

PROCEEDINGS
OF THE
COMMON COUNCIL.

REGULAR SESSION.

CHAMBER OF THE COMMON COUNCIL OF THE
CITY OF INDIANAPOLIS,
MONDAY, OCTOBER 9TH, 1865, 7 O'CLOCK, P. M. }

The Common Council met in regular session.

Present—His Honor, the Mayor, John Caven, in the chair; and the following members at first roll-call :

Councilmen Allen, Boaz, Brown, Coburn, Colley, Emerson, Fletcher, Glazier, Kappes, Lefever, MacArthur, Seidensticker and Thompson—13.

Absent—Councilmen Grosvenor, Jameson, Loomis, Schmidt and Staub—5.

The proceedings of the regular session, held October 2d, 1865, were read and approved.

By Mr. Kappes—Petition :

INDIANAPOLIS, Oct. 5th, 1865.

To the Mayor and Common Council of the City of Indianapolis :

The undersigned, citizens interested in the bouldering of streets in the city opposite our property, which has been done, or is in the course of construction, not being satisfied that the same has been done, or is being done, in a substantial and permanent manner, request that a special committee of two or more citizens be appointed by the Council, competent and trustworthy, to examine the bouldering done in the city for a year past, or since January, 1865, and such as is now in progress, and report whether it is reliably done, and completed as was contemplated by the Council in making the contracts. We make no reflection on our City Engineer, who is overrun with

work, nor upon any other parties, but after the assessments on us are paid, the whole city is concerned in the durability of the bouldering. As impartial and suitable citizens for such duties, we recommend Daniel B. Hosbrook and James W. Brown, Engineers.

J. H. McKernan,	W. H. Morrison,
A. E. Vinton,	David Macy,
Wm. H. English,	Holloway, Douglass & Co.,
J. S. Dunlop,	James C. Yohn,
John Pyle,	N. G. Burnham,
F. P. Cunningham,	
D. S. Beaty, Adm'r estate of Royal Mahew, deceased,	
John S. Spann, } Trustees of 2d Presbyterian Church,	
C. C. Ferguson, }	
R. L. Talbot, }	
W. T. Gibson, }	
J. Morrison, }	Vestrymen of the Episcopal Church,
W. Edmunds, }	
J. B. McChesney, }	
E. W. Pattison, Pres't Board of Trustees of Wesley Chapel,	

Which, on motion of Mr. Brown, was referred to the Board of Public Improvements.

By Mr. Lefever—Petition :

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis:

Your petitioners would respectfully represent that there is a pond of water standing on Illinois street, between McCarty and Ray streets, that is prejudicial to the health of persons living in the vicinity. Your petitioners would respectfully ask to fill the place referred to at their own expense, under the directions of the City Engineer.

Joseph Myers,	John Schultheis,
Wm. C. Bowman,	William Meyer,
Christ. Reitzel,	And 19 others.

On motion, the prayer of the petitioners was granted.

Mr. Brown introduced general ordinance No. 20, entitled :

AN ORDINANCE authorizing the Cincinnati, Indianapolis and Danville Railroad Company to construct a track through the City of Indianapolis, and prescribing the terms thereof, and repealing an ordinance bearing the same title, passed September 25th, 1865,

Which, on motion, was read the first time by its title and laid upon the table.

By Mr. Boaz, from the Committee on Police :

INDIANAPOLIS, Oct. 9th, 1865.

To the Mayor and Common Council of the City of Indianapolis:

The undersigned Special Committee, to whom was referred the charges of Chief of Police against Patrolman John A. Moores, respectfully report that in their opinion there is good ground for said accusation, and they herewith present said charges against said Moores to the Council for trial, and we respectfully recommend that said trial shall take place on — day of October, 1865, and that the Mayor be requested to issue summons for the defendant

to appear before the Council to answer said accusation on said day, and that subpoenas be issued likewise for J. Van Blaricum, Henry Emmerick, Herman Bergerer, James Stevens, George Thomas and Gustave Bergener.

Respectfully submitted,

WILLIAM BOAZ,
J. H. KAPPES,
HENRY COBURN, } *Committee.*

Mr. Boaz also presented the following :

INDIANAPOLIS, Oct. 9th, 1865.

To the Mayor and Common Council of the City of Indianapolis :

GENTLEMEN :—I herewith tender my resignation as Day Patrolman of the Fifth Ward to your consideration, hoping to have the respect and esteem of you as in my future acts I may prove worthy of them, and pray that you may overlook, or at least that you will bear leniently with me in one slight error, which was not intended as such. With kind regards, I am yours,

Respectfully,

JOHN A. MOORES.

The question being on accepting the resignation of policeman Moores, the ayes and noes were called for.

Those who voted in the affirmative were Councilmen Allen, Boaz, Brown, Colley, Glazier, Grosvenor, Lefever, Schmidt, Seidensticker and Staub—10.

Those who voted in the negative were Councilmen Coburn, Emerson, Fletcher, Kappes, MacArthur and Thompson—6.

So the resignation was accepted, thereby doing away with the necessity of any action on the report of the Committee on Police.

Mr. Brown, on behalf of the Committee on Gas, moved—

That a Special Committee of three be appointed, whose duty it shall be to examine the lamps as set upon the posts on South Delaware street, and report to this Council whether they have the proper fastenings, and if they are properly set, &c.

Which motion prevailed.

His Honor, the Mayor, JOHN CAVEN, from the Special Committee on Gas, to whom the matter was referred, submitted the following able report, to-wit:

INDIANAPOLIS, Oct. 9, 1865.

To the Common Council of the City of Indianapolis :

GENTLEMEN :—The Special Committee, to whom was referred the subject of lighting the city with gas, now report as follows :

We have had under consideration the proposition of the Indianapolis Gas Light and Coke Company, in which they propose to light the city with gas, for twenty years, at the price of \$3.48 per 1,000 cubic feet, both to citizens and public lamps; the city to light, extinguish and repair, and the consumer to pay the Government tax in all cases.

At present the city pays for street lamps about \$2.37, and citizens \$4.50 per 1,000 feet, exclusive of the Government tax.

During the year 1864, the Company manufactured 21,506,400 cubic feet, of which 16,997,500 feet was used by citizens, and 4,508,900 feet in the street lamps.

There were 533 street lamps, each consuming 8,640 feet per year, and costing \$20 per lamp, being lighted only in the dark of the moon.

Upon the consumption of the same amount, and in the same ratio, between street lamps and private consumers, at the prices named in the present proposal of the Company, the city would pay \$5,013 more, and citizens \$17,337.45 less, being a net reduction of \$12,322.45.

In towns in England, near the coal regions, where coal averages 5 to 8 cents per bushel, the price of gas is from 25 to 50 cents per 1,000; and in private institutions, where they manufacture their own gas, and coal does not exceed 8 cents per bushel, the cost is about 35 cents per 1,000; and in London, where coal is 16 to 20 cents per bushel, the price to consumers is from 95 cents to \$1.08 per 1,000, and then the price of the coal is more than one-half the sale price of the gas, proving that the coal is the great item, and that even where it is cheap, its cost exceeds all the balance of the cost of production, and the profits.

In the City of Boston the price to private consumers is \$3.50; street lamps, burning four and a-half feet per hour, one-half foot per hour more than here, and burning the same time as ours, \$23 per year. Three varieties of coal are used, costing 27, 33 and 44 cents per bushel.

In the city of New York the Manhattan and Metropolitan companies heretofore, and still charge, but \$2.50. The New York Company heretofore charged \$2.50, and have raised to \$2.75. The Harlem charged \$3, and have raised to \$3.80. Coal costs 50 cents per bushel, and the gas stocks are worth a very large premium.

In Cleveland the price to citizens is \$3; street lamps \$1.50; coal about 20 cents per bushel.

