petition should have some further consideration. Considerable damage had certainly been done to his house.

Mr. Dooley objected.

Mr. McCormick was one of those who visited the house in question, and at that time there was no evidence that the city ever made or had a ditch there. The water simply came down of its own accord. If Mr. Iverson had taken precaution the trouble could have been avoided. The petitioner certainly had no claim upon the city.

Mr. Smith still urged that some action be taken.

Mr. Dooley did not think the city was responsible for a water-spout. If so, he had a similar claim.

The petition was laid on the table.

Andrew P. Soderberg also asked a reconsideration of the action of the Council in reference to the ownership of some land claimed by him. Similar cases had come before the Council, with no more rights than he had shown, and they had been granted.

Mr. Carlson favored some favorable action being taken, if it was at all consistent.

Referred to the committee on claims, with the city attorney associated.

W. B. Dougall, superintendent of the Deseret Telegraph company, submitted the following:

The city license collector having applied to us for the payment of

license for the year 1890, I wish to respectfully call your attention to the following extracts from the case of Leland, plaintiff in error, vs. the Port of Mobile, as decided by the United States Supreme Court at the October term, 1887. The paragraphs quoted were submitted by the plaintiff and the court's decision sustained them, viz:

1—Where a telegraph company is doing the business of transmitting messages between different states and has accepted and is acting under the telegraph law passed by Congress July 24, 1866, no State within which it sees fit to establish an office can impose upon it a license tax, or require it to take out a license for the transaction of such business.

2—Telegraphic communications are commerce, as well as in the nature of postal service, and if carried on between different States, is inter-state commerce and within the power of regulation conferred upon Congress, free from the control of State regulations, except such as are strictly of a police character; and any State regulations by way of tax on the occupation or business or requiring a license to transact such business, are unconstitutional and void.

3—A general license tax on a telegraph company affects its entire business, inter-state as well as domestic, or internal, and is unconstitutional.

4—The property of a telegraph company, situated within a State, may be taxed by the State as all other property is taxed; but its business of an inter-state character cannot be taxed.

As this applies, in its general form, to our case, we claim exemption from city taxes as exacted.

Referred to the city attorney.

H. L. Tuckett and others asked that the water mains be extended in front of their premises at once. Referred to the committee on water-works.

The recorder stated that the articles of incorporation of the Salt Lake Rapid Transit Company had been filed with him, and the document was referred to the city attorney to assist in drawing up the charter.

The following communication was read:

To the Mayor and Members of the City Council:

Gentlemen—The president of the Hydraulic Canal Company has received the following note:

"Dear Sir—I have the honor to inform you that the relinquishment from Salt Lake City to the Hydraulic Company of the interest in the waters of the Jordan river and the Jordan dam, acquired by the city, through deed from Salt Lake County, dated October 16, 1888, is now executed and will be delivered to you upon payment to the city treasurer of the sum of \$9,697.94. Respectfully, Heber M. Wells, City Recorder."

The document referred to in the foregoing was executed by the direction of your honorable body in consequence of this company having tendered to you the following proposition: "If the Council of Salt Lake City will authorize the mayor to deed the one-sixth interest in the Jordan dam and its storage capacity to the Hydraulic Canal Company, on the execution of said deed we will cheerfully refund the money received by us as members of said company. This proposition will be held open until and including January 1, 1890."

That this communication may be clearly understood, we annex a copy

of what you said purports to be a deed and which you offer in response to our proposition:

*"Purporting to be a deed from the City to the Hydraulic Canal Company."*

"This indenture, made the — day of January, A. D. 1890 between Salt Lake City, a municipal corporation in the Territory of Utah, party of the first part, and the Hydraulic Canal Company, a corporation existing under the laws of said Territory, party of the second part, witnesseth:

"That whereas, on the 16th day of October, 1888, Salt Lake County made, executed and delivered to said Salt Lake City corporation a certain instrument in writing, purporting to be a deed, bearing said date, which was recorded in the office of county recorder of Salt Lake County, Utah Territory, in Book 210 of deeds and transfers, pages 1545, on the said 16th day of October, 1888, and purported to convey to the said Salt Lake City an undivided one-sixth interest in all the waters of the Jordan River as measured at the dam herein described; also an undivided one-sixth interest in that certain dam erected by the party of the first part in the said Jordan River at or near the line running east and west between lots three (3), four (4), seven (7) and eight (8), section twenty-six (26), township four (4) south, range one (1) west, Salt Lake meridian, situate in Salt Lake County, Utah Territory; and,

"Whereas, By resolution of the City Council of Salt Lake City, adopted on the 24th day of December, 1889, it was ordered and directed that a transfer and relinquishment of any and all right, title and interest in and to the waters of said Jordan River and said dam, acquired by said city through, by or under said deed, be conveyed to said Hydraulic Canal Company for and in consideration of the sum of nine thousand, six hundred and ninety-seven dollars and ninety-four cents (\$9,697.94);

"Now, therefore, The said party of the first part, for and in consideration of the premises and the sum of nine thousand, six hundred and ninety-seven dollars and ninety-four cents (\$9,697.94), to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release, relinquish and forever quit claim unto the said party of the second part, and to its successors and assigns, any and all right, title, interest and estate of and to the aforesaid dam and the waters of said Jordan River, conveyed to it by the aforesaid instrument from Salt Lake County, dated October 16, 1888; but it is expressly understood and agreed by and between the parties hereto that no further right, title or interest of, in, or to said dam, or any of the waters of said Jordan river, is intended to be conveyed by these presents than that which was received by the said party of the first part through said instrument, and that if no right, title, interest or estate passed by reason thereof from Salt Lake County to said Salt Lake City, then no right, title or interest is intended to be conveyed by these presents; and all the right, title, interest, claim and estate therein which the said Salt Lake City had at and prior to the execution and delivery of said instrument of Oct. 16, 1888—and all right, title, interest, claim and estate therein which it may have subsequently acquired by appropriation and use, or in any other manner whatever, except from said instrument, is hereby reserved to said first party, who, after the execution and delivery of this deed, is to stand in precisely the same relation to said property as if neither