

SPECIAL MEETING.

COUNCIL CHAMBER,
CITY OF INDIANAPOLIS,
June 29, 1899. }

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, June 29, 1899, at 8 o'clock, in special session, pursuant to the following call:

INDIANAPOLIS, IND., June 28, 1899.

Charles H. Stuckmeyer, Esq., City Clerk:

Dear Sir—Please issue the following call:

To the Members of the Common Council:

Gentlemen—You are hereby requested to meet in special meeting in the Council Chamber at 8 o'clock p. m., Thursday, June 29, 1899, to transact such business as may come before said meeting.

JOHN H. MAHONEY,
President.

I, Charles H. Stuckmeyer, Clerk of the Common Council, do hereby certify that I have served above notice upon the President and each member of the Common Council prior to the time of meeting, pursuant to the rules.

CHAS. H. STUCKMEYER,
City Clerk.

Present, Hon. John H. Mahoney, President of the Common Council, in the chair, and 17 members, viz.: Messrs. Allen, Bernauer, Colter, Costello, Harston, Higgins, Knight, Little, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith and Von Spreckelsen.

Absent—3 viz.: Messrs. Bowser, Clark and Crall.

The Clerk proceeded to read the Journal, whereupon Councilman Rauch moved that the further reading of the Journal be dispensed with.

Which motion prevailed.

COMMUNICATIONS, ETC., FROM MAYOR.

His Honor, the Mayor, presented the following communication:

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS,
INDIANAPOLIS, IND., June 17, 1899. }

To the President and Members of the Common Council:

Gentlemen—I have this day approved the following ordinance:

G. O. No. 18, 1899. An ordinance approving a certain contract, granting Adams Brick Company the right to lay and maintain a switch or side-track across the first alley west of Yandes street.

Respectfully submitted,

T. TAGGART,
Mayor.

Which was read and ordered spread on the minutes.

His Honor, the Mayor, presented the following communication:

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS,
INDIANAPOLIS, IND., June 23, 1899. }

To the President and Members of the Common Council:

Gentlemen—I have this day approved the following ordinances:

G. O. No. 9, 1899. An ordinance fixing the salary of the Assistant City Attorney, repealing conflicting ordinances, and fixing the time when the same shall take effect.

App. O. No. 12, 1899. An ordinance appropriating the sum of fifteen hundred dollars (\$1,500) for the use of the Department of Public Works (to be credited to Vapor Light Fund).

Respectfully submitted,

T. TAGGART,
Mayor.

Which was read and ordered spread on the minutes.

REPORTS FROM OFFICIAL BOARDS.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, IND., June 26, 1899. }

To the President and Members of the Common Council:

Gentlemen—We send you herewith, for your consideration and action, a contract this day made with Henry L. Spiegel, granting him the right and privilege of laying one switch or side-track across Oriental street.

Very respectfully,

M. A. DOWNING,
W. SCOTT MOORE,
T. J. MONTGOMERY,
Board of Public Works.

Which was read and referred to Committee on Contracts and Franchises.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,)
OFFICE OF THE BOARD,)
INDIANAPOLIS, IND., June 28, 1899.)

To the President and Members of the Common Council:

Gentlemen—We send you herewith, for your consideration and action, a contract this day made by this Board with the Indianapolis Gas Company.

Very respectfully.

M. A. DOWNING,
W. SCOTT MOORE,
T. J. MONTGOMERY,
Board of Public Works.

Which was read and referred to Committee on Contracts and Franchises.

REPORTS, ETC., FROM STANDING COMMITTEES.

Mr. Higgins, on behalf of the Committee on Sewers, Streets and Alleys, to which was referred:

G. O. No. 19, 1899. An ordinance to amend section one of an ordinance entitled, "An ordinance to prohibit the owners, servants or employes of express wagons or other vehicles used for carrying freight or passengers within said city, from soliciting business at other places than therein provided, and providing a penalty for the violation thereof." Passed by the Common Council April 3, 1899, being known and designated as General Ordinance No. 15, 1899, also to amend the title of said ordinance and fixing the time when the same shall take effect.

Submitted the following opinion of City Attorney John W. Kern:

CITY OF INDIANAPOLIS,)
OFFICE OF THE DEPARTMENT OF LAW,)
INDIANAPOLIS, IND., June 19, 1899.)

