

Your sanitary committee reported it a nuisance and said it should be done away with. You pay no attention to the report and nothing is done. There is a ditch on Third South street deep enough to carry the water under the sewer line on Sixth West street, and from this point into the block, from which place it has no escape. The ground on the block is low and can not be drained, and for this reason no water should be allowed to run into it. This ditch should be filled, so as to stop the sub-drainage of that part of the town into this block.

Many of your members know the shameful condition there last winter, and the thing will occur again when the fall rains fill the ground with water, and this ditch, if left, will carry its river of death into the low lands. The water that falls on this land will do no harm if you allow none to be turned into it.

Now, gentlemen, we have pleaded and petitioned and prayed to be delivered from this plague at your hands, and if in the future our prayers are not quite up to the orthodox standard it will be because you fail to do your duty. Cordially yours,  
H. FRANCIS TAYLOR.

On motion of Mr. Evans this communication was referred to the city marshal with instructions to obey former resolutions of the Council directing him to have the nuisance abated.

#### NATURAL GAS PROTEST.

The Salt Lake Natural Gas company filed a protest against the granting of a franchise to the Indiana Natural Gas and Pipe Line company, on the ground that they (Salt Lake company) had been refused a franchise because they had done no work. They alleged that they had now spent considerable money and had gas in commercial quantities, so that it would be a manifest injustice to grant another company a franchise before their own application for such a franchise. Laid on the table.

#### RETURNED DISAPPROVED.

The recorder read the following from the Mayor:

SALT LAKE CITY, Utah, Aug. 30, 1892.  
To C. E. Stanton, City Recorder, City:

Dear Sir—I herewith return disapproved the resolution introduced by Councilman Evans relating to the purchase of material for the various departments by the respective standing committees, for the following reasons: The first section of the act of the Territorial Legislature entitled "An act granting the mayor of cities of the first and second class a qualified veto power," approved Feb. 27, 1892, provides that every resolution adopted or contract approved by the city council appropriating or involving the expenditure of money shall, within twenty-four hours after the action of the city council, be presented to the mayor for his approval.

The manifest object of the Legislature in enacting these provisions was to provide a safeguard against any improvident, extravagant or wrongful expenditure of public money. The power thus conferred in the hands of a faithful and vigilant executive can hardly fail to accomplish the desired objects. The mayor cannot divest himself of this power, even if he so desired, and would fail in the proper discharge of his duty if he omitted to notice any measure which violates the spirit and intent of the provisions before quoted.

The resolution in question clearly violates both their letter and spirit. These resolutions provide that purchases involving the expenditure of \$300 or less for any single item, or bill, may be made by the committee (of the department for which the purchase was intended) when immediate action is necessary, unless

otherwise directed by the Council. The number of items or bills which may be purchased by each committee per day is not limited, and as the resolution is continuing in operation it may in execution be made to cover a very large percentage of the expenditures which the city will make during the present administration.

That it authorizes the expenditure of money and the making of contracts, involving the expenditure of money by the respective committees of the City Council, without the approval of the mayor, there can be no reasonable doubt. The language of the law is "That any resolution or contract appropriating or involving the expenditure of money shall be presented to the mayor for his approval."

Any resolution, the execution of which will take from the treasury any portion of its fund, certainly involves the expenditure of money. Can the resolution in question be carried into effect without doing this? Certainly not. Every purchase involves the making of a contract, expressed or implied, and the statute, in letter or intent, embraces both of these classes of contract. The purchase money in either case must come from the city treasury, and the statute embraces all expenditures without limitation, either as to amount or the necessity of immediate action.

If I approve this resolution it would still be *ultra vires*, because it delegates in violation of the statute powers to the respective committees which the city council as a body, under the law does not itself possess. As this resolution is continuing in its operation, if carried out, purchases will continue to be made for many months to come, and from the very nature of the case it is impossible for either the city council or the mayor to judge so far in advance, whether the purchases made will be necessary, well-timed or for the interest of the public, or whether the price paid will be reasonable.

These points can only be determined at the time of the purchases, and the approval by the Mayor of any measure, leaving out of sight these considerations, would be an inexcusable exercise of the power vested in him as a safe guard against improvident, extravagant and wrongful expenditures of public money.

Any purchase or contract involving the expenditure of money in contravention of the statute is illegal and void. The seller can not enforce payment for goods sold and the city is without remedy for any breach which the seller may be guilty of on his part.

The interest of the city demands that these questions should be carefully and calmly considered by those whose duty it is to deal with them and that an early settlement of them, if such a thing is possible, be arrived at between the Council and the Mayor, for a diversity of opinion on these points has already given rise to complications and a delay of urgent and necessary public improvements. Without such settlement, with the lapse of time, these evils will increase.

During the reading of the communication Moran very audibly said "Oh, he is judging things himself."

Moran moved that the communication lay on the table until later in the evening.

Simondi—Does not a message from the Mayor have to be acted upon forthwith?

Moran—If the gentleman objects I will move to postpone to a fixed time. If the council wishes to discuss it now I am perfectly willing. My contention is that the resolution does not authorize the expenditure of money.

The motion to lay on the table carried.

The board of public works reported

that it had entered into a contract with Houlahan, Griffith & Morris for the construction of catch basins, conduits and drains on East Temple street at the intersection of First, Second and Third South streets, with a bond in the sum of \$700, signed by George Olsen and John Sheriff. The abstract of the bids for the work submitted was as follows:

Glenville & Co.	\$2,948
J. S. Morse & Son	1,929
Houlahan, Griffith & Morris	1,819
Frank Harrigan	2,500

The contract was approved.

#### PAVING CONTRACT DEFERRED.

The board of works submitted the contract for the Main and First and Second South street paving, stating that the committee had executed a bond in the sum of \$35,000 with John Sharp and C. W. Lyman. The board then says that the bid of the Barber company is \$175 higher than the lowest bid, and gave the following reasons for accepting the higher bid: First, the Barber company is an old established company, having long experience and a national reputation as contractors for asphalt pavements. Second, they have every facility necessary to execute the work, and are able, in our opinion, to do it more promptly and efficiently than any other bidder. Third, it is the unanimous opinion of this board that the interests of the property-owners will be best served by awarding the work to the Barber company, and we therefore act and recommend accordingly.

The consideration of the matter was deferred until Friday evening.

#### TO USE HOME MATERIAL.

W. S. McCornick and sixty others submitted the following:

Inasmuch as the Wasatch Asphaltum company by the success of its asphaltum paving on Richards avenue and elsewhere has proven that its Utah material is well-fitted for this kind of work, and as the success of this enterprise will afford employment to home labor exclusively and cause the development by bona fide citizens of an important mineral resource of the Territory, the undersigned abutters on the property about to be paved respectfully urge that this material be used exclusively in the asphaltum pavement of Salt Lake City in future, provided it is satisfactory to the City Engineer and the Board of Public Works. Having to pay for these improvements ourselves, we believe we have a right to influence the choice of materials used.

W. H. Rowe and others also submitted a similar petition, in which they urged that home material be given the preference. The Culmer-Jennings Paving Company was a purely local firm of contractors, and they thought that the people who will have to pay for the improvement should have some voice in the selection of the material to be used. The Culmer-Jennings Paving Company also protested against the use of Barber asphalt. The home company showed that it had done good work in various parts of the city; that the Barber people brought their asphalt from South America; that it has never spent \$1 in the development of the city or county. On the other hand if the contract was awarded to the home company the money would be spent here. The home company had spent \$50,000 in putting in a plant, and it thought the