

DECIDED SNUB FOR KELSEY.

Council Sides With Public Works
Board in Fight With Engineer.

LATTER'S STRONG PROTEST.

Protracted and Animated Debate—
Full Report of the Proceedings
of the Session.

Acrimony and sarcasm, blundering and the use of hot personalities characterized the battle against the adoption of the new form of contract which was discussed and finally passed at the special meeting of the Council called for the purpose last night. A considerable gallery of contractors and others more or less interested in the business of the evening had assembled and the triumvirate of the board of public works occupied a central and prominent position just inside the rail. City Attorney Stephens was present with his assistant, City Engineer Kelsey and his brother, Mayor Thompson, District Attorney Eichnor and other prominent men.

The meeting, which had been scheduled for 7:30, was not called to order till close on half past eight, and a little squall was precipitated by Whittemore just as a starter, who tried to introduce a resolution to call down P. D. Clift for having erected a fence in front of the building now being put up on East Temple street between Second and Third South, which extends four feet beyond the sidewalk into the street instead of being four feet the other side of the curb. Robertson at once objected that the motion was out of order, but President Buckle insisted that Whittemore. Then Mr. Robertson launched on tirade against the president, said as many mean things as he could think of about him and appealed from his decision. The appeal was sustained and a further delay the special order of business was arrived at.

After the first little ripple had quieted down the recorder proceeded with the reading of the form of contract which deals with both work and supplies. At the conclusion of the reading Mr. Buckle, who had called Mr. Tuddenham to the chair, said he would like to have the chairman of the waterworks committee explain the changes from the old form of contract. Mr. Davis said that he had not a copy of the old contract with him. Mr. Buckle said he could lend him one. Mr. Davis seemed to scent a trap and angrily bade the president keep his copy and refer to it. Mr. Buckle then went out after the city attorney. He said he had seen the written opinion of the city attorney, endorsing the form of contract at present in use. Now he had before him another communication from Mr. Stephens in which the new form was lauded and the old one discarded. The city attorney was granted the privilege of the floor to reply. He said that Mr. Buckle was in error when he asserted that the changes in the contract were made at the suggestion of the chairman of the board of public works. He explained that our city government was a triplicate one, consisting of the council which originated measures and was held in check by the mayor, the executive department which was the board of public works, and the advisory department which consisted of the city engineer and the city attorney. He explained that the changes he had made in the contract form he had considered necessary from a legal standpoint. The most important was that which took away from both engineer and board the power to alter contracts, a power which did not seem to him belonged to them, but was vested in the council. He explained that he had eliminated the engineer from the wording of the old form of contract so as to prevent any disagreements between the engineer and the board which might give rise to a dead lock of work on contracts. He was well aware of the engineer's canyon conduct, but thought it was preferable that the board of public works should attend to the execution of the work and the engineer to such parts as required his skill. Referring to the heading of section 19 which reads: "Decision of the board of public works final," Mr. Stephens suggested that this should be changed so as to read: "Decision of the council, subject to appeal to the city engineer." In his opinion neither the decision of the board or the engineer was final or a bar to litigation. He cited the Parley's canyon conduct case and entirely exonerated the engineer from blame in the Culmer-Jennings suit.

Mr. Buckle then asked if the position of the council in regard to the contract was not similar to a large extent to that of the directors of a railroad.

"Yes, in some degree," replied the attorney.

"Have you ever seen an important contract in which the architect or engineer was not the man to pass on all contracts? Have you ever noticed among the directors an important individual who puffed up his chest and said: 'All these superlatives are propitiously. There is none in it but me. Even if I have not the technical knowledge, I am it the same?'"

Mr. Stephens made no direct reply to this. He said that the legislature had seen fit to take away part of the power of the council and vest it in the board of public works. "The engineer and I have about the same rights," he continued, "and the Council has a right to differ from either of us."

Mr. Buckle then asked how it was that the city attorney had written a letter to the Council about twelve months ago that the old contract was ample to protect the city. It was at this juncture that Mr. Fernstrom interrupted with the question to the chairman to what was before the Council. Mr. Buckle made some remark about the density of certain members, and said he would like to ask two members of the board (Clawson and Farnsworth) to explain the changes in the form of contract.