Hon. John Higgins, Chairman Committee on Sewers, Streets and Alleys:

Dear Sir—In response to your inquiry as to G. O. No. 19, 1899, which has been referred to your committee, said ordinance being intended to amend G. O. No. 15, 1899, regulating the solicitation of business by the owners and drivers of hacks and other public vehicles, permit me to say that in its present form said ordinance is entirely illegal and really has no meaning of any kind or sort. It is utterly impossible to imagine what purpose the drawer of this ordinance had in mind. It does not even resemble an ordinance, and its passage would simply mean encum-

bering the records of the Common Council with a mass of words that have no meaning whatever.

I would advise that this pretended ordinance be stricken from the files and that a new ordinance covering the subject matter be introduced, or that an entire new ordinance be prepared by your committee and introduced as a substitute for this instrument now in question.

Very truly yours,

JNO. W. KERN,
City Attorney.

Which was read.

REPORTS FROM SELECT COMMITTEES.

Mr. Harston, on behalf of the special committee appointed to draft resolutions expressing the sympathy of the Common Council for Mr. Albert Zearing, made the following report:

Whereas, Mrs. Frances L. Zearing, a most estimable woman, the mother of the Mayor's private secretary, Albert F. Zearing, recently lost her life in a most distressing accident; therefore, be it

Resolved, by the Common Council of the City of Indianapolis, 1. That, recognizing the high character of the deceased, her usefulness in the community and her great devotion to her family, the profound and sincere sympathy of this body be and is hereby extended to Albert F. Zearing and other members of the family of the deceased.

2. That the City Clerk be directed to present to Mr. A. F. Zearing, as a representative of the family, a copy of these resolutions, under the seal of the city.

ALBERT HARSTON.
FRANK S. CLARK.
JOHN H. CRALL.

Which resolutions were read and, on motion of Mr. Harston, adopted by a rising vote.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

Under this order of business, the following ordinances were introduced:

By Board of Public Works (through Mr. Shaffer):

G. O. No. 29, 1899. An ordinance approving a certain contract granting Henry L. Spiegel the right to lay and maintain a switch or side-track across Oriental street, in the City of Indianapolis, Indiana.

Whereas, Heretofore, to-wit, on June 26, 1899, the Board of Public Works of the City of Indianapolis, made and entered into a certain contract with Henry L. Spiegel, of the County of Marion, State of Indiana, which contract is as follows:

Whereas, Heretofore, to-wit, on June 26, 1899, Henry L. Spiegel filed his petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

INDIANAPOLIS, IND., June 26, 1899.

To the Board of Public Works of the City of Indianapolis:

Gentlemen—The undersigned, Henry L. Spiegel, respectfully petitions your honorable body, asking permission to construct and maintain one switch or side-track across Oriental street, the center line of said proposed switch being 36½ feet north of the northeast line of Southeastern avenue, all as shown by the drawing herewith submitted, attached hereto, filed herewith, and for greater certainty marked "Exhibit B."

Your petitioner prays that the privilege and authority herein requested shall be granted upon such terms and conditions as may hereinafter be agreed upon by contract.

Respectfully submitted,

HENRY L. SPIEGEL.

Now, therefore, This agreement, made and entered into this 26th day of June, 1899, by and between Henry L. Spiegel, of Marion County, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part:

Witnesseth, That said party of the first part, being desirous of securing a right of way for a switch or side-track over and across Oriental street, in the City of Indianapolis, as more specifically described in the petition of said first party, hereto attached, and made a part of this contract, hereby covenants and agrees and binds himself, his successors, legal representatives and assigns that, in consideration of the grant of the privileges and authority herein given, he will lay, construct and maintain said switch or side-track upon the terms and conditions hereinafter set forth, to-wit:

1. It shall be so laid, improved and kept in repair as to be safe for persons on foot, in vehicles or otherwise, and shall, at all times, be subject to the orders of the Board of Public Works of the City of Indianapolis.

2. Said track or switch shall be laid upon such grade as shall be established by said Board, and shall be put down under its supervision, and to its satisfaction and approval. Said side-track or switch shall be raised or lowered to conform to any grade which may, from time to time, be hereafter established, whenever so ordered, in writing, by said Board.

3. The crossing where said side-track or switch crosses or intersects Oriental street shall at all times be kept improved and in repair and free from obstructions or defects of any kind. No car or cars shall be permitted to obstruct such crossing or to be thereon, except for such time as may be absolutely necessary in moving them back and forth, but they shall at no time be stopped or detained thereon in such a manner as to obstruct public travel.