In Detroit the price to citizens is \$2.50; street lamps \$1.50; coal 24½ cents per bushel.

In Chicago the price to private consumers is \$3.50; coal 42 cents per bushel.

The Philadelphia works are owned by the city. The price to private consumers, until January 1st, 1864, was \$2, and then advanced to \$2.50; and in August last to \$2.85, upon prompt payment, and \$3 if not so paid.

A statement the Committee have seen is in part as follows: "The City of Philadelphia, having failed to obtain appropriations for the extension of their works, the price of gas was raised from \$2.50 to \$3, to provide for extensions.

These extensions of pipes are run out on all the roads diverging from the city, distances of from five to ten miles."

It would seem that the price was not raised because it was too low for the gas, but because it was desired that the works should yield a surplus revenue sufficient to make extensions of pipes, reaching five to ten miles out of the city.

The price for the street lamp is \$48 per year. The impression of the Committee is that this includes lighting, extinguishing, repairing, &c.

This would be an item of \$10, leaving \$38 for the gas. These lamps, like ours, burn in moon time, but burn double as much per hour, they burning eight feet and ours four feet per hour, or equal to about \$18 per year for an amount of gas consumed by one of our lamps. Coal 39 cents per bushel of 80 lbs., or 34¼ cents for Indiana weight of 70 lbs.

In Pittsburg, Pennsylvania, for the year ending June, 1864, gas was, and still is, furnished to private consumers at \$1.60. 12,000,000 feet, about one-seventh of their entire manufacture, is furnished for the street lamps entirely free of charge, and 1,189,073 feet in addition, at 75 cents per 1,000. Thus, the City of Pittsburg, with a population of 115,000, paid for lighting the street lamps of the entire city for one year a little over \$900, and private citizens supplied at \$1.60, and the Company made dividends of ten per cent., all their charter allows them, and carried a surplus of earnings of \$6,368.17, (being a

profit of $11\frac{1}{2}$ per cent.) to the credit of the next year; and this after giving away one-seventh of their entire manufacture, and paying a Government tax of nearly \$12,000; and then the profits were one-third their gross receipts.

The average price on the whole amount, after deducting Government tax, was \$1 36 per 1,000 feet, coal costing 10 to 11 cents. The net cost of manufacturing gas was 74.52 cents per 1,000, and including salaries, expenses of all kinds, repairs, taxes, &c., was 80.07 cents per 1,000. They produce 85,091,569 cubic feet, or about four times the last year's production here.

In Covington, Kentucky, the contract is to furnish gas to consumers at \$3 until the consumption amounts to 40,000 feet per day; between 40,000 and 75,000 feet per day, \$2 50, and when over 75,000 feet per day the price is to be \$2, and the street lamps and public buildings are to be supplied at one-half these prices.

In Cincinnati, the contract with the present company expires June, 1866. On the 9th and 14th of December last the Company made proposals to the Council to renew upon certain terms, and on the 14th of December a majority of the Gas Committee of the Council recommended the adoption of an ordinance in accordance with the proposal of the Company renewing the grant for ten years, two sections of which are as follows:

"SECTION 1. Be it ordained by the City Council of the city of Cincinnati, that the price which the Cincinnati Gas Light and Coke Company shall charge for gas furnished by said Company for the public buildings, Council Chamber, offices, court rooms, prisons, station-houses and engine-houses of the city, or other companies therein, shall not exceed the rate of three dollars (\$3) for each thousand (1,000) cubic feet consumed, inclusive of the tax on gas now or hereafter to be imposed by the United States, which said Company shall assume and pay; provided, that in case the tax so imposed shall be reduced, the Company shall make an equal reduction in the price of gas.

"SECTION 2. That for gas furnished for burning in the public lamps of said city, in the streets, alleys, public grounds, parks, markets, market places and market houses, the price shall not exceed \$35 per annum for each lamp, including lighting and extinguishing, and repairs to lamps for ordinary wear and tear only, each lamp to consume as now, four cubic feet of gas per annum, burning every night during the year from dark till daylight."

The Gas Company was exceedingly anxious to obtain a renewal upon these terms, and the President, in a lengthy communication, January 17, 1865, endeavors to persuade the Council to renew the grant upon the foregoing terms.

The proposed price to citizens, he states, is \$3, the Company paying the Government tax of 25 cents per 1,000, and further discounting 5 per cent. for prompt payment, leaving net for the gas \$2.60. Street lamps \$35 per annum, each burning from dark till daylight, 4 feet per hour, making the price of the street lamp \$2 09 per 1,000; and then the Company are to light, extinguish, and repair the lamps at their own expense.

In Indianapolis this expense is borne by the city, and, under the proposition of the Company, would continue to be borne by the city, and is equal to at least \$7 per annum per lamp. Take this out of the price per lamp proposed at Cincinnati which would make a further reduction of 20 per cent. on the amount received for the gas, making the cost of the gas for street lamps only \$1.67 per 1,000, and an average on all the gas furnished of about \$2.48. We burn in our street lamps 8,640 feet per annum. The Company propose to charge us \$3.48 per 1,000, amounting to \$30.06 per lamp per annum. It costs at least \$7 to light, extinguish and repair, and the Government tax, \$2.16, making each lamp cost us \$39.22 per year, lighted only during the dark of the moon; and Cincinnati would pay \$35 and have her street lamps lighted every night in the year from dark until daylight. We would pay \$39.22 for 8, 40 feet, and Cincinnati \$35 for 16,746 feet. The same amount of gas we burn in a street lamp would cost in Cincinnati \$18.06, and costs us \$39.22. What in Cincinnati costs \$100 would cost us \$217.28

The Cincinnati Council refused this offer, expecting to do much better. The article shows farther that the average price of all gas furnished—that is

what the Company will receive after paying expenses of lighting, extinguishing and repairing street lamps, and paying all Government tax—will be \$2.48 per 1,000, and in order to justify so high a price, he enumerated the high price of articles used, as coal, 32 to 40 cents; pig iron, \$78 to \$86 per ton; lime, 60 to 75 cents; castings, \$110 to \$130 per ton. He also states that each bushel of coal makes one and one-fifth of coke, and that the Company sells one-third of the coke they make, equal to two-fifths the coal they buy. This, at one-half the price, would pay the cost of one-fifth of the coal. This is, however, an under-estimate. One bushel of coal will, after having been used for the gas, leave one and one-third bushels of coke, and we have authentic statements that the gas companies of Cincinnati and Pittsburg both sell as much in quantity of coke as they buy of coal. Thus, a given quantity of coal is purchased, the gas is taken out of it, and there is sufficient coke left to furnish the best necessary, and as much still left as equals in quantity the original coal used, and worth half the price, and the tar will pay for the lime; so that of the coal and lime used, the real expense is only about one-half the price of the coal, the residuum paying the balance.

In a few years, at most, when the Danville and Evansville Railroads are finished, we will have coal and iron as cheap as any city in the United States; and lime is found, of superior quality and inexhaustible quantity, within fifty miles of the city, and must, in a few years, become very cheap; and the same may be said of fire clay, as there is enough on the Terre Railroad to supply the world.

It will be seen, then, that the only item in which there can be much difference between us and Cincinnati, is the item of coal. Perhaps we may always be dependent upon the Ohio River for gas coal. Three bushels will make 1,000 feet of gas. Suppose we allow ten cents per bushel for the increase in price here over Cincinnati, and this is more than enough, and then the cost for 1,000 feet would be 30 cents greater here than in Cincinnati. The Cincinnati Company proposes to furnish to citizens for \$2.60; adding 30 cents would make 2.90 here. In Cincinnati they propose to furnish the public lamps for \$1.67 for the gas; add 30 cents, making \$1.97, for which it could be furnished here.

