

REGULAR MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

MONDAY, May 16, 1910.

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, May 16, 1910, at 7:30 o'clock, in regular session, President William H. Johnson in the chair.

Present: The Hon. William H. Johnson, President of the Common Council, and 7 members, viz: Messrs. McCarthy, Copeland, Denny, Owen, Stilz, Blumberg and Troy.

Absent, 1, viz: Mr. Rubens.

Mr. Copeland moved that the reading of the Journal be dispensed with. Carried.

COMMUNICATIONS FROM THE MAYOR.

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS.
INDIANAPOLIS, IND., May 3, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I return herewith with my approval the following ordinances:

Appropriation Ordinance No. 10, 1910, being "An ordinance appropriating the sum of \$15,000.00 to and for the use of the Department of Public Works, and fixing a time when the same shall take effect."

Appropriation Ordinance No. 15, 1910, being "An ordinance appropriating \$600.00 to and for the use of the Department of Public Health and Charities, and fixing a time when the same shall take effect."

Appropriation Ordinance No. 16, 1910, being "An ordinance providing for the appropriation of \$2,500.00 to and for the use of the Department of Public Works, and fixing a time when the same shall take effect."

Appropriation Ordinance No. 17, 1910, being "An ordinance providing for the appropriation of \$6,825.00 to and for the Department of Public Parks, and fixing a time when the same shall take effect."

General Ordinance No. 11, 1910, being "An ordinance approving a certain contract granting the Lake Erie & Western Railroad Company the right to lay and maintain an additional track across Sixteenth street, in the City of Indianapolis."

General Ordinance No. 18, 1910, being "An ordinance providing for and authorizing the sale of twenty-five (25) feet off of the west side of lot four (4), Duncan's subdivision of outlot No. eighteen (18), known as Truck House No. 28; also lot No. seven (7), in S. A. Fletcher, Jr.'s sub. of lot five hundred (500) in part of outlot No. ninety-four (94), being Fire Station No. 12, and requesting the Circuit Court to appoint appraisers to appraise said above described real estate, and fixing a time when said ordinance shall take effect."

Resolution No. 2, 1910, being "A resolution urging the Mayor and Superintendent of Police to endeavor to secure the 1911 convention of police chiefs of the United States and Canada."

I have the honor to remain,

Very truly yours,

S. L. SHANK,
Mayor.

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS.
INDIANAPOLIS, IND., May 4, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I am returning herewith with my approval the following ordinance:

General Ordinance No. 14, 1910, being "An ordinance regulating the location, erection and maintenance, or establishment and maintenance of a public garage erected or established in the City of Indianapolis, fixing a penalty for the violation thereof, providing for the publication thereof, and fixing a time when the same would take effect."

I have the honor to remain,

Very truly yours,

S. L. SHANK,
Mayor.

REPORTS FROM CITY OFFICERS.

From City Controller:

DEPARTMENT OF FINANCE,
OFFICE OF CITY CONTROLLER.
INDIANAPOLIS, IND., May 16, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I herewith submit a communication from the Department of Public Safety requesting me to recommend the transfer of the sum of two hundred and fifty dollars (\$250.00) from the "Horse Purchase Fund" to the "Building Repairs Fund."

I submit herewith an ordinance providing for the transfer asked for and recommend its passage.

Respectfully submitted,
HOWARD KIMBALL,
City Controller.

DEPARTMENT OF PUBLIC SAFETY,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., May 5, 1910.

Mr. Howard Kimball, City Controller, City:

DEAR SIR: At a meeting of this Board held May 4th it was decided to request you to please ask the Common Council to transfer the following amount in the police force accounts:

The sum of two hundred fifty dollars (\$250.00) from the "Horse Purchase Fund" to the "Building Repairs" fund.

The "Building Repairs Fund" being almost exhausted and needed repairs must be made.

Respectfully yours,
BOARD OF PUBLIC SAFETY,
WM. E. DAVIS, *President.*

From City Controller:

DEPARTMENT OF FINANCE,
OFFICE OF CITY CONTROLLER.
INDIANAPOLIS, IND., May 16, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I have been requested by the General Memorial Committee to recommend to you an appropriation to defray the expenses incident to the observance of Memorial Day, May 30, 1910.

I herewith submit an ordinance providing for the appropriation asked for and recommend its passage.