4. Said party of the first part agrees, at the pleasure and written order of said Board, to take up and remove said side-track or switch, and upon its failure so to do upon such notification, in writing, of ten (10) days, to promptly pay the cost of having the same done. And said party of the first part hereby releases all claim for damages whatsoever that may arise by reason of such removal, and in removing said side-track or switch said Board shall in no wise become a trespasser.

5. In case the City of Indianapolis shall, by proper legal proceedings, order the railroad tracks crossing the streets, avenues and public places of said city to be elevated and said elevation of such tracks shall in any wise affect said party of the first part in the privileges granted under

this contract, the said first party, as one of the considerations of this contract, hereby waives any and all claims for damages on account of any such proposed elevation.

6. The party of the first part hereby agrees to properly plank said side-track or switch, from property line to property line, of Oriental street, to the entire satisfaction of the second party, and in case the said side-track or switch shall be or become out of repair or in need of being reconstructed, or become in any way defective (of which facts the said Board shall be the exclusive judge), it shall be the duty of the said party of the first part to promptly repair or remove the same, failing in which, after a notification, in writing, of ten (10) days, said Board shall do or cause the same to be done, at the expense of said party of the first part, and for which expense and cost the said first party shall be liable.

7. The said party of the first part hereby binds himself to hold said party of the second part and said city harmless from any and all claims for damages growing out of the existence, maintenance or use of said side-track or switch and to pay any judgment with costs that may, on that account, be rendered against it or said city.

8. Any violation of any provision of this instrument by said party of the first part, or by any one for him, or at his instance or with his permission, shall operate as an absolute forfeiture of the privileges and authority granted or given by this contract, provided, however, that the same may be terminated, without cause, at the pleasure of said Board, as hereinbefore set forth in Clause four (4).

Said party of the second part, by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled "An act concerning the incorporation and government of cities having more than one hundred thousand population, according to the last preceding United States census, and matters connected therewith, and declaring an emergency," approved March 6, 1891, and in consideration of the things hereinbefore set forth, and upon the terms and conditions herein stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain a single switch or side-track across Oriental street in the City of Indianapolis, as follows: Beginning at a point in the intersection of the west line of Oriental street with the center line of the proposed switch, the said point being thirty-six and one-half ($36\frac{1}{2}$) feet north of the northeast line of Southeastern avenue; thence in an easterly direction with the center line of said switch to a point in the east line of Oriental street, said point being forty-two (42) feet north of the northeast line of Southeastern avenue. Said right, privilege and authority are granted for the purpose prayed in the petition hereto attached, and as shown by the drawing hereto attached, made a part hereof and marked "Exhibit B."

In witness whereof, we have hereunto set our hands this 26th day of June, 1899.

HENRY L. SPIEGEL,
Party of the First Part.

CITY OF INDIANAPOLIS,
By M. A. DOWNING,
W. SCOTT MOORE,
T. J. MONTGOMERY,
Board of Public Works.
Party of the Second Part.

Whereas, Said contract has been submitted by said Board to the Common Council of the City of Indianapolis for its consideration and action; now, therefore,

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That said contract above set forth be and the same is hereby, in all things, confirmed and approved.

Sec. 2. This ordinance shall take effect and be in force from and after its passage.

Which was read a first time and referred to Committee on Contracts and Franchises.

By Board of Public Works:

G. O. No. 30, 1899. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 28th day of June, 1899, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis Gas Company, wherein and whereby certain litigation is compromised, and the rates to be charged by said company for artificial gas for illuminating purposes, for a period of ten years, are stipulated, and fixing the time when the same shall take effect.

Whereas, Heretofore, to-wit, on the 28th day of June, 1899, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis Gas Company, namely:

This agreement made and entered into this the 28th day of June, 1899, by and between the City of Indianapolis, of Marion County, Indiana (hereinafter called the city), by and through its Board of Public Works (subject to the approval and ratification of its Common Council), party of the first part, and the Indianapolis Gas Company (hereinafter called the company), a corporation duly organized and incorporated under and by virtue of the laws of the State of Indiana, party of the second part:

Witnesseth, That whereas, the said parties have been and are engaged in litigation in the Circuit Court of the United States for the District of Indiana, in cause numbered 9493 in chancery, entitled "Indianapolis Gas Company vs. City of Indianapolis," the question therein involved being the validity of an ordinance of the Common Council of said city, entitled "An ordinance regulating the distribution and consumption of artificial gas, fixing the price thereof, and matters connected therewith; prescribing a penalty, and fixing a time when the same shall take effect," passed on the 2d day of August, 1897, and approved by the Mayor on the 9th day of August, 1897; and,

Whereas, It is desired that the said litigation be ended, and that cheaper and better artificial gas be supplied to said city and its inhabitants.