The Cincinnati Company propose to furnish citizens at \$2.60; Indianapolis \$3.48; difference 88 cents. Cincinnati street lamps \$1.67; Indianapolis \$3.48; difference \$1.81.

The President of the Cincinnati Company said the reason, or one of the reasons, they were obliged to fix the price of gas so high as \$2.48 per 1,000 feet, was that the coal cost them 32 to 40 cents. It can be delivered here for 27 cents, or 5 cents per bushel less than the least Cincinnati estimate, so that instead of adding on 30 cents to the 1,000 feet for the difference in the price of coal between here and Cincinnati, we would be justifiable in taking off 15, making the price to street lamps \$1.52, and to private consumers \$2.45.

The Cincinnati Company estimated pig iron at \$78 to \$86 per ton. It is worth here \$50. They estimate lime at 60 to 75 cents per bushel. It is worth here 40 cents.

They estimate castings at \$110 to \$130 per ton; worth here \$100.

The Cincinnati Company was anxious to obtain the grant at these proposed figures, much below the offer here, and based upon estimates of costs of the main items much above what they are here at this time.

It will be remembered that the Cincinnati Company were exceedingly anxious to obtain an extension of their grant upon these terms, from which we may infer they knew it would be profitable.

By a provision of their present charter, the city has the right to buy the works at a price to be fixed by appraisers, two selected by the Council, two by the Gas Company, and the fifth by the four. The Company do not wish to sell them at a fair estimate, but desire to renew upon the foregoing terms, and hence we must infer that they regard it as desirable, and they have had a sufficient experience to be able to rightly decide.

Although their grant expires next June, and no probability of their being able to renew it upon even these terms, for they were rejected by the Council.

cil and regarded universally as too high, yet their stock is now worth \$1.45, which means that they are confident of a renewal, and yet they know it can only be had by proposing much better terms than those above named.

There seems to be a disposition on the part of the Gas Company to offer to fix their prices by those of others throughout the country. This is not, however, a fair mode of determining the question. Most of these Companies were chartered a long time ago, and when their respective cities were small, and the matter but little understood, and the charters in nearly every case leaving it to themselves to fix their own prices, The Committee have found but one city in which there is a limit upon the prices the Gas Company might charge, viz., Pittsburgh, Pennsylvania; and in Philadelphia and Alexandria, Virginia; they are owned by the city, and when they have thus all over the country fixed their prices at the very highest, they are then each willing to take for their standard of prices that of others whose interest and policy is identical with their own, and it is in reality allowing them to be again the sole parties in establishing their own prices, to consent to follow the prices of other Companies which had no limit but their own will.

The true standard is not what prices other Companies, with no restraints but their own will, are charging, but for what price can it be reasonably afforded.

It is true there are other considerations than the mere cost of the generation of gas. The amount of capital invested in real estate, mains, &c., and the amount consumed, is a material circumstance. Indianapolis cannot expect gas as cheap as a city that consumes a much larger quantity. The cost of production is decreased in proportion as the amount consumed is increased. Indianapolis is rapidly growing, and it is fair to fix the price in view of this fact. In granting a charter for fifteen years, it would be fair to divide the advantages of this expectancy of increase, and establish the price at a rate adjusted to a middle point of consumption, and as the Company would reap the benefit after it was passed, they could afford to be somewhat moderate until it was reached. We must not establish the price upon the basis of the present consumption, which a few years will largely increase—indeed, increase every day after the date of the grant.

Your Committee, in view of all the facts, are willing to recommend an extension of the grant to the present Company for fifteen years, paying them \$2.40 per 1,000 feet for street lamps and city buildings, a metre to be attached to each one hundredth lamp, and taken as an average for the others; payments to be made, as at present, in city orders, and private consumers to pay \$3 per 1,000 feet; the consumers to pay the Government tax, and the city to light, extinguish, and repair the street lamps. This is allowing 40 cents per 1,000 for private consumers, and 73 cents per 1,000 for street lamps, more than the offer of the Cincinnati Company, which they were anxious should be taken, and which the Council refused, because they considered the charge as too high, and that, too, after the matter had received careful investigation.

The Committee would recommend the insertion of a provision in the grant, in substance as follows: "That in the event of any invention, discovery, or improvement, by which a saving in the cost of manufacturing or distributing gas is made, said Company shall, within a reasonable time after the same has been demonstrated as a mechanical or scientific truth, adopt such invention, discovery or improvement, and not defer the adoption of the same longer than one year after the same has been adopted in three other cities of the United States, and thereupon the price to be paid both for street lamps and public buildings, and to private consumers shall be reduced equal to one-half of the amount of such saving, leaving to the Company the benefit of the other half, as a proper inducement to diligence in its adoption, and should the same not be adopted, the price shall nevertheless be reduced as if it had been done.

The Committee would further recommend the appointment of a Gas Inspector, whose duty it will be to see to the quality of the gas, the accuracy of the metres, the propriety of the erection of street lamps, and that they are properly lighted, extinguished and repaired, and, indeed, a general supervi-

ion of the whole subject. He shall, as soon as practicable, prepare a chart and register, showing the lines of mains, their size, and also the location of lamp posts, and shall keep the same carefully perfected as additions are made. There should be two copies, and kept in different places, so that both would not likely be destroyed by any one ordinary casualty. He shall have free access to the books and accounts of the Company, to be present at the meetings of their Directors, keep an account of the receipts and expenses of the Company, and report to the Council from time to time.

The Council should pay him a reasonable salary, sufficient to secure a competent and faithful man. The city can afford to pay an officer a fair salary for fifteen years, by means of whom they will be able to obtain, when they come to renew, such full and accurate information as will enable them to make a new arrangement with a perfect understanding of the subject. The question of light for a large city is one too important to be in the dark upon. We should understand it thoroughly.

The present Company is composed of citizens amply able to comply with any contract they might make. We think the terms proposed in this report, while not oppressive upon consumers, will be amply remunerative at present, and the future is all with the Company.

We all know that the present advance in prices is the result of an inflation in the currency, growing out of the war, and with the cessation of the cause the effect will cease.

The entire policy of the Government will be directed to a return of specie payments, which can only be arrived at through a contraction of the volume of currency, and a reduction of prices will be a natural consequence. It will no doubt, take some time to accomplish this, but the steady gravitation of events will be in that direction.

The cost of production is reduced in proportion as the amount consumed is increased. In this, too, it requires but little of prophetic vision to foretell that the future is with the Company.

That our city is destined to prosper and grow with immense rapidity is one question upon which rests no doubt.

In Pittsburg the cost of manufacture is 80 cents per 1,000, including every thing—repairs, salaries, &c. The only article entering into the manufacture, in which there would be much difference in price, is coal.

The cost at Pittsburg was 10 and 11 cents; suppose it costs here 27—difference 17 cents. The difference in the value of coke here over Pittsburg would reduce it to 15 cents per bushel, and three bushels to the 1,000 would make the cost of the coal 45 cents more on the 1,000 than in Pittsburg, making the cost here to manufacture \$1.25 per 1,000 feet.

Upon the manufacture of the same amount as last year, and the same proportion for city and private consumers, and gas costing \$1.25 to manufacture at the prices recommended by the Committee, the Company would realize a profit of \$1.15 per 1,000 on street lamps, or \$5,185.23, and to private consumers \$1.75 per 1,000, or \$29,745.52, being a total of \$34,930.75; a clear profit, after all expenses, even taxes, have been paid, and good salaries to some of the stockholders as officers, of 10 per cent. on a capital of \$349,000. The value of the entire property of the present Company, as assessed for taxation, is \$162,850, and thus, at the price recommended by the Committee, would make dividends of nearly 21½ per cent. on their present capital.