Continuing, Mr. Stephens remarked that he had changed his opinion within twelve months in regard to the contract form as he saw the matter in a different light now. He would be a poor man for city attorney, he added, if he was incapable of learning something new in the case in twelve months.

Mr. Robertson offered an amendment that the city engineer be included with the board in three separate sections of the contract but when the amendments were voted on later they all lost. In fact, the form of contract was actually adopted without change.

When finally, at the request of Mr. Buckle, Mr. Kelsey was accorded the privilege of the floor, he read a letter which he had addressed to the Council, charging the new form of contract had been drawn up without his having an opportunity of being heard on the matter. The letter was as follows:

HUMORS

Spring's Inheritance from Winter.

Waste matters which the kidneys, skin and other organs were too torpid (in the cold days) to take care of, and cannot take care of now without help, there is such an accumulation of them.

They litter the whole system. Pimples, boils and other eruptions, loss of appetite, that tired feeling, bilious turns, fits of indigestion, dull headaches and many other troubles common in Spring are due to them.

Hood's Sarsaparilla removes all humors, overcomes all their effects, strengthens and tones the whole system.

Don't deny yourself its benefits this Spring.

"I have taken Hood's Sarsaparilla as a Spring tonic for several years and have derived great benefit from it. I recommend it to all who have that tired feeling, loss of appetite or impure blood." FANNIE FISHER, 2018 High St., Des Moines, Ia.

Accept No Substitute for Hood's Sarsaparilla.

the matter of the form of contract and specifications which will come before you this evening for approval, I desire to submit the following statement in answer to the attorney's report and the statements of the chairman and attorney which have been published in the papers:

This contract was changed and recommended without giving me an opportunity to be heard. After it was presented to the City Council I tried to get the contract and find out what changes had been made, and although it was a matter that directly concerned my department, I was told that I could not see it until Tuesday afternoon, when it was to be approved that evening. I did not get a copy until the night before the Council meeting and it was then too late to take the matter up.

All important city contracts for the past eleven years have been drawn by the engineering department. It has been the custom heretofore to draw contracts that would protect the city. And it is a well known fact that this has been done, so far as it is possible to do so in a contract.

In the matter of the Culmer-Jennings contract which has been referred to by the attorney, the ruling in this case that a notice to make repairs which was sent separately, one signed by the board and the other by the engineer, was not a sufficient notice, and that it should have been one notice signed by both, is a ruling that the city engineer and the board of public works are to be held responsible for the execution of the work and the engineer to such parts as required his skill. Referring to the heading of section 19 which reads: "Decision of the board of public works final," Mr. Stephens suggested that this should be changed so as to read: "Decision of the council, subject to appeal to the city engineer."

The attorney says the engineer will continue to make specifications. There is nothing in the contract to that effect, and the specifications submitted are changed. Numerous changes have been made in these specifications. The specification for cast iron pipe has been changed, and the engineer has been changed. He also says that the inspection of the work will still be under the engineer. There is nothing in the contract to that effect. The engineer has absolutely no authority under the contract, and that is exactly what the contractors have been fighting for in this city for years.

The engineer does not have technical direction of the work as stated. While the law gives the board authority to supervise the work it does not contemplate that all authority shall be taken from the engineer, as has been done, and no such construction has ever been placed upon it before. It is simply carrying out the plan of the chairman and others who are trying to take all authority away from the engineer.

Could a contract be more absurd, legally or otherwise, than the one under consideration? A contract for municipal work with no provision for engineering supervision. A contract under which the engineer has no authority but which requires him to certify to the work. An honest opinion of such a contract would be that it would not protect the city.

It is very hard to get work done properly under a rigid contract, and any one who has had experience in such matters knows that a contract alone will not protect the city unless the work is in the hands of men who will see that it is enforced. Does any one think for a minute that the city's interest will be protected under this contract when the authority is left solely with the board and without engineering supervision? Such a thing is unheard of here or in any other city. The evil consequences which he says he desires to avoid would more likely result if the suggested changes are made.