Now, in consideration of the foregoing premises and of the stipulations and provisions hereinafter contained, it is agreed by and between the parties hereto, that upon the repeal of the said ordinance of August 2, 1897, hereinbefore referred to, the price at which the said Indianapolis Gas Company shall be required to furnish artificial gas to the inhabitants of the City of Indianapolis and to the said city for illuminating purposes, and which said company shall be entitled to demand and receive for and during the full period of ten (10) years from and after the date of the passage of an ordinance by the Common Council of said city, ratifying and approving this contract, upon the terms and conditions hereinafter provided and set forth, be and the same is hereby fixed as follows:

One dollar (\$1.00) per thousand cubic feet thereof during that part of such period of ten years in which the total amount of artificial gas sold

in said city by said company does not exceed three hundred million (300,000,000) cubic feet per annum;

Ninety-five cents (\$.95) per thousand cubic feet thereof during that part of said period of ten years in which the total amount of artificial gas sold in said city by said company is more than three hundred million (300,000,000) cubic feet per annum and less than three hundred and fifty million (350,000,000) cubic feet per annum; and

Ninety cents (\$.90) per thousand cubic feet thereof during all that part of said period in which the total amount of such artificial gas sold in said city by said company is more than three hundred and fifty million (350,000,000) cubic feet per annum.

The reductions in price above provided for shall take effect as to all gas thereafter sold for illuminating purposes from and after the last day of any semi-annual period as hereinafter fixed, in which it shall be reported or found, as hereinafter provided, that the consumption of artificial gas had so increased as to entitle said city to such reduction.

2. The said company, party of the second part, shall, on the 1st day of January, 1900, file with the City Comptroller the sworn report of its President, Secretary or other officer duly authorized in that behalf, which report shall contain a true and full statement of the number of cubic feet of artificial gas manufactured and sold by said company during the year immediately preceding the date last aforesaid, and the number of meters in use by consumers in said city.

And said company shall thereafter, on the first days of July and January of each year during the continuance of this contract, file a written report, verified as aforesaid, in which report shall be stated fully and correctly the number of cubic feet of artificial gas manufactured and sold by said company during the six months immediately preceding the date of filing such report, together with the number of meters in use by consumers in said city at such date.

And in case the Board of Public Works of said city should at any time be convinced, either from information received by its members, or otherwise, that any such report so filed is erroneous, in any particular, said Board shall have the right, through its members or through any person it may designate, to examine all the books of said company, showing anything concerning the amount of artificial gas manufactured and sold as aforesaid, and said company, party of the second part, agrees and binds itself, that in case any such investigation is ordered by said Board, it will allow said Board, or any person designated by it, to inspect all of its said books containing any information on said subject of inquiry.

It is also agreed that in case of a disagreement between said Board of Public Works and said company, party of the second part, after any such examination as to whether the amount of artificial gas manufactured and sold in said city is sufficient to entitle the said city and its inhabitants to a reduction in the price of such gas, as hereinbefore stipulated, such question shall be submitted to the arbitrament of two competent and disinterested persons non-residents of said city, one to be chosen by the said Board of Public Works and the other by said company, and if such arbitrators, after a full and thorough investigation of the question, shall fail to agree, a third competent and disinterested arbitrator, non-resident of such city, shall be chosen by them, and in case they are unable to agree upon a choice of such third arbitrator, then the person who shall at that time be Judge of the Circuit Court of Marion County shall select and name such third arbitrator, qualified as aforesaid, and the decision of a majority of such arbitrators so chosen shall be final and conclusive on both of the parties hereto, and the price charged for such gas shall be fixed or maintained in accordance with such report.

3. The gas to be furnished by said company, party of the second part, under the terms and upon the conditions herein fixed, shall be merchantable illuminating gas, free from non-inflammable or poisonous qualities, in all respects of the highest standard of purity and of not less than eighteen (18) candle light power; that is, of such power and quality as that a burner consuming five feet thereof per hour at a pressure of not exceeding two-tenths of an inch at the photometric burner (which said burner shall be of the lava-tipped Bunson-Argand pattern) shall give a light, as measured by the photometric apparatus in ordinary use, of not less than eighteen (18) sperm candles, each consuming one hundred and twenty grains of sperm per hour, and said gas shall not contain more than twenty grains of sulphur and two and one-half grains of ammonia per one hundred cubic feet.