But suppose the manufacture costs them \$1.50 per 1,000, their profits then on the street lamps would be 90 cents on the 1,000, amounting to \$4,058.01; and on that to private consumers would be \$1.50 per 1,000, amounting to \$25,496.25, or a total \$29,554.01, a fraction over 18 per cent. on the present capital, clear of everything, even taxes.

The Company last year supplied 533 street lamps, for which they received \$20, amounting to \$10,660. To private consumers, 16,997.500, at \$4.50, amounting to \$76,488.75; and estimating the coal and tax at \$5,000, their total income would be \$92,048.75.

The total manufacture was 21,506,400. If we allow \$2 per 1,000 as the cost of making the gas, their profits would be \$49,135.95, or 30 per cent. on their

present capital; and if it costs only \$1.50 per 1,000, it would be 36 per cent. on their present capital, and 20 per cent. on a capital of \$300,000, or within a small fraction.

With a capital of \$200,000 the Company can furnish gas at the price named by the Committee, and be at a cost of 1.94 per 1,000, and make dividends of 10 per cent., and can declare dividends of 10 per cent. on their present capital, and furnish gas costing them \$2.11 per 1,000.

Suppose we estimate the capital of the present Company at \$200,000, and they wish to make 10 per cent. dividends, requiring \$20,000 per annum. Should they furnish us, for all time to come, only the amount furnished last year, 21,506,400, at the price they propose, \$3.48 per 1,000, this would produce an income of \$74,832.27, and the coke and tar at least \$5,000 more, or a total of \$79,842.27. Deduct the dividends of \$20,000, leaving for expenses, \$59,842.27, which would enable them to furnish gas costing them \$2.78 per 1,000, and upon a capital of \$300,000, furnish gas costing \$2.31½

In Pittsburg, gas, including every expense, even taxes and salaries, was made in 1864 for 80 cents per 1,000, The coal cost 30 cents, and every other expense 50 cents for the 1,000.

Coal, we will say, costs here 27 cents per bushel, and three bushels to the 1,000 would be 81 cents, but the coke it would make would be worth at least 15 cents more than at Pittsburgh, making the coal for the 1,000 cost 36 cents more than at Pittsburgh, and we can still allow everything else to cost here four times as much as at Pittsburgh, and then make the gas at a cost of \$2.66 per 1,000.

The Committee would say that when they have spoken of the prices in other cities, they mean exclusive of Government taxes, and also the price at which it is furnished upon prompt payment.

Should the foregoing recommendation not meet the views of the Council or the Company, perhaps an arrangement might be made which reserved the right for the Council to establish the price every six or twelve months, to be based upon a fully detailed statement made by the Company upon the oath of the President.

Should this recommendation likewise be unfavorably received, we would recommend the formation of a new Company for twenty years, upon something like the following plan:

The capital stock to be \$200,000, and under the control of nine Directors, four of them elected by the Company and five by the Council, from its own members.

The city shall guarantee to the stockholders ten per cent. dividends, payable semi-annually. Five per cent. of the gross receipts shall be a fund to make extensions, and five per cent. addition as a sinking fund, with which the city shall buy the works at the end of twenty years, and thereafter can be furnished at cost.

We will suppose \$200,000 to be invested, and we wish to pay 10 per cent. dividends. That would require \$20,000; 5 per cent. sinking fund, \$10,000; 5 per cent. gross receipts for extensions, \$3,276, and to make 21,506,400 feet of gas, costing \$1.50 per 1,000, \$22,259 60 or a total required income of \$65,535 60 per year, and then the gas furnished at \$3.04½ per 1,000 feet, and the city have a fund sufficient at the end of twenty years to buy the works, and having had the use of the accumulation of such sinking fund in the meantime.

Ten per cent., together with the reduction in the price of gas, we think, would be sufficient to induce the requisite capital to invest, particularly by large gas consumers.

The stockholders receive this amount and no more, and hence could have neither the power or the motive to extort, and that the city was responsible for the payment of the dividends, and also to furnish cheap gas, would induce Councilmen to look to its economical management.

By appropriating five per cent of the gross receipts to extensions, the city at once becomes the owner of all extensions after \$200,000 has been expended, and to the benefits of the profit realized therefrom. The city should

have the preferred right to buy all the stock offered for sale, and no stock so sold should be entitled to dividends, unless the certificates had first been offered to the city, at par, and a refusal to purchase, which refusal should be indorsed thereon by the Treasurer, and a record kept of the same. As the plan proposed places the city in possession immediately of a sinking fund, out of its profits, it would soon be in a position to begin to buy the stock, and as it would not be necessary to declare any dividends upon the city accumulation of stock, while the extensions would of course aid in producing a general profit to the revenues, the price of gas could be lowered, and hence, while extensions would be continually being made, and the source of revenue and profit be increased, yet the dividend-bearing stock would never be increased.

The five per cent. invested permanently in property henceforward and forever, owned by citizens, and is a capital from which they reap the benefit of the reduction in the price of gas, and not a capital upon which they are required to pay interest, or the city might hold it as stock and receive dividends with other stocks, and add the amount to its Sinking Fund, and provide that whenever the Sinking Fund thus accumulated was sufficient to buy the whole amount of the original capital stock, they should have the right to do so, and the city become the owner the sooner.

One merit of this plan is its perfect adaptability to the future and to the changes and exigencies of times and circumstances. The price may be regulated at intervals, and if ascertained that for a time it had been unnecessarily high, it could be reduced to correspond, and while citizens must, of course, pay what it costs and a fair interest on the capital invested, and this they are willing to do, they will at all times know that that is all it is costing them, and they would be contented even in paying a high price. They would be contented to pay the present price if they believed it was only paying a fair profit on the capital invested, after paying the expenses of manufacture, but the general belief is they are paying far beyond this.

The Council would exercise great watchfulness over its management, for they would be required to pay the interest, and also secure to the citizens gas at the lowest possible price. In a few months we would all come to understand the matter and manage with economy.

It is undoubtedly true that private companies can and do manage these matters more economically than cities, but the reason the Committee preferred to see the city own the works, was that such organizations are of necessity to some great extent monopolies, and become rich and powerful, and instead of being our useful servants, they become our masters, and use the very money they make of the people, by the monopoly the people gave them, to retain their power.

But suppose we will say that it would not be right for consumers of gas to pay for extensions and finally for works, to be owned by citizens in common, and that we should not attempt anything more than to furnish gas, paying ten per cent. on the investment; and let extensions be new stock, and then allowing a capital of \$200,000 to begin with, the dividend would amount to \$20,000, at the cost of \$1.50 per 1,000 for an amount equal to that consumed last year, would be as before, \$32,259.60, requiring a total revenue of \$52,259.60, and that the gas could be furnished to all consumers at \$2.48 per 1,000.

A statement as follows, from the Gas Company, appeared in the daily papers of the 4th:

“With these statements and observations, I refer the citizens of Indianapolis, respectfully, to the exhibit of Messrs. Anderson and Van Landingham, as follows:

D. S. BEATY.

"INDIANAPOLIS, May 13, 1865.

"Estimated profits of the Indianapolis Gas Light and Coke Company, for the current year of 1864:

DR.

Coal on hand January 1, 1864, valued at.....	\$ 3 801 60	
Cost of coal and expense of manufacturing.....	77,976 33	
To Balance, net profits.....	11,598 58	
		\$93,376 51

CR.

Sales of Gas, Coke and Tar, in 1864.....	\$79,801 81	
Coal on hand December 31, 1864.....	13,568 70	
		\$93,376 51
By balance, net profits in 1864		\$11,598 58

"We certify the above to be correct, from a careful investigation of the accounts.

"GEO. P. ANDERSON,
"L. VANLANDINGHAM."

This statement alleges that their sales of gas, coke and tar, in 1864, were \$79,801.81.