At the beginning of this administration I submitted the form of contract to the city attorney for approval, so that it could not be said later that the contract had not been approved by him. He unqualifiedly approved it, saying in his letter, "It amply protects the city in every respect." None of the alleged imbecilities were pointed out and no fault found with it at that time.

The cause of the difficulty is over matters where the board and engineer set independently, as in the matter of inspection, the contract provides that either the board or the engineer can reject defective work or materials. Suppose the city engineer rejects defective work how does the city suffer? Regarding the reference to the lack of harmony between the board and the engineer, I will say that the engineer is not responsible for this and there has been no recent trouble until this matter came up. I took no part in it.

until it was made the basis of an attack on my department, and that I will not submit to but will defend myself as long as I remain in office.

The chairman says nothing about the changes in my plans in the Moran contract made by the council at the recommendation and suggestion of the board which increased the cost of the work which increased the cost of the work which increased the cost of the work.

Regarding the attorney's suggestion that the work should be in the hands of some one who is working for the city's interest I will say that he cannot cite a single instance where the city has suffered any loss through any act of mine under any contract that has been drawn by me during my term of office.

FRANK C. KELSEY,
City Engineer.

Mr. Kelsey explained that there were in all twenty changes in the new form, of which seven were important ones, and under this new contract his authority was so entirely abrogated that it would be impossible for him to supervise city work. He said that a perusal of the new contract had been refused him till Tuesday afternoon, when the matter was to come before the Council that night.

Councilman Whittemore here in a patronizing and fatherly chiding way asked Mr. Kelsey why he had refused to allow him to see the new contract. Mr. Kelsey answered that clerk Whittemore of the board had stated to his (Kelsey's) brother, whom he had sent down for a copy of the contract that he had orders not to show it to any one. This Mr. Whittemore flatly denied. He said that the contract was being copied by Mr. Mansfield at the time Mr. Kelsey sent for it, and that Mr. Kelsey's brother had helped him proofread the first copies at between 5 and 5:30 Monday afternoon. In answer to Mr. Whittemore, Mr. Kelsey admitted that he had been prevented from seeing the new form by the board of public works.

Councilman Beatty then asked the city attorney if in his opinion the old contract was valid and protective except as to the approval of extra work. Mr. Stephens replied that it was. It was the board's duty to call in the engineer or attorney for consultation when required.

"Suppose it doesn't," suggested Beatty.

"They could be held to be derelict in their duty."

"But that would be after the fact, wouldn't it," smiled the doctor.

C. R. Howe then asked that the board having a chance of being heard so that it might refute some of the expressions and suspicions that had been cast on it. After a whispered consultation, Chairman Dooly arose and said that the board valued its right, and had no remarks to offer.

Mr. Whittemore moved that the contract blank be referred to a committee of the city attorney, engineer and chairman of the waterworks committee in order to give the attorney and engineer a chance to get together on the matter. The motion was voted down. Fernstrom claimed that the contract was not the business of the city engineer or the attorney, but of the mayor and council.

Beatty and Fernstrom then got tangled up on the merits of the city engineer.

The doctor had been remarking that

there were certain members of the Council who absolutely hated the engineer and would go to any length to down him. Mr. Fernstrom took the bait and entered into a spirited invective of the engineer.

"You might move that the city engineer be hanged by the neck until dead," suggested Beatty.

Fernstrom assented, but thought that the doctor might have suggested poison as being more scientific. Some one suggested vaccination and there was a laugh at the doctor's expense. Beatty pressed hard for the referring back to a committee, but the tide was too strong against him. On vote it lost by 5 ayes to 7 nays.

The contract form was then adopted by 9 ayes to 1 nay, Buckle being the only negative.

The form referring to work without supplies was then taken up and quickly followed suit with a vote of 8 ayes to 1 nay, Buckle again voting against it.

School election on Friday. Vote "Yes" to keep the schools open the fall term.

WARD ENTERTAINMENTS.

ELEVENTH WARD.

On Wednesday and Thursday nights next the Eleventh ward primary children under the direction of Mrs. Horace S. Ensign, Mrs. Nellie Penrose, Whitney, Miss Jessie Sears and Miss Lulu Penrose, will present the charming little operetta, "Jack, the Giant Killer." The little people have been under careful training, and it is said they not only sing very charmingly, but "they are just too sweet for anything." The cast of characters is as follows:

King Little the First... Walter Frazier
Princess... Madeline Hocking
Jack the Giant Killer... Rhea Froese
Queen Wee... Irene Tuckett
Fairy Good... Ruby Peterson
Lord Chamberlain... Emma Felt
Maid of Honor... After Sears
Bamberhore, the Giant... Mr. Will Petersen

Ladies in Waiting—Dorothy Hocking, Marguerite Basset, Mamie Oakerson, Genevieve Anderson, Nellie Condam, Esther Tuckett, Mattie Gray, Mabel Wells, Carrie Hughes, Maggie Lloyd, Mary Tuckett, Annie Crow, Ivy Ensign, Leonora Hogan, Beattie Bean, Marian Wonnacott, Annie Frazier.
Courtiers—Albert Crabbe, Freddie Crabbe, James Hogan, Wayne Dicker, Frank McMaster, Laura Danglefield, Diana Gustafson, Grace Wonnacott, Irene Sears, Jane Basset, Vera Engberg, Florence Madsen, Rosie Stam, Ivy Crabbe, Ethel Tuckett, Jennie Brighton, Irene Armstrong.

Nellie P. Whitney, musical director; Lulu Penrose, accompanist.

Monday evening next in the Eighth ward assembly rooms a farewell entertainment will be tendered Elder Roy Frost prior to his departure for Germany, where he will engage in missionary work. A select program has been prepared for the occasion.

SEVENTH WARD.

On Wednesday evening next an entertainment in honor and for the benefit of Elder George G. Smith will be given by the Mutual Improvement Association of the Seventh ward. Elder Smith is about to depart on a mission to Great Britain.

There will be no graduations this year if the election on Friday is not "Yes."

SUNDAY SCHOOL REVIEW.

Entertaining Program to be Given in Twelfth Ward Tomorrow Morning.

Roll call.
Singing.
Prayer.
History of the Sunday school by the secretary, Miss Clara Williams.
Singing.
Sacrament, during the passing of which Mrs. Millie C. Lyon will play an organ solo.
Lord's Prayer in concert.
Kindergarten and Primary classes.
Vocal solo.
Miss Parkinson Review of work in the theological class.

Singing.
Prayer.
First Intermediate classes.
Review of work in the Preparatory Theological class.

Quarter.
Eastern exercises.
Second Intermediate class.
Address.
Bishop Clawson Singing.
Benediction.
The public is invited to attend.

NOTICE.

The Salt Lake Temple will be closed on Wednesday, 17th inst., for one day only.

LORENZO SNOW.

ANIMALS IN FABLE.

Everyone will recall the Esopie story of the lion and the mouse; how the life of the mighty monarch was saved by the small creature whom he once had spared. To our recognition in this story of a truth universal in its human application is due, almost entirely, our interest in the fable. In our eyes, writes George S. Hillman in the March Atlantic, they are not a mouse and a lion, but two men teaching the lessons that the mighty should be humble, that nothing is too insignificant to be of some service, and that it is good to cast bread upon the waters. We do not stop to consider whether a lion understands the mouse's language or whether a mouse is given to gratitude. They are merely convenient forms, essentially human, and they show animal characteristics only very secondarily when used at all. In the Indian tales where animals figure as chief characters, the method is the same, though it is often the added purpose of the doctrinal instruction, feasible because of the Buddhistic belief in the transmigration of men's souls into the bodies of beasts. The Bible shows a similar use; and perhaps in all literature there is no nobler instance of the introduction of animals to teach ethical truth than is to be found in the parable of the lost sheep.

GOVERNOR YATES OF ILLINOIS

One of the Thousands Who Testify to the Great Worth of Paine's Celery Compound.



Governor Richard Yates is the son of Richard Yates, the war governor of Illinois.

Yates is to Illinois what Roosevelt is to the energetic, ambitious, progressive element in the East. One of the most convincing speakers in the West, he is a man of great personal magnetism, as an incident during the President's inauguration reception at the White House showed. The Hamilton Club of Chicago were received by President McKinley in the East Room. After the introduction, Bank Examiner Lamson, sang "Illinois," the last line changed to "True to Yates and McKinley, Illinois."

One source of Gov. Yates' great strength with all classes is his willingness to recognize merit and to employ the best means without fear or favor.

Needing a spring remedy for himself, and knowing Paine's celery compound by reputation, and believing it to be the best spring remedy obtainable, he used it with such excellent results that he is willing to add his name to the many others in responsible positions who have publicly endorsed Paine's celery compound.

Chicago, Ill., Feb. 8, 1901.
Wells, Richardson & Co.

Gentlemen—I have used Paine's celery compound and find it an excellent remedy.

Very truly yours,
RICHARD YATES.

The more intelligent portion of every community are the ones who best recommend Paine's celery compound. They have looked into this great remedy, followed its remarkable achievements in the cases of friends, neighbors and relatives, and know just what to expect from its use as a nerve and brain strengthener and restorer, and an ideal invigorator for a run-down system.

There is less hesitation nowadays among well-informed people in attending to the beginnings of poor health. It is well known that disease is progressive and cumulative, easy to drive out at the start, but a menace of life when allowed to entrench itself in any organ of the body. If people would consider headaches, rheumatism, neuralgia, sleeplessness, indigestion and languid feelings in their true light and as seriously as they deserve to be, and make a stand against them at once by means of Paine's celery compound, there would be a wonderful diminution

in the amount of kidney, liver and heart disease.

Any one who reads the heartfelt, emphatic letters that have appeared from men and women who owe their health and often their lives to Paine's celery compound, will be impressed by the sincerity in every line.

This great modern scientific invigorator and health-maker is doing an enormous amount of lasting good these spring days. Its success in making two-phased health had no parallel in the history of medicine. It has cured thousands of cases of rheumatism and neuralgia, many of long standing that have been despaired of by friends and physicians.

Compared with other remedies, its permanent cures stand out as a mountain does beside a mole hill. If all the men and women who have got rid entirely of nervous debility, threatened nervous exhaustion, sleeplessness and such organic troubles as kidney, liver and stomach disease by its help during the past year alone could be brought together, what an army of grateful people it would make!

Paine's celery compound is the most remarkable medical achievement of the last fifty years. Take it now, 'tis spring.

Remember

Midgley's Big Wall Paper Sale Begins Monday, April 15th.

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C. W. MIDGLEY, 57 Main St.

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Old Books, Music and Magazines. Put them in strong new covers for preservation. Many records of value can be saved by having them bound. The News Bindery can do the work in any form at any price.

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Monuments and Headstones.

Just Received Four Carloads of New Goods.

Now is the time to get what you want in our line at the Right Price.

CONSUMPTION

The time was when doctors thought consumption could not be permanently cured, but since they have discovered the powerful curative qualities of **Duffy's Pure Malt Whiskey** the best doctors agree that it will cure consumption and all diseases of the throat and lungs. We have thousands of grateful patients who write us they have been cured after they were given up by the doctors.

After being given up by several of our best physicians, having throat and lung trouble, and producing a case of chronic consumption, my wife started the use of your Pure Malt Whiskey. She has taken three bottles, and in so many improved in strength that we are all feeling much happier.

MRS. BELL BRADY, Charlotte, Mich.

FREE—If you are sick, call on us and we will give you a bottle of Duffy's Pure Malt Whiskey to try. It will surely help you to get your health, energy and vitality.

DUFFY'S PURE MALT WHISKEY

It is the only Whiskey brewed by the Government as a standard. This is a guarantee. All duffies are genuine, no duffies. Before purchasing, always get the signature. Beware of cheap imitations.

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