The said gas shall be delivered at the burner of the consumer at such pressure in the mains as shall be consistent with the proper distribution of the gas throughout the entire system of mains in the city, and the degree of pressure shall be at all times subject to and under the direction and control of the said Board of Public Works of said city, and all governors, meters and works of the said company shall at all times be subject to the inspection of the proper officer to be designated by such Board.

4. The said company, party of the second part, agrees and binds itself to so extend its lines of pipes and mains to the various parts of said city, that the inhabitants thereof may be supplied with gas for illuminating purposes wherever they may reasonably require the same, and when a petition therefor has been presented to the Board of Public Works, signed by owners or occupants of property in any territory in said city, asking such extension, and in which petition such owners or occupants shall bind themselves to take fifteen or more burners, and use the same for such gas, for each five hundred feet of space that such lines are asked to be so extended, not including any public grounds of the city, county, State or Federal Government; that is to say, that such owners and occupants along any such entire line of extension asked for shall bind themselves to take and use such a total number of burners that the same will average fifteen burners for each space of five hundred feet as aforesaid on said proposed line of extension, exclusive of any public grounds as aforesaid.

Whenever any such petition shall be filed with the said Board of Public Works, the said Board shall cause written notice to be given either to the President, Secretary, Superintendent or any officer of said company found at its office in said city, requiring said company, by its representatives, to appear before said Board on a day and at an hour certain to be named in said notice, not less than five days after the service of such notice, and show cause why the prayer of such petition should not be granted. The said notice shall contain an accurate description of the streets, alleys, avenues or grounds through and along which such extension is asked, and the territory, the inhabitants of which it is proposed to have supplied with gas as aforesaid.

On the day and at the time named in such notice the said Board of Public Works shall give to said company, party of the second part, if its representatives so desire, a full hearing on the question as to whether such petition has been signed by the requisite number of owners and occupants of property who have agreed therein to take and use the number of burners aforesaid, and as to whether such extension may be reasonably required. If said company shall not appear before said Board at the time fixed in said notice, such Board may act upon such petition on such evidence or information as it may have from any source.

If, after such hearing, it should appear to said Board that such petition has been signed, as herein provided, and contains the agreement as to burners herein required, and that such extension may be reasonably required, it shall make an order requiring such extension to be so made as asked, and in such order shall fix the time within which such work of extension shall be completed, which period of time shall in all cases be of sufficient length that the said company, party of the second part, by the exercise of reasonable diligence, may be able to make such extension within such time.

The said Board shall cause written notice of any such order to be given to said company, and if the said company shall fail or refuse to make any such extension in accordance with the terms of such order, within the time fixed therein, it shall forfeit and pay to the said city as liquidated damages for breach of this contract the sum of fifty dollars (\$50) for each day that the completion of such extension is delayed beyond the period so fixed: Provided, That said company shall not be required to proceed with the extension of any of its lines of pipes and mains, under any order of said Board, at any time between the first day of November and the first day of April following in any years.

5. And the said company, party of the second part, also agrees that it will use no meter nor require the use of any meter in the measurement of gas sold under the provisions of this contract, except such as will accurately measure all gas passing through them, and all meters whose measurements do not exceed "two per cent. fast" or "three per cent. slow" shall be considered accurate.

The Board of Public Works of said city shall have authority at any and all times to inspect or cause to be inspected, and to test and cause to be tested any meters in use by said company, for the purpose of determining the accuracy of the same.

6. It is also agreed by and between said parties, that if at any time during the continuance of this contract complaint is made to the said Board of Public Works that the quality of artificial gas being furnished by the said company, party of the second part, to the said city, or any of its inhabitants, for illuminating purposes, is not equal to the standard fixed and prescribed herein, or that meters through which any such gas is measured are defective and inaccurate, the said Board, being satisfied that such complaint is well founded, shall have the right to employ experts to investigate the quality of such gas and to inspect and test any such meters, and the said company, party of the second part, agrees and binds itself to pay for the services of any and all such experts so employed, the reasonable value thereof, upon demand of the said Board.