In a report laid before this Council by the Gas Committee, July 24th last, (see page 175 of Council Proceedings,) was a statement signed by L. VanLandingham, Secretary of the Company, that the number of lamp posts was 533—at \$20 per lamp amounts to \$10,660.

The Treasurer's last report shows that they were paid for street lamps from May 15, 1864, to May 10, 1865, \$10,979.04, (Council Proceedings, July 10, 1865, page 128,) and for the previous year, \$11,064.88, (see Council Proceedings, June 6, 1864, page 23). A portion of this was consumed in the city buildings, and would be counted in the amount charged to private consumption; hence we will charge the street lamps with \$10,660. The same statement from Mr. VanLandingham recites that they sold in 1864, to private consumers, 16,997,500 feet. For this they charged \$4.50 per 1,000, and this would realize \$76,488.75, or a total of \$87,148.75 from the gas alone, while coke and tar are well known to be a large item of profit.

The expense account is said to be for that year, \$77,976.33, but we notice that this includes "cost of coal," and there was coal to the amount of \$9,567.10 more purchased than was consumed, and hence the actual expense for the year was but \$68,409.23; and this from \$87,148.75 would leave the profits \$18,739.51, and if we add but \$5,000 for coke and tar, makes the profits \$23,739.52.

The expense for the year was then \$68,409.23, and 21,506,400 feet were manufactured. This makes the bare cost of manufacture \$3.17 per 1,000. In Pittsburg the cost, including every expense, even salaries and taxes, was 80 cents per 1,000, or about 25 per cent. of the alleged cost here.

Perhaps it may be said that gas can be made much cheaper in Pittsburg than here, because coal is cheaper there. In order to see if the difference is in the coal, we will suppose the Indianapolis Company obtained their coal free of cost; and if it costs here 27 cents per bushel, and three bushels are required to make 1 000 feet, and we allow nothing for the coke and tar, we might then strike 81 cents from the cost; but we find the bare cost is still \$2.36, so that it is evident that the difference is not in the coal, as it still costs three times the Pittsburg price. Should we also furnish the lime free, worth 40 cents per bushel, and allowing one bushel to the 1,000, which is more than is required, and the bare cost is still \$1.96, or nearly two and a half times the Pittsburg cost.

We do not suppose that labor is any higher here than in Pittsburg, but as the average production of the Company is 59,000 feet per day, and they employ an average of 18 hands, at an average of about \$2.33 per day, and the cost of the labor is 71 cents on each 1,000; but even if this was supplied to the Company free of expense, according to their estimate, the bare cost would still be \$1.25 per 1,000; so that if they should be furnished free of cost, with all the coal, lime and labor, they require, the bare cost is still 68 per cent. more than in Pittsburg, after paying for all these things; but while coal costs more here than in Pittsburg, coke is also worth more here than there, and the difference in return profit from this source would be equal to at least 15 cents on the 1,000 in favor of Indianapolis over Pittsburg, and thus after crediting the coal account with its own profitable residuum; we furnish the coal, lime and labor, free of cost, and yet, according to the Company's estimate, the bare cost of manufacture for other expenses is \$1.40 per 1,000, or 75 per cent. more than the cost in Pittsburg, after not only paying for these chief items, but also all salaries, taxes, and all and every expense whatever, and is 4 cents per 1,000 more than the average sale prices in Pittsburg, upon which they declared dividends of 10 per cent., and carried over a surplus earning equal to 1½ per cent. more. The difference, then, cannot be in the coal, lime and labor, for when they get all these for nothing, their gas costs them, to make according to their own showing, 75 per cent. more than the cost in Pittsburg, where we may at least presume they cost something.

In the 8th volume of the American Encyclopedia, p. 97, in a scientific article, it is stated that only one-fourth of the coke made is used in heating the retorts, which would leave more coke in quantity for sale than the quantity of coal used.

There should be some provision in reference to future extensions. A petition should be presented to the Council, with a guarantee from responsible persons, to pay for a certain amount of gas per 1,000 feet of main, whether used or not. There is no propriety in an extension until it will pay a reasonable per cent. of profit on its cost. If it will not pay, it should not be made, and if it will not, the parties guaranteeing will be safe in so doing. Unless there are some such guards, extensions will be made that are not needed, and citizens should have it in their power to compel extensions when they are willing to pay an amount sufficient to justify the outlay.

The Gas Company have informed the Committee that if a renewal is not granted them, they will claim the exclusive right to furnish citizens for five years from March next. Their charter from the Legislature does not expire until March, 1871, and that, although the city may charter another company to furnish the street lamps, we cannot to furnish light to citizens. Their position will be seen from the opinion they have obtained from Judge Morrison, made an exhibit herewith:

"The act of the Legislature of the 12th of February, 1851, entitled 'An act to incorporate the Indianapolis Gas Light and Coke Company, grants to the corporation the right to manufacture and sell gas, for the purpose of lighting the City of Indianapolis, or streets thereof, and any buildings, manufactories or houses therein contained, and to erect necessary works and apparatus for conducting gas in the streets and avenues of said city.' This grant is, however, subject to the *proviso* that, before digging or commencing operations, the corporation should first give notice to and 'obtain the consent of the city for that purpose,' and that when obtained such consent should be binding. (Local laws of 1851, p. 295, sec. 2.)

"The fifth section of the act provides that the 'said company shall have the privilege of supplying the *City of Indianapolis* and *its inhabitants* with gas, for the purpose of affording light, for the term of *twenty years*;' provided that nothing in the act should be construed as to grant the Company the exclusive privilege of furnishing *said city* with gas for the purposes named.

"The sixth section authorizes the city to contract with the Company for the furnishing of gas to light the streets, engine houses, market houses, or any other public places or buildings.

"By an ordinance of the City Council of the 3d March, 1851, the Company,

under certain restrictions, was invested with the exclusive privilege, for the term of fifteen years from the date of the ordinance, of using the streets, lanes, alleys and public grounds of said city, for the purpose of laying down pipes for the conveyance of gas in and through the city, for the use of said city and its inhabitants.

"The question to which my attention has been called at this time is, whether or not, under the act of the Legislature, and the ordinance of the City Council, and the user of the Company for many years past, there will remain to the Company, at the expiration of the fifteen years from the first of March, 1871, any corporate rights, and, if any, what those rights would be?

"In answering the inquiry it must not be overlooked that the purpose of the act, as well as the purposes of the ordinance, is two-fold: First, the lighting of the City of Indianapolis, or its streets, &c., and second, the furnishing of its inhabitants with gas; and, keeping in mind this distinction, and applying the second proviso of the act, it essentially qualifies the first proviso in one important particular, in this: that by it the Company are expressly denied the exclusive privilege of furnishing the city with gas; whilst by the first proviso, the grant is, 'the privilege of supplying not only the city, but the inhabitants, for the term of twenty years.'

"My construction of the statute, therefore, is that the Common Council, having not only consented to the measure of having the city and its streets, etc., lighted by the Company, under a contract or contracts, if it could be done to the satisfaction of the parties, reserving at the same time the right to resort to other means to accomplish the object if necessary, but having made no such reservation for the inhabitants, then the right of the Company to supply the inhabitants, for the term of twenty years, is perfect and exclusive, notwithstanding the ordinance professes to limit the grant to fifteen years from the passage of the ordinance.

"The limitation, however extended, did in no wise impair the grant of the Legislature. In as far as the ordinance may be viewed as a contract with the city, and in so far as concerns the police regulations therein prescribed, it is of course obligatory; but no further. J. MORRISON.