Respectfully submitted,
HOWARD KIMBALL,
City Controller.

From City Controller:

DEPARTMENT OF FINANCE,
OFFICE OF CITY CONTROLLER.
INDIANAPOLIS, IND., May 16, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I herewith submit a communication from the Department of Public Safety asking me to recommend the appropriation of \$4,645.85 to be used for the purchase of an automobile patrol wagon in the Police Department.

I herewith submit an ordinance providing for the appropriation asked for and recommend its passage.

Respectfully submitted,
HOWARD KIMBALL,
City Controller.

DEPARTMENT OF PUBLIC SAFETY,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., May 2, 1910.

Mr. Howard Kimball, City Controller, City:

DEAR SIR: At a meeting of the Board of Public Safety, held April 27th, it was decided to request you to please ask the Common Council to appropriate the sum of four thousand six hundred forty-five dollars and eighty-five cents (\$4,645.85) to be used in the Police Department in the purchase of an automobile patrol wagon, this appropriation to be under a fund known as "Automobile Patrol Wagon" Fund.

Respectfully yours,
BOARD OF PUBLIC SAFETY,
WM. E. DAVIS, *President.*

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., May 16, 1910.

To the President and Members of the Common Council:

GENTLEMEN: I am directed by the Board of Public Works to submit to you for your consideration and action thereon, the attached ordinance, being "An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 16th day of May, 1910, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis, New Castle & Toledo Electric Railway Company, whereby said company is authorized to run and operate its interurban cars into said city, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the City of Indianapolis, and granting it permission to cross certain streets and alleys in said city, and fixing a time when the same shall take effect."

Respectfully yours,
F. J. NOLL, JR.,
Clerk Board of Public Works.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Finance:

INDIANAPOLIS, IND., May 16, 1910.

To the President and Members of the Common Council:

GENTLEMEN: Your Committee on Finance, to whom was referred Appropriation Ordinance No. 14—1910, being "An ordinance appropriating the sum of \$12,000.00 to and for the use of the Department of Public Works, and fixing a time when the same shall take effect," beg leave to report that they have had the same under consideration and would recommend that the same do not pass.

Respectfully submitted,

FRED C. OWEN.
JAMES E. TROY.

The undersigned member of said committee recommends that said ordinance do pass.

CHARLES F. COPELAND.

Mr. Owen moved that the majority report of the committee be concurred in. Carried.

From the Committee on Fees and Salaries:

INDIANAPOLIS, IND., May 16, 1910.

To the President and Members of the Common Council:

GENTLEMEN: We, your Committee on Fees and Salaries, to whom was referred General Ordinance No. 24—1910, being "An ordinance to amend Clause F, Section 5, of General Ordinance No. 32—1907, entitled 'An ordinance concerning the compensation of all officers, heads of departments, clerks, assistants and employes of the City of Indianapolis, Indiana, and repealing all ordinances in conflict therewith, approved May 16, 1907,'" beg leave to report that we have had said ordinance under consideration and would recommend that the same do pass.

Respectfully submitted,

JAMES E. TROY.
CHARLES B. STILZ.
CHARLES F. COPELAND.
GEORGE L. DENNY.
FRANK E. MCCARTHY.

Mr. Troy moved that the report of the committee be concurred in. Carried.

From the Committee on Public Health and Morals:

INDIANAPOLIS, IND., May 16, 1910.

To the President and Members of the Common Council:

GENTLEMEN: We, your Committee on Public Health and Morals, to whom was referred General Ordinance No. 22—1910, being "An ordinance regulating the use of fireworks within the City of Indianapolis, Indiana, fixing the penalty for the violation thereof, and the time when the same shall take effect," beg leave to report that we have had said ordinance under consideration and would recommend that the same do pass.

Respectfully submitted,

FRANK E. MCCARTHY.

CHARLES B. STILZ.

JOHN BLUMBERG.

FRED C. OWEN.

Mr. McCarthy moved that the report of the committee be concurred in. Carried.

INTRODUCTION OF APPROPRIATION ORDINANCES.