7. It is agreed and understood by the parties hereto, that in case of the failure on the part of said company, party of the second part, to comply with the terms and provisions of this contract, then all the rights of said company under this contract shall cease, and the City of Indianapolis, its Board of Public Works and Common Council shall no longer be bound by any of its provisions.

8. Nothing in this contract shall be held to require the said City of Indianapolis to continue the lighting of any of its public grounds, buildings, streets, alleys or avenues during the whole or any part of said period of ten years with gas to be furnished by the said company, but the city reserves the right to discontinue the said lighting, in whole or in part, at its pleasure. It is, however, agreed and understood that while any streets, alleys or avenues are lighted with gas at the expense of such city no greater sum shall be charged per post than is now charged.

9. The said company, party of the second part, also agrees, that in all cases where it shall cause excavations or trenches to be made in any street, alley, avenue or public grounds in said city, for the purpose of extending or repairing any of its pipes or mains, or other lawful purpose, it will fill the same as early as practicable and restore such street, alley, avenue or public place to as good condition for travel as it was before such excavation was made, and in case of failure so to do, the said city, by its proper officers and employes, may proceed to restore any such place to its former condition, in which case said company shall be liable to the said city for the reasonable cost thereof.

And the said company shall be liable for any damages to any person or property resulting from any neglect or fault of any of its officers, agents, servants or employes; and should said city be sued therefor, said company shall be notified of such suit, and thereupon it shall be the duty of said company to defend the same; and should a judgment be recovered against the said city on account of the negligence of said company, its agents, servants or employes, the city shall recover the amount thereof with all costs from the said company, and the record of such judgment against the city shall be final and conclusive evidence in the case, it being the agreement of the parties that said company shall save said city harmless from the payment of any damages on account of or growing out of its use of any of the streets, alleys, avenues or public grounds of said city in the laying, extending or repairing of any of its lines of pipes or mains, or otherwise.

This contract shall be in full force and effect upon its approval and ratification by the Common Council of said city, by an ordinance duly passed, and upon the repeal by said Council in proper form of the ordinance hereinbefore referred to, entitled "An ordinance regulating the distribution and consumption of artificial gas; fixing the price thereof and matters connected therewith; prescribing a penalty, and fixing a time when the same shall take effect," passed August 2, 1897.

Upon the taking effect of this contract, the case hereinbefore mentioned, of the Indianapolis Gas Company vs. City of Indianapolis, shall be dismissed at the costs of the plaintiff, and all right of action against the plaintiff upon the injunction bond therein be released and discharged.

In testimony whereof, said parties have hereunto set their hands and seals this the 28th day of June, 1899.

THE CITY OF INDIANAPOLIS,
By M. A. DOWNING,
W. SCOTT MOORE,
T. J. MONTGOMERY,
Board of Public Works of said City.
THOMAS TAGGART,
Mayor.

INDIANAPOLIS GAS CO,
By F. J. HASTINGS,
President.
Attest: S. D. PRAY,
Secretary.

And whereas, Said contract and agreement has been submitted by said Board of Public Works of said City of Indianapolis to the Common Council of said city for its action thereon; therefore,

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the foregoing contract and agreement, made and entered into on the 28th day of June, 1899, by the City of Indianapo-

lis, by and through its Board of Public Works, and the Indianapolis Gas Company, be and the same is hereby in all things ratified, confirmed and approved.

Sec. 2. This ordinance shall take effect and be in full force from and after its passage.

Which was read a first time and referred to Committee on Contracts and Franchises.

By Mr. Colter:

G. O. No. 31, 1899. An ordinance amending Section 1 of an ordinance entitled "An ordinance defining the fire limits in the City of Indianapolis and the character of the buildings which are forbidden to be erected within such limits, and matters connected therewith," approved by the Mayor July 25, 1894, and fixing the time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That Section 1 of an ordinance entitled "An ordinance defining the fire limits in the City of Indianapolis and the character of the buildings which are forbidden to be erected within such limits, and matters connected therewith," approved by the Mayor July 25, 1894, be and the same is hereby amended so as to read as follows:

Section 1. That the fire limits in said City of Indianapolis shall be all that territory bounded as follows:

Commencing at the intersection of Michigan street and the center line of Missouri street, thence south with the center line of Missouri street to New York street, thence west on New York street to Blackford street, thence south on Blackford street to the center line of Wabash street, thence west on the center line of Wabash street extended west to Blake street, thence south on Blake street to the old National road, thence west on the old National road to the east bank of White River, thence south along the east bank of White River, following the meanderings of said stream, to the Terre Haute & Indianapolis Railroad tracks, thence east on the Terre Haute & Indianapolis Railroad tracks to West street, thence south on West street to South street, thence east on South street to Senate avenue, thence south on Senate avenue to Merrill street, thence east on Merrill street to Illinois street, thence north on Illinois street to Henry street, thence due east to Alabama street, thence north on Alabama street to South street, thence east on South street to a point in a line parallel with the southwest property line of Virginia avenue and one hundred and fifty (150) feet southwest from said property line, thence southeast on said line parallel with the southwest property line of Virginia avenue and one hundred and fifty (150) feet from and southwest of said property line to Coburn street, thence east on Coburn street to Dillon street, thence north on Dillon street to the first alley parallel with and northeast of Virginia avenue, thence northwest on the first alley northeast of and parallel with Virginia avenue to Noble street, thence north on Noble street to the tracks of the Pennsylvania Railroad Company, thence east along said tracks to Pine street, thence north on Pine street to Ohio street, thence west on Ohio street to Noble street, thence north on Noble street to Walnut street, thence west on Walnut street to a point in a line parallel with the northwest property line of Massachusetts avenue and one hundred and fifty (150) feet from and northwest of said property line, thence southwest on said line parallel with and one hundred and fifty (150) feet northwest from said property line of Massachusetts avenue to Michigan street, thence west on Michigan street to the place of beginning.

It shall hereafter be unlawful for any person to erect, assist in erecting or cause to be erected within the fire limits defined above any building whatsoever unless the outer walls thereof are composed of brick, stone or part iron and steel, together with such construction as to be fireproof, and unless the roof thereof is fireproof: Provided, however, That this section shall not apply to privies less than ten feet high.

It shall also be unlawful for any person to alter or repair, or assist in altering or repairing, or cause to be altered or repaired, any frame or wooden building now erected within the fire limits aforesaid, with the same kind of material as that of which it is composed, when the amount required to so alter or repair the same shall exceed ten (10) per cent. of the present value of such building, to be determined by the Building Inspector, or in such a manner and to such an extent as to make a different or larger building, whatever amount be the cost thereof.

It shall be the duty of the Chief Engineer of the Fire Department, as well as the Building Inspector, whenever any building is in course of erection or has been fully erected, or whenever any building is being altered or repaired, in violation of any provision of this ordinance, to make complaint thereof before the Judge of the Police Court of said city, and any citizen of said city may make such complaint; and upon such complaint being made by either of said officers, or by any such citizen, said Police Judge shall issue a warrant for the arrest of such person so offending.

Any person violating any provision of this ordinance shall, upon conviction, be fined in any sum not exceeding one hundred dollars, and each day that workmen are employed on such building shall constitute a separate offense, and each day any such building, when completed, is allowed to remain standing shall constitute a separate offense. In addition to such penalty the Police Judge may include in his judgment an order that such person, if he be the owner of the building, shall immediately tear down and remove said building, and if such building is not promptly torn down and removed in obedience to such order, the Board of Public Works may tear down and remove such building or cause the same to be torn down and removed; and the expense thereof shall be paid to said city by the owner of such building.

Provided, however, The provisions of this ordinance shall not apply to any building the contract for the erection of which was made prior to the passage and taking effect of this ordinance, a permit granted therefor and work thereon already begun, but shall apply to all other buildings.

Sec. 2. This ordinance shall take effect and be in force from and after its passage and publication once each week for two consecutive weeks in the Indianapolis Sentinel, a daily newspaper of general circulation, printed and published in said City of Indianapolis.

Which was read a first time and referred to Committee on Public Safety and Comfort.

By Mr. Higgins:

G. O. No. 32, 1899. An ordinance repealing an ordinance entitled "An ordinance regulating the distribution and consumption of artificial gas; fixing the price thereof, and matters connected therewith; prescribing a penalty, and fixing a time when the same shall take effect," passed by the Common Council August 2, 1897, and approved by the Mayor August 9, 1897, and fixing a time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That an ordinance entitled "An ordinance regulating

the distribution and consumption of artificial gas; fixing the price thereof, and matters connected therewith; prescribing a penalty, and fixing a time when the same shall take effect," passed by the Common Council of said city on the 2d day of August, 1897, and approved by the Mayor on the 9th day of August, 1897, the same being known as G. O. No. 52, 1897, be and the same is hereby repealed.