"*Indianapolis, October 2, 1865.*"

It will be seen that a distinction is taken between the city and its inhabitants, and that it is claimed that the proviso in the charter, (p. 297, Local Laws, 1851.) reading thus: "*Provided*, that nothing in this act shall be so construed as to grant to said Gas Light and Coke Company the exclusive privilege of furnishing said city with gas for the purposes within named," by negating the exclusive right of furnishing said city, authorizes the inference of an implied exclusive privilege of furnishing citizens, and that that exclusive privilege continues until charter from the Legislature expires, in 1871.

The Committee are of opinion that the words *city* and *inhabitants* are merely eumulative and synonymous.

The opinion also holds that the charter being for twenty years, the city could not place any limits upon the time. Sec. 2, p. 296, provides that "before digging or commencing operations, the said corporation, hereby created, shall first give notice to and obtain consent of the said city for that purpose; said consent, when obtained, shall be binding."

This is clearly intended to and did reserve to the city the right to render their charter nugatory by withholding its consent; and hence the higher right and prerogative to entirely withhold our consent embraced within it the lesser right to consent with qualifications and conditions. The city gave a qualified consent as to time, viz: fifteen years.

The opinion admits that the grant of the city is a contract, and is binding just so far as suits the Gas Company, and no further; but we are at a loss to see why, if not valid in the restriction as to time, how can it be in any other? The charter does not reserve the right to the city to impose one condition or qualification more than another. If that condition is not binding, we have no control over them. That condition is one of the plainest provisions of the

grant. One of the great rules for the construction of contracts is: "What did the contracting parties mean?" What, then, did they mean in this case? Clearly the Council meant to grant the exclusive privilege for fifteen years, and no more. We think no one ever dreamed, until lately, of any other construction.

It was not the intention of the Legislature to force this Company upon us. They made its right to commence operations dependent upon our consent. We did not intend to give our consent for longer than fifteen years, as was well understood by all parties, and is apparent upon the face of the grant.

In the grant the city reserved the right to repeal the same, perhaps, however, dependant upon relation of the terms thereof, of which the Council would be the judge.

The city has for a long time been paying more for street lamps than the contract. The contract is, that "they shall furnish to the said city * * such quantity as may be required by the City Council for the public lamps at a price not exceeding what is now or may hereafter be paid by the city of Cincinnati for gas light for similar purposes." We pay the Company \$20 per lamp per year, for moon time, and in Cincinnati for years they have only been paying \$28 per lamp per year, burning from dark till daylight, or at least double the quantity burned here, and the Cincinnati Company light, extinguish and repair, while here this is done by the city; so that we should pay only about \$10 per lamp for the gas instead of \$20.

It will be well to have the matter investigated, and ascertain the amount of over-payment, and as it is no doubt the result of mistake and inadvertence, the Company will of course cheerfully refund whatever amount seems to have been wrongfully paid.

From the position the Company has assumed, the legal questions are likely to become important, and we would recommend their reference to the City Attorney to examine them and report.

In any grant that may be made it might be well for the city to reserve the right to buy, and also to regulate the price of setting meters, and the amount of service pipe.

Your Committee thus lay before you the result of their investigations. It has been a work of labor, and information had to be gathered from various and scattered sources. Our aim has been to procure reliable data, and we have made it as perfect as we could, and will gladly receive suggestions, or corrections of errors which may have occurred, if any.

J. CAVEN,
AUSTIN H. BROWN, } Committee.
J. HENRY KAPPES. }

On motion of Mr. Brown the report was received, and five hundred copies ordered to be printed in pamphlet form, for the use of the Councilmen and general distribution.

By Mr. Boaz, from the Committee on Printing and Stationary :

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis :

The Committee on Printing and Stationery would respectfully report that they have examined the accounts of James G. Douglass, City Printer, for printing and stationery, for three months, ending September 30th, 1865, and find that the prices for the same in view of present value of city warrants, are just and reasonable. Your Committee have ordered the said printing and stationery in compliance with the Rules of the Common Council, except printing 100 copies of ordinance granting right of way for Cincinnati, Indianapolis and Danville Railroad, for which your Committee made no order. The orders of Committee, and requisitions on the same, are herewith reported.

The Committee would respectfully recommend that the City Clerk be directed to issue warrants in favor of the City Printer, on the City Treasury, to be paid from any moneys appropriated for the payment of that officer, for the liquidation of the following claims, viz :

Holloway, Douglass & Co.,	- - - - -	\$1,372 90
E. J. Metzger,	- - - - -	185 20
Elder, Harkness & Bingham	- - - - -	30 30
J. H. Jordan, -	- - - - -	60 00
Making a total of - - - - -		\$1,648 40

Of the above claims sixty-seven dollars and seventy cents (\$67.70) are for advertising done by E J. Metzger and J. H. Jordan prior to this quarter, the payment of which your Committee considers just.

In conformity with the views of His Honor, the Mayor, and members of the Council, your Committee suspended the publication of the ordinance granting the right of way to the Cincinnati, Indianapolis and Danville Railroad Company, to afford an opportunity for the addition of a section to said ordinance requiring said Railroad Company to file with the City Clerk a formal acceptance of the terms of said ordinance.

All of which is respectfully submitted.

P. H. JAMESON,	} Committee.
WILLIAM BOAZ,	
CHAS. GLAZIER,	

On motion, the report was received.

Mr. Boaz, also introduced the following ordinance, to-wit :

AN ORDINANCE appropriating money for the payment of the City Printer.

SECTION 1. *Be it ordained by the Common Council of the City of Indianapolis,* That the sum of six hundred and forty-eight dollars and forty cents be, and is hereby, appropriated for the payment of James G. Douglass, for printing and stationery for the City of Indianapolis.

SEC. 2. This ordinance to be in force from and after its passage.

Ordained and established this 9th day of October, 1865.

J. CAVEN, *Mayor.*

Attest:

C. S. BUTTERFIELD, *City Clerk.*

Which, on motion, was read the first time by its title ; and, on motion, was read the second time.

Mr. Boaz, then moved that the rules be suspended and the ordinance read the third time and placed upon its passage.

The question being on the suspension of the rules, those who voted in the affirmative were Councilmen Allen, Boaz, Brown, Coburn Colley, Emerson, Fletcher, Glazier, Grosvenor, Kappes, Lefever MacArthur, Schmidt, Seidensticker, Staub and Thompson—16. Noes, none.

So the rules were suspended and the ordinance read the third time and placed upon its passage.

The question being, shall the ordinance pass? those who voted in the affirmative were Councilmen Allen, Boaz, Brown, Coburn, Colley, Emerson, Fletcher, Glazier, Grosvenor, Kappes, Lefever, MacArthur, Schmidt, Seidensticker, Staub and Thompson—16. Noes, none.

So the ordinance passed.

By Dr. Thompson, from the Special Committee on Water Works :

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis :

The Committee to whom was referred the address of Mayor Caven, and the resolution offered by His Honor, have had the same under consideration, and recommend the immediate passage of the resolution, with some few amendments, as the initial step in the accomplishment of the subject so ably presented by His Honor to this Council, viz: the establishment of Water Works for the City of Indianapolis.

W. CLINTON THOMPSON,	} <i>Committee.</i>
J. HENRY KAPPES,	
AUSTIN H. BROWN,	

On motion, the report was received, and the resolution read, as amended, and placed upon its passage, as follows, to-wit :

Resolved, That it is expedient to have constructed works for the purpose of supplying the City of Indianapolis, and the inhabitants thereof, with water, but that it is inexpedient for said city, under the powers granted in its act of incorporation, to build such works, and hereby invite the inhabitants of said city, and others, to organize a company for the construction of such water works, and the Council reserves the right to reject any and all propositions, and, in granting a charter, to annex any conditions in their discretion.

The question being on the passage of the resolution, those who voted in the affirmative were Councilmen Allen, Boaz, Brown, Coburn, Colley, Emerson, Fletcher, Glazier, Grosvenor, Kappes, Lefever, MacArthur, Schmidt, Seidensticker, Staub and Thompson—16. Noes, None.