By City Controller:

Appropriation Ordinance No. 22—1910: An ordinance appropriating the sum of \$4,645.85 to and for the use of the Department of Public Safety, 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 the sum of four thousand six hundred forty-five dollars and eighty-five cents (\$4,645.85) be and the same is hereby appropriated out of any moneys in the city treasury not otherwise appropriated, to and for the use of the Department of Public Safety, the sum herein appropriated to be designated as "Automobile Patrol Wagon Fund."

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 the Committee on Finance.

By City Controller:

Appropriation Ordinance No. 23—1910: An ordinance appropriating the sum of \$225.00 to and for the use of the Department of Finance, 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 the sum of two hundred twenty-five dollars (\$225.00) be and the same is hereby appropriated out of any moneys in the city treasury, not otherwise appropriated, to and for the use of the Department of Finance, the sum herein appropriated to be used (or so much thereof as may be necessary) to defray the expenses incident to the observance of Memorial Day, May 30, 1910.

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

Which was read a first time.

Mr. Copeland moved that the rules be suspended and Appropriation Ordinance No. 23, 1910, be placed upon its passage. Carried.

Mr. Copeland called for Appropriation Ordinance No. 23, 1910, for second reading. It was read a second time.

Mr. Copeland moved that Appropriation Ordinance No. 23, 1910, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 23, 1910, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. McCarthy, Copeland, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By City Controller:

General Ordinance No. 28—1910: An ordinance transferring the sum of \$250.00 from a certain fund to a certain fund in and for the use

of the Department of Public Safety, 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 the sum of two hundred and fifty dollars (\$250.00) be and the same is hereby transferred from the appropriation known as the "Horse Purchase Fund" to the appropriation known as the "Building Repairs Fund."

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 the Committee on Finance.

By Mr. Owen (by request):

General Ordinance No. 29—1910: An ordinance creating the position of stenographer to the City Judge, providing for the salary of said stenographer, 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 the City Judge of said city be and is hereby empowered to employ a stenographer, who shall be known as the stenographer to the City Judge.

SEC. 2. The salary of such stenographer shall be sixty dollars (\$60.00) per month, payable monthly.

SEC. 3. The sum of four hundred and twenty dollars (\$420.00) is hereby appropriated out of any moneys in the city treasury, not otherwise appropriated, to pay the salary of such stenographer for the remainder of the year 1910, and the City Controller of said city is hereby directed to draw the proper warrants for the payment of such salary.

SEC. 4. This ordinance shall be in full force and effect from and after its passage.

Which was read a first time and referred to the Committee on Fees and Salaries.

By Board of Public Works:

General Ordinance No. 30—1910: An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 16th day of May, 1910, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis, Newcastle and Toledo Electric Railway Company, whereby said Company is authorized to run and operate its inter-urban cars into said city, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the city of Indianapolis, and granting it permission to cross certain streets and alleys in said city and fixing a time when the same shall take effect.

WHEREAS, Heretofore, towit: on the 16th day of May, 1910, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis, Newcastle and Toledo Electric Railway Company, namely:

This agreement made and entered into by and between the city of Indianapolis, Marion County, Indiana, hereinafter called the city, by and through its Board of Public Works, party of the first part, and the Indianapolis Newcastle and Toledo Electric Railway Company, hereinafter called the Newcastle 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:

WHEREAS, The said Indianapolis, Newcastle and Toledo Electric Railway Company did heretofore present, and prior to March 15th, 1905, its written petition to the said Board of Public Works of said City of Indianapolis, asking permission to be allowed to run and operate its interurban cars into said city along certain streets in said petition named, over the tracks of the Indianapolis Street Railway Company, and the Indianapolis Traction and Terminal Company, and to carry passengers, mail, express matter, baggage and freight through and into such city on such cars, and in pursuance of said petition said Board of Public Works and said Newcastle Company on the 15th day of March, 1905, entered into a certain written agreement respecting the uses of said streets by said Newcastle Company, and thereafter, said agreement was by the Common Council of said city in all things ratified, confirmed and approved by an ordinance designated and styled "General Ordinance No. 17, 1905," which was passed March 20, 1905, and thereafter duly approved by the Mayor of said city, and