Sec. 2. This ordinance shall be in force from and after its passage.

Which was read a first time and referred to Committee on Contracts and Franchises.

By Mr. Moffett (by request):

G. O. No. 33, 1899. An ordinance to prohibit the owners, agents, servants or employes of express wagons or other vehicles used for carrying freight or passengers within said city from soliciting business at other places than therein provided, repealing all ordinances in conflict, and providing a penalty for the violation thereof.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That it shall be unlawful for any owner, agent, servant or employe of any express wagon or other public vehicle or transfer company, used for carrying freight or passengers for hire within said city, to solicit business at any place except as herein provided, not to exceed a distance of ten (10) feet parallel with the rear or front part of any said wagon or vehicle in charge of any owner, agent, servant or employe, and not to exceed the width of said wagon, at any place where said vehicles are allowed to stand in said city, except they are not to approach nor solicit passengers or baggage nearer than fifteen feet of any railway depot used for the reception and discharge of passengers.

Sec. 2. Any person, agent, servant or employe violating any of the provisions of this ordinance shall, upon conviction, be fined any sum not exceeding five dollars.

Sec. 3. All ordinances and parts of ordinances in conflict with this ordinance and the provisions thereof are hereby repealed. This ordinance shall be in force from and after its passage and due publication.

Which was read a first time.

Mr. Moffett moved that G. O. No. 33, 1899, be referred to Committee on Public Health.

Mr. Higgins moved, as a substitute for Mr. Moffett's motion, that G. O. No. 33, 1899, be referred to Committee on Sewers, Streets and Alleys.

Which motion prevailed.

By Mr. Smith:

G. O. No. 34, 1899. An ordinance requiring the Cleveland, Cincinnati, Chicago & St. Louis Railway Company to station and maintain a flagman at the point on Hillside avenue in the City of Indianapolis where the tracks of said company cross the same, providing a penalty for the violation thereof, and fixing the time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the Cleveland, Cincinnati, Chicago & St. Louis Railway Company be and is hereby required and directed to station and maintain a flagman at the point on Hillside avenue in the City of Indianapolis where the tracks of said company cross the same, and that such flagman shall be so stationed and maintained at such point each day between the hours of 6 o'clock a. m. and 6 o'clock p. m.

Sec. 2. For every day or part of a day that the said Cleveland, Cincinnati, Chicago & Louis Railway Company shall fail to comply with the provisions of this ordinance, after the taking effect of the same, it shall be fined in the sum of not less than ten nor more than fifty dollars.

Sec. 3. This ordinance shall take effect from and after its publication once each week for two consecutive weeks in the Indianapolis Sentinel, a daily newspaper having a general circulation in said city.

Which was read a first time and referred to Committee on Railroads.

ORDINANCES ON SECOND READING.

On motion of Mr. Higgins, the following entitled ordinance was taken up and read a second time:

G. O. No. 19, 1899. An ordinance to amend section one of an ordinance entitled, "An ordinance to prohibit the owners, servants, or employes of express wagons or other vehicles used for carrying freight or passengers within said city, from soliciting business at other places than therein provided, and providing a penalty for the violation thereof." Passed by the Common Council April 3, 1899, being known and designated as General Ordinance No. 15, 1899, also to amend the title of said ordinance and fixing the time when the same shall take effect.

Mr. Higgins moved that G. O. No. 19, 1899, be stricken from the files.

Which motion was lost by the following vote:

AYES 9—viz.: Messrs. Bernauer, Costello, Higgins, Knight, Moffett, Seanon, Smith, Von Spreckelsen and President Mahoney.

NAYS 9—viz.: Messrs. Allen, Colter, Harston, Little, Madden, Merrick, McGrew, Rauch and Shaffer.

Mr. Shaffer offered the following amendment to G. O. No. 19, 1899:

1st. Amend Section 1 of said ordinance by adding to the end thereof the following words: "And fixing the time when the same shall take effect."

2d. By striking out the word "the" before the words "Union Station" in Section 2 of said ordinance, and inserting in lieu thereof the following: "When such office is located in any."

Mr. Knight moved that G. O. No 19, 1899, and the amendment to same be referred to Committee on Sewers, Streets and Alleys for further consideration.

Which motion prevailed.

On motion of Mr. Madden, the Common Council, at 8:45 o'clock P. M., adjourned.

Geo. H. Mahoney
.....
President.

ATTEST:

Chas H. Stuckmeyer City Clerk.