So the resolution passed.

From Civil Engineer—Report :

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis :

I. That William Cowan has completed his contract for grading and graveling St. Clair street and sidewalks, between Chatham street and Massachusetts Avenue, and would recommend the passage of the following resolution :

Resolved, That the following "first and final estimate" allowed William Cowan for grading and graveling St. Clair street and sidewalks, between Chatham street and Massachusetts Avenue, be and the same is hereby adopted as the estimate of this Council; and the property owners are hereby required to pay the sums set opposite their respective names.

II. That the lamps erected by Messrs. Coulter & White on South Delaware and Meridian streets are not properly braced, and would recommend that a committee be appointed to examine the same.

III. Would recommend, for your appointment, Hiram J. Craft as Assistant Civil Engineer, to date from May 1st, 1865.

JAMES WOOD, *Civil Engineer.*

P. S.—Bids for various street improvements are herewith submitted.

The question being on the passage of the resolution embraced in the Engineer's report, approving the estimate in favor of William Cowan, those who voted in the affirmative were Councilmen Allen, Boaz, Brown, Coburn, Colley, Emerson Fletcher, Glazier, Grosvenor, Kappes, Lefever, MacArthur, Schmidt, Seidensticker, Staub, and Thompson—16. Noes, none.

So the resolution passed.

On motion of Mr. Seidensticker, the date of the appointment of Mr. Craft as Assistant Civil Engineer, as recommended by the Civil Engineer, Mr. Wood, was changed from the first day of May 1865, to the date of appointment and confirmation.

Mr. Brown moved to postpone the confirmation of the appointment of Hiram J. Craft as Assistant Civil Engineer.

The ayes, and noes were called for.

The question being on the postponement, those who voted in the affirmative were Councilmen Brown, Coburn, Emerson, Glazier, Grosvenor, Kappes, Schmidt, Seidensticker and Thompson—9.

Those who voted in the negative were Councilmen Allen, Boaz, Colley, Fletcher, Lefever, MacArthur and Staub—7.

So the motion to postpone carried.

On motion the sealed proposals accompanying the Engineers report were referred to the Board of Public Improvements :

From the City Clerk—Report :

OFFICE OF CITY CLERK,
Indianapolis, Oct. 9, 1865. }

To the Mayor and Common Council of the City of Indianapolis :

GENTLEMEN:—I would respectfully report that affidavits have been filed with me for the collection of street assessment by precept, as follows, to-wit :

Michael Shea against Lawrence Doyle for	- - - - -	\$ 45 30
Michael Shea against Anthony O'Harra for	- - - - -	90 60
Michael Shea against Wm. F. Bone for	- - - - -	188 75
Michael Shea against Patrick Gillespie for	- - - - -	94 37

John Stumph against N. B. Palmer for	- - - - -	\$862 60
John Stumph against James H. McKernan for	- - - - -	262 57
John Stumph against John Carlisle for	- - - - -	1,647 41
C. E. Whitsit vs. W. Wright,	- - - - -	140 40

And would respectfully recommend that you order precepts to issue.
Respectfully,

C. S. BUTTERFIELD, *City Clerk.*

On motion of Mr. Allen, the report was received and the Clerk directed to issue the precepts.

Mr. Kappes called up special ordinance No. 72, entitled:

AN ORDINANCE to provide for furnishing and erecting lamp-posts, lamps and fixtures on North Delaware street, between North street and St. Joseph street,

Which was read the third time and placed upon its passage.

The question being, shall the ordinance pass? those who voted in the affirmative were Councilmen Allen, Boaz, Brown, Coburn, Colley, Emerson, Fletcher, Glazier, Grosvenor, Kappes, Lefever, MacArthur, Schmidt, Seidensticker, Staub and Thompson—16. Noes, none.

So the ordinance passed.

Mr. Coburn called up special ordinance No. 74, entitled:

AN ORDINANCE to provide for grading and graveling the alley running north and south through Square 23, between Massachusetts Avenue and Vermont street,

Which was read the third time, and placed upon its passage.

The question being, shall the ordinance pass? those who voted in the affirmative were Councilmen Allen, Boaz, Brown, Coburn, Colley, Emerson, Fletcher, Glazier, Grosvenor, Kappes, Lefever, MacArthur, Schmidt, Seidensticker, Staub and Thompson—16. Noes, none.

So the ordinance passed.

Mr. Brown called up general ordinance No. 10, entitled:

AN ORDINANCE regulating the paving of sidewalks of the streets of the City of Indianapolis,

And offered the following as an amendment to section 2d, to-wit:

Provided, That all pavements which have been laid down during the years 1864 and 1865 shall not be required to be taken up and re-laid, and the owners of property fronting thereon shall not be subjected to the provisions of this section of this ordinance.

Pending which, on motion, the ordinance and amendment were laid over.

By Mr. MacArthur :

WHEREAS, The condition of the streets and alleys of the city are continually being complained of, as being either very unhealthy or impassible, and that the number of men employed by the Street Commissioner is entirely inadequate to keep the same in good repair ; therefore, be it

Resolved, That the Street Commissioner be authorized to employ a sufficient number of men, so that each Ward will have at least six workmen within its boundaries all the time ; and further, that this Council appoint some suitable person to be an assistant Street Commissioner.

Which, on motion, was referred to the Board of Public Improvements.

Mr. Brown moved—

That the Board of Public Improvements be instructed to inquire whether the contractors for paving with brick the sidewalks on Kentucky Avenue and Illinois street, has properly replaced the boulders taken up by them in order to lay down curbstones, and if not, whose duty it is to properly replace the boulders.

Which motion prevailed.

Mr. Brown moved—

That the Street Commissioner be instructed to pave with stone flagging the sidewalk (city's portion) on the west side of Maryland street, where the same intersects with Georgia street, the work to be done to the satisfaction of the Board of Public Improvements.

Which motion prevailed.

Mr. Emerson moved—

That the Civil Engineer is hereby directed to advertise, for ten days in the Indianapolis Journal, for proposals for the rebuilding of Market street bridge, and also for the recovering of Ohio and New York street bridges with good white or burr oak plank, 2½ inches in thickness ; and, also, to advertise for proposals to build a bridge over Pogue's Run, at the crossing of Tennessee street.

Which motion prevailed.

Mr. Jameson moved—

That the property holders on North street, between Alabama and East streets, be permitted to improve the sidewalks on the same, in accordance with ordinance in force for the improvement of said street and sidewalks, and that the Engineer is hereby directed to set the proper stakes for said improvement.

Which motion prevailed.

UNFINISHED BUSINESS.

By Mr. Grosvenor—Petition :

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis :

Your petitioners, property owners, residents or merchants, on South Illinois street, respectfully represent that the standing of public hacks upon said street is detrimental to our interests, and, as we believe, to the public

welfare; we therefore earnestly petition for such action by your Honorable Body as may be necessary for the removal of said grievance.

Jesse A. Baker, H. N. Quimby,
C. M. Marshall, W. H. Roll,
J. Muhlenbek, And 7 others.

Which, on motion, was laid upon the table.

By Mr. Glazier—Petition:

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis:

GENTLEMEN:—The undersigned, property owner on Delaware street, would ask the privilege of erecting a scale in front of his warehouse, near the Central Depot.

F. P. RUSH.

Which, on motion, was referred to the Board of Public Improvements.

By Mr. Glazier—Petition:

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis:

The undersigned, your petitioner, respectfully showeth:

That about one year since he purchased of Samuel Beck sixty-two and one-half feet (62:6) of ground, fronting on Delaware and Cumberland streets, on which there are a three-story brick house and a one-story frame.

That Samuel Beck, when he built his three-story brick house, on the corner of Delaware and Cumberland streets, had his corner marked for him by James Wood, Sr., then City Engineer.

That said Beck built his house in compliance with the establishment of the corner of his ground.

That said corner was established by a measurement southward from Washington street, and across Cumberland street.

That Cumberland street is now fully thirty (30) feet in width, which is in accordance with the original plat of the City of Indianapolis, and that the undersigned can only determine the location of the south line of his ground by measuring from the north line.

Further: That John Grosch is about to erect a block of buildings on ground adjoining that of the undersigned on the south, and that in his application to the City Engineer to establish his lines, the Engineer persists in measuring from the corner of Maryland and Delaware streets; and further:

That such a starting point for determining the lines of lots is incorrect, inasmuch as J. K. Sharpe, the owner of the building on the corner of Maryland and Delaware streets, did not have his corner accurately set when his buildings was erected, but built on the foundation put in by the late Judge Stevens, who, it is notorious, ignored all measurements, except such as he made himself, and all establishment of correct lines, the recording of plats made from surveys, or any other measures to accurately determine the bounds of real estate sold by him.

That the undersigned understands it to be in accordance with previous usage and practice, that the bounds of all lots shall be determined by measurement from Washington street.

That if the Engineer is permitted to establish John Grosch's north line by a measurement from Maryland street, the undersigned will be deprived of the use of three inches of ground, which is of considerable value to him, and may have to tear away the north wall of his building on Cumberland street,

which the present Engineer says is three inches too far north, but which his father said was in the proper place.

Your petitioner would therefore ask that you adopt some measure whereby he will not be damaged, and inform him and the public whether the father and the son, as Engineers, and acting in the capacity of public officers, can thus conflict in official statements, and both be entitled to full credit and confidence.

And your petitioner will ever pray, &c.

CHAS. G. MUELLER.

Which, on motion, was referred to the Committee on Streets and Alleys, and the Civil Engineer.

By Mr. Brown, from the Committee on Streets and Alleys :

INDIANAPOLIS, October 2, 1865.

To the Mayor and Common Council of the City of Indianapolis :

The Committee on Street and Alleys, to whom was referred the report of the Commissioners on Opening Streets and Alleys, on the petition of Henry Raymond, Edward T. Sinker and others, for the opening of New Jersey street, ninety (90) feet in width, between Merrill and McCarty streets, beg leave to report that they have examined the same, and have come to the following conclusion :

The opening of a street in any portion of the city when the same is an extension of a principal street already open to the public, and when the same forms a connection with other streets that cross or intersect the proposed new street, has the effect to enhance the value of all property adjacent thereto, and to personally benefit those residing or owning property in the immediate vicinity of the improvement. Such being the case, if the value of the property condemned for the opening of the street exceeds the amount of benefits derived from the improvement, such excess should be assessed to the *property owners directly interested in the improvement*, and no portion thereof should be assessed to the tax-payers throughout the whole city without reference to whether they are personally benefited by the opening of such street or not.

The Committee are of opinion that the opening of New Jersey street, between the points named in the petition, would be no exception to this rule, and while they are of opinion that the street ought to be opened, they can see no good reason why the city should pay for any part of the cost of the opening thereof.

The Commissioners report an assessment of \$1,550 to be borne by the city, which your Committee regard as unjust, and for that reason recommend that the Council decline to make the appropriations of property named in such report, and reject the terms thereof.

AUSTIN H. BROWN, }
HENRY COBURN, } *Committee.*
P. H. JAMESON. }

Mr. Allen moved that the rules be suspended, and Messrs. Ketcham and Cottrell be permitted to make a statement in regard to the opening and laying out of New Jersey street, as referred to in the report of the Committee on Streets and Alleys.

The question being on the suspension of the rules, those who voted in the affirmative were Councilmen Allen, Boaz, Brown, Coburn, Emerson, Fletcher, Glazier, Grosvenor, Jameson, Kappes, Lefever, MacArthur, Schmidt, Seidensticker, Staub and Thompson—16. Noes, none.

So the rules were suspended, and Messrs. Ketcham and Cottrell address the the Council on the subject.

On motion of Mr. Boaz, the whole matter was laid upon the table, until the next regular meeting of Council.

By Mr. Brown, from the Committee on Streets and Alleys :

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis :

The Committee on Streets and Alleys, to whom was referred the report of the Commissioners on opening Streets and Alleys, on the petition of Fred Hillman, James Griffith, and others, residing on Waters street, between McCarty street and the second alley north of said street, in out-lot No 101, for the opening of said Waters street at a uniform width, between the north line of said alley and Stevens street, beg leave to report that they have examined the same, and recommend that the Council decline to make the appropriations of property for opening such street, and reject the terms of such report, for the reason that the city is assessed with \$200 of the amount to be paid for the property, to be appropriated; whereas, in the opinion of the Committee, the whole amount of such appraisements should be borne by the petitioners, and property holders directly interested in the improvement.

AUSTIN H. BROWN, }
H. COBURN, } *Committee.*
P. H. JAMESON, }

Which, on motion, was laid upon the table until the next regular meeting.

By Mr. Brown, from the Committee on Streets and Alleys :

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis :

The Committee on Streets and Alleys, to whom was referred the petition of Henry Webke and others, relative to the opening of North street, between Noble and Davidson streets, beg leave to report that there is a public street at the point named, that it is some degree obstructed by the Peru and Indianapolis railroad crossing it, the track not being planked, and the street improved, as required by the ordinances passed March 12th, 1849, and September 10th, 1849. The Committee recommend the adoption of the accompanying resolution.

AUSTIN H. BROWN,

Chairman Committee on Streets and Alleys.

Resolved, That the President of the Board of Public Improvements be instructed to notify the resident principal officer of the Peru and Indianapolis Railroad Company that such Company will be required, within thirty days after receiving such notice, to gravel and plank their track, where it crosses North street, in such manner as will allow the same to be crossed by vehicles of any kind, without obstruction.

Which, on motion, was laid over.

By Mr. Brown, from the Committee on Streets and Alleys :

INDIANAPOLIS, October 7, 1865.

To the Mayor and Common Council of the City of Indianapolis :

The Committee on Streets and Alleys, to whom was referred the petition of Jane Waldo and others, for the vacation of the alley running east and west through block 93, of the City of Indianapolis, commencing at Missis-

sippi street, and running through to the Canal, report that they have examined into the matters and things therein contained, and find that no objection has been made, after due notice by publication, and otherwise, to such vacation. They, therefore, recommend that the prayer of the petition be granted, and the vacation ordered to be made.

AUSTIN H. BROWN,
Chairman Committee on Streets and Alleys.

Which, on motion, was laid over.

By Mr. Allen, from the Committee on Fire Department and Cisterns :

INDIANAPOLIS, October 9, 1865.

To the Mayor and Common Council of the City of Indianapolis :

Your Committee on Fire Department and Cisterns, to whom was referred the communication from Mr. Wood, contractor for building cisterns, have examined the cisterns and find them, since being repaired, to be in good condition, excepting the one on Illinois street over which the street railroad passes, which is in bad condition, and is no fault of the contractor. Your Committee would recommend that Mr. Wood be allowed the full amount of his estimate.

WILLIAM ALLEN, }
J. A. GROSVENOR, } *Committee.*
S. LEFEVER. }

Which, on motion was laid over.

On motion of Mr. Seidensticker, the Council adjourned.

Present at roll-call on adjournment: Councilmen Allen, Boaz, Brown, Coburn, Colley, Emerson, Fletcher, Glazier, Grosvenor, Jameson, Kappes, Lefever, MacArthur, Schmidt, Seidensticker, Staub and Thompson—17.

..... *Mayor.*

ATTEST:

..... *City Clerk.*