WHEREAS, Said Newcastle Railway Company did not at any time prior to the date of this agreement, complete its line of interurban railroad to the corporate limits of said city, and has never entered upon and used said streets named in said agreement and ordinance, and said city now denies the right of said Newcastle Railway Company to so use said streets and claims that all the rights of said Newcastle Railway Company under said agreement and General Ordinance No. 17—1905, have been forfeited, which claim of said city is denied by said Newcastle Railway Company, and in a certain suit pending in the Superior Court of Marion County, Indiana, numbered 74857, and because of the insolvency of the said Indianapolis, Newcastle and Toledo Electric Railway Company, the Union Trust Company of Indianapolis was by order of said Superior Court appointed receiver of said Indianapolis, Newcastle and Toledo Electric Railway Company, and duly qualified as such receiver on the 5th day of November, 1907, and continuously forward down to the present time, has been and still is such receiver, and by order of said Superior Court said receiver heretofore entered upon the work of completing and putting in operation the railroad of said Indianapolis, Newcastle and Toledo Electric Railway Company, between the cities of Indianapolis and Newcastle, Indiana, and said railroad is now approaching completion and a right of way therefor has been procured, extending from the east line of the right of way of the Belt Railroad, where such line would cross Nineteenth Street if such street were extended along the north side of Brookside Park, westward to Olney Street at a point 100 feet north of the intersection with Nineteenth Street, and said Indianapolis, Newcastle and Toledo Electric Railway Company, and said Union Trust Company of Indianapolis, receiver as aforesaid, with the approval of said Marion Superior Court, duly given and made a matter of record by order of said Superior Court, are respectively

ready and willing to compromise, adjust and settle the dispute and controversy respecting the rights of said Indianapolis, Newcastle and Toledo Electric Railway Company and said receiver, in and under said above recited agreement and General Ordinance No. 17, 1905, by surrendering and waiving all such rights, provided said City of Indianapolis will grant to said Indianapolis, Newcastle and Toledo Electric Railway Company, and said The Union Trust Company, receiver of said Newcastle Company, the right, under contract with the Indianapolis, Traction and Terminal Company to construct and maintain a line of street railroad in and along Olney Street from said point north of Nineteenth Street north to Twentieth Street, thence west and southwest in Twentieth Street to and in Brookside Avenue to the line of street railroad of said Traction and Terminal Company, upon such condition that receiver's certificates of said Union Trust Company, receiver, which will have to be issued to procure the necessary money for constructing such line of railroad in Olney Street and Twentieth Street, as well as on said private right of way extending from the east line of Olney Street to the city limits, shall be and remain the first and only lien on said last above described line of railroad, extending from said city limits westwardly to said Brookside Avenue. And provided, further, that said City of Indianapolis will grant to said Indianapolis, Newcastle and Toledo Electric Railway Company and said receiver permission to be allowed to run and operate its interurban cars into and through said city to the passenger and freight stations of said Traction and Terminal Company over the tracks of said last named Traction and Terminal Company and its lessor company, and with said Traction Company's consent, upon and over the streets hereinafter named, and said Newcastle Railway Company did on the 16th day of May, 1910, present its written petition to said Board of Public Works, asking permission to be allowed to run and operate its interurban cars into said city along certain streets therein and hereinafter named, over the tracks of the Indianapolis Street Railway Company, and the Indianapolis Traction and Terminal Company, and to carry passengers, mail, express matter, baggage and freight through and into such city on such cars, and to procure to be constructed, with the consent of the Indianapolis Traction and Terminal Company, a line of street railroad commencing at Olney Street, approximately 100 feet north of Nineteenth Street, thence north in Olney Street to Twentieth Street, and westward and southwestwardly on Twentieth Street to and in Brookside Avenue, and to a connection with the Brookside Avenue line of street railroad of said Traction and Terminal Company:

WHEREAS, By the provisions of an act of the General Assembly of the State of Indiana, entitled "An Act concerning street railroad companies in cities, the population of which exceeds one hundred thousand, repealing all laws in conflict with the act, and declaring an emergency," which became a law without the Governor's signature on the 3d day of March, 1899, the use of the said tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, shall be upon such conditions and under such regulations as the Board of Public Works and the Common Council of such city shall prescribe.*

Now, therefore, the said Board of Public Works of the said City of Indianapolis, in consideration of the several agreements of the said Newcastle Company, hereinafter stipulated, and set forth, does hereby grant, authorize, empower and permit, subject to the ratification and approval of the Common Council of said City of Indianapolis, the Indianapolis, Newcastle and Toledo Electric Railway

Company, subject to the conditions hereinafter prescribed and expressed, to procure to be constructed and maintained by said Union Trust Company, receiver of said Indianapolis, Newcastle and Toledo Electric Railway Company, and by itself, its successors and assigns, a line of street railroad in Olney Street from a point 100 feet approximately north of its intersection with Nineteenth Street, thence north on Olney Street to Twentieth Street; thence westwardly and southwestwardly on Twentieth Street to Brookside Avenue, and connection in Brookside Avenue with the tracks of the Indianapolis Traction and Terminal Company, upon the conditions following:

First. That said railroad shall be constructed by said Union Trust Company of Indianapolis, receiver as aforesaid, and that the receiver's certificates which said receiver will be required to issue to obtain the money with which to construct said line of railroad as well as the line of railroad extending eastward from Olney Street to the east line of the Belt Railroad right of way, which is the city limits, shall be and remain until said certificates with interest shall be paid in full, a first and only lien on said two lines of railroad, and that all rights and interest of said Indianapolis, Newcastle and Toledo Electric Railway Company, in respect of said two lines of railroad of whatsoever kind and nature, shall be subject to said first and only lien and also to all the conditions of this agreement.

Second. That said Indianapolis Traction and Terminal Company by contract with said Newcastle Company shall have the right, at its option, to operate its cars over and upon said two lines of railroad or either of them for such compensation as shall be agreed upon and shall also have the right, at its option, to purchase free of lien and exclusive of franchise the said two lines of railroad at a price to be agreed upon by it, and said Newcastle Company.

And further, the said Board of Public Works of the City of Indianapolis, in consideration of the several agreements of the said Newcastle Company hereinafter stipulated and set forth, does hereby grant, authorize, empower and permit, subject to the ratification and approval of the Common Council of said City of Indianapolis, and subject, also, to the conditions hereinafter prescribed and expressed, to operate and run its cars upon and over the line of street railroad in the City of Indianapolis. Commencing at the east corporate limits where the same would cross Nineteenth Street if said street were extended along the north side of Brookside Park, and thence west to Olney Street at a point approximately 100 feet north of its intersection with Nineteenth Street, and thence north in Olney Street to Twentieth Street, and thence westwardly and southwestwardly in Twentieth Street to Brookside Avenue to the tracks of the Indianapolis Traction and Terminal Company, and thence upon and over the tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company on the following streets and avenues of said city, to wit:

Commencing at crossing of Eighteenth Street and Brookside Avenue, thence southwest on Brookside Avenue to Tenth Street; thence west on Tenth Street to Massachusetts Avenue; thence southwest on Massachusetts Avenue to Ohio Street; thence west on Ohio Street to Capitol Avenue; thence south on Capitol Avenue to Market Street; thence east on Market Street to the entrance of the passenger terminal station of the Indianapolis Traction and Terminal Company; thence north through the sheds of said station to Ohio Street.

Provided, however, That at the end of five years and at intervals of every five years thereafter, the said Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, with the consent and approval of the said Board of Public Works,

may change said route, but in such way that such route will connect with the line of said Newcastle Company, at Olney and Nineteenth Streets, and thence by the most direct route to the passenger and freight terminal of the said Traction and Terminal Company in the square bounded by Illinois, Ohio, Capitol and Market Streets.

The above grant is made upon the following express conditions, numbered from one to seventeen, inclusive.

1. That after entering the City of Indianapolis all regular passenger cars of said Newcastle Company, party of the second part, shall stop at all intersecting streets on signal from waiting passengers, or passengers on such cars desiring to leave the same, and shall take on and carry all passengers desiring to take passage on any such cars for the purpose of being transported between different points on the line over which said cars are operated in said city: Provided, That such cars shall not be stopped at any such street for a longer time than is necessary to take on and discharge such passengers, and that no baggage other than hand baggage, nor express or freight matter shall be unloaded or taken on any such car at any such crossing.

2. The said Newcastle Company, party of the second part, shall charge five cents for a single fare between any two points in said city on its said line, and any passenger who shall pay a single fare of five cents shall be entitled to ride in the car upon which he took passage to any point on the said line of such Company within such city, as follows:

If on an incoming car to the terminal point, and, if on an outgoing car, to the then corporate limits of said city; Provided, however, that said Newcastle Company shall not discriminate, either in fares or freight rates, in any manner whatsoever, against passenger or freight traffic to or from the City of Indianapolis in favor of any other point on the line of railroad operated by said Company.

3. That said Newcastle Company, party of the second part, shall run and operate its cars in said city with reference to the time schedule of the cars being operated on said line by the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, which cars shall have the right of way, and so as not to delay or interfere in anywise with the running and operation of the cars of either of said companies, which may hereafter be fixed by the Board of Public Works, and the said cars of said Newcastle Company, party of the second part, shall be so operated as not to interfere with public travel at street or alley crossings, nor in any way to violate any obligation of either of said companies under the law or any ordinance of the City of Indianapolis, or any other municipality, now in force or which may hereafter be in force, or of the contract between said Indianapolis Street Railway Company and said city, dated April 7, 1899, or of the contract between said Indianapolis Traction and Terminal Company and said city, or other existing grant or contract of either of them, or some other person or corporation, to the rights and obligations of which either of said companies has succeeded.

The right is expressly reserved to the said Board of Public Works to fix time schedules for the running of all cars of said Newcastle Company, party of the second part, passing on and over the streets of said city, to the end that there shall be uniformity and regularity in the running of all the cars of the several companies in said city, and also prompt and efficient service; Provided, That said Newcastle Company shall, between the hours of six o'clock A. M. and 11 o'clock P. M. run at least one car every two hours.

4. The cars of the said Newcastle Company, party of the second part, shall not be stopped either for the receiving or discharge of passengers, or for any purpose, other than to avoid collisions or cas-

ualties, at any point in such city, except at street crossings, as hereinafter provided, and at its designated central point and terminals. In stopping its cars at street crossings, said Newcastle Company, party of the second part, shall at all times be governed by the rules, regulations, ordinances or contracts which are in force governing the stopping of the cars of the Indianapolis Street Railway Company, and Indianapolis Traction and Terminal Company at such crossings or other places in said city.

5. The said Newcastle Company, party of the second part, may, at all times, carry in its passenger cars, or in suitable compartments thereof, provided for such purpose, or in mail, express or freight cars, of a style and pattern to be approved by the Board of Public Works, such baggage belonging to its passengers being transported in such passenger cars as is usually allowed to be carried by passengers in steam railroad company's cars, and also the United States mail, and such express matter and merchandise as may be inclosed in boxes, crates and parcels, so as to be easily handled and so as not to be unsightly in appearance or offensive to sight or smell, and also such parcels and packages as are usually carried and delivered by messenger service. Provided, that no live animals (excepting hunting dogs) shall be carried in such cars, or in any such compartment at any time. And, provided, further, That all baggage (other than hand baggage), express matter, parcels and articles of merchandise carried as aforesaid, shall be delivered at the station and terminals referred to herein, for distribution and that in no case shall any such baggage (other than hand baggage) or any express matter, parcels, or merchandise be loaded or unloaded in or upon any of the streets, alleys, avenues or public grounds of said city, except at said station and terminals. Provided, also, that fowls, properly secured in boxes or coops, may be carried in said cars between the hours of 12:30 A. M. and 4:30 P. M.

6. The said Newcastle Company, party of the second part, shall not be permitted under any circumstances to transport in its cars through or over the streets, alleys or avenues of such city, live animals of any kind, other than hunting dogs. Said Newcastle Company, subject to the conditions hereinafter prescribed, shall be permitted to haul and handle freight other than that designated in section five, when a station or terminal for the receipt and delivery of freight shall have been provided. After such terminal or station shall have been provided, the said Newcastle Company may deliver freight, other than live animals, not of a character offensive to sight or smell, into such station or terminals, where the same may be held for delivery to any part of said city, or for transfer to steam railroad lines, or the lines of other suburban or interurban companies which may be able to transport the same under any ordinance regulating such transportation. Until such station or terminal for the receipt and delivery of freight shall have been provided, said Newcastle Company, for the purpose of loading and unloading its cars, shall have the right, by first securing the consent of the Indianapolis Street Railway Company and the said Indianapolis Traction and Terminal Company to stand said cars upon some line of "dead track" of said Indianapolis Street Railway Company, or said Indianapolis Traction and Terminal Company. Provided, That the selection of such "dead track" shall be first approved by said Board of Public Works