

instead of coming to meeting and concluded by saying that any man that will exempt himself from Sabbath meetings, will dry up in his faith and become indifferent towards the work of God. He exhorted the Saints to listen to the warning voice of the servants of God, pay their tithes and offerings and the spirit of God would ever abide with them.

A Priesthood meeting was held at 7:30 p. m., when much valuable instruction was given by Apostle Lyman.

Sunday, 10 a. m.—Elder Charles H. Wilcken was the first speaker. He contrasted the great difference that existed in Heber now and when he lived here over thirty years ago, in the great improvements that had been made. He referred to the first principles of the Gospel and spoke at length on the principle of obedience, making some good remarks on the same.

President Joseph E. Taylor occupied the remainder of the forenoon in speaking on obedience, showing that all our principles are susceptible of being demonstrated, and capable of proof. Referring to the mission of Jesus and the office of the Comforter, he referred to the blessings promised to Abraham, Isaac, Jacob and Joseph the Prophet, and how their fulfillment would literally come to pass.

2 p. m.—President Hatch said so far as he knew, Wasatch stake was in a prosperous condition, good health, good crops, litigation almost unknown, and reasonable peace and brotherly love prevailed; and perfect liberty existed. He referred to the stake house and the district school that had just been finished, and thought it spoke well of the liberality and goodness of the people. He hoped in the near future we would have erected a first-class building for our Church school.

The sacrament was then administered, after which the general and stake authorities were presented and unanimously sustained.

Apostle Lyman occupied the remainder of the time in speaking on temple building and the requirements that would be made to finish the Temple in Salt Lake by next April conference in 1893. His remarks were truly refreshing, and the Saints felt to rejoice that they lived in this great dispensation and had the privilege of assisting in so great and glorious a work.

HENRY CLEGG, Stake Clerk.

### THE PAVING TROUBLE.

There was a special meeting of the City Council and board of public works held on Saturday night to consider the paving squabble. The following officials were present: President Loofbourow and Messrs. Horn, Hardy, Lawson, Kelly, Evans, Wantland, Rich, Folland, Karriek, Moran and Simondl. The members of the board of public works present were Chairman Haines and Messrs. Downey, Cooklin and Clawson. City Engineer Doremus and City Attorney Hoge were also present. President Loofbourow presided.

Wantland stated that the members of the council wanted to meet the board and arrive at an understanding with the company as to the manner in which the paving work should be pushed.

Karriek said he didn't believe the

council had anything to do with the contractors. He thought the board of public works had full charge.

Horn said Karriek's statement was erroneous. He thought the council had everything to do with it. The board of public works had the supervision of the work, but they got their direction from the council. The council had ordered the contractors should not do certain things—the contractors were doing just what the council had said they shouldn't do.

Engineer Doremus said that there was not much to say. The contractors had started to work and that was all. They had torn up the west side of Main street and were now tearing up the east side. The curbing, which was the most important part of the work, had not progressed at all, and on the whole none of the work was being done satisfactorily. Mr. Doremus also stated that the contractors needed more room to work in. It would be best to let them grade one side of the street the length of two blocks. The only work being done under the contract so far was the grading and about two hundred feet of curbing. At the present rate of work it would take three months to complete one block. He thought the work of curbing was being done disgracefully slow. They were now working five men setting curbs, but had only had three heretofore.

He stated the contractors had nine men, they said cutting curbs; at the rate good cutters work, 150 feet per day could be gotten out. The contractors stated that they had had these men cutting curbs two weeks. So far, though, they had only got down less than 200 feet. The curbing was not being done according to contract. He advised the council to give the contractors notice under clause 21 of the contract, which provides that if at any time during the progress of the work it shall appear to the board of public works and the city engineer that the force employed, appliances provided or the progress and character of the work, etc., are not satisfactory, and in accordance with the specifications, written notice should be served on the contractors, and if the matter was not at once remedied, the city should at once take hold of the work and finish it at the expense of the contractors.

The section referred to is as follows:

It is further distinctly understood that if at any time during the progress of the work it shall appear to the board of public works and city engineer that the force employed, the appliances provided, or the progress or character of the work or materials furnished are not respectively such as in their opinion will insure the completion of the work under this contract in the time specified, or are not in accordance with the attached specifications from such work, they shall serve a written notice on the contractor to at once supply such increase of force, appliances or tools, and to cause such improvement in the character of the work or materials to be made, as is requisite to make the same conform to the specifications of this agreement. And if on the expiration of ten days after the service of such written notice upon the contractor personally or by leaving the same with some person at his office or place of business, the contractor shall have failed to give satisfactory evidence of his efforts, ability and intention to furnish and remedy the specified deficiencies, the city may thereupon enter upon and take possession of said work, or any part thereof, with the

tools, materials or appliances, and hold the same as security for any or all damages or liabilities that may arise by reason of the non-fulfillment of this contract within the time herein stipulated, and furthermore, may employ the said tools, materials and appliances as the city may deem proper, to complete the work at the expense of the contractor.

A good deal of unimportant discussion followed, after which C. E. Haines, chairman of the board of public works, stated that as soon as the contract had been approved he had called the board together and had mapped out a plan to govern the progress of the work and that the Culmer-Jennings Paving company had been notified of that plan. He was in favor of pushing the work as vigorously as possible and was in favor of giving the contractors the extra room they asked for and just as much as they could fill up with teams and men. If the contractors failed or refused to do the work as directed, however, the only power they had was to report the matter to the Council.

The following notice from the board to the contractors was then read:

SALT LAKE CITY, Nov. 3, 1892.

Culmer-Jennings Paving Company:

Gentlemen—We are just in receipt of the following resolution passed by the city council on the 25th ultimo, relative to work done under your contract:

"It is the sense of this council that the work shall be prosecuted as vigorously, as possible, according to the terms of the contract."

In pursuance of the above we desire to inform you that at a meeting of the board of public works, held last evening, we were instructed to notify you that the work is not being pushed with sufficient vigor, and that we request you to increase the number of men and appliances on the work of grading at once; also that the setting of curbstones be pushed at a rate, which will insure its early completion, and that all parts of the work be hurried forward in such manner as will enable its completion within the time stipulated in the contract. Respectfully,

A. F. DOREMUS, C. L. HAINES,  
City Engineer. Chairman.

Mr. Jennings, one of the contractors, stated that the first delay in beginning work was caused by them having to bring twenty-five block-makers from the East. Then they had to get curb cutters, but had been putting more men to work each day. They had sufficient curbing on hand now to finish the block they were working on and sufficient stone in the yard to complete the entire four blocks on Main Street. As for the street not being cleaned up, the delay in that matter was caused by the contractor for sidewalks piling his sand and gravel in the street. He then named the number of men he had employed.

Rich inquired how many curbers they had at work on the street, and if it wasn't a fact that the sidewalk contractor had been delayed by them instead of they being delayed by the sidewalk contractor. He wanted to know if it had taken a week to set 200 feet of curbing if it wouldn't take at least three weeks to do a block. At that rate the work would go mighty slow.

Continuing his explanation, Mr. Jennings stated he was prepared to put all the blocking down on the west side of the street and could have it done by Wednesday night. He couldn't work, though, until the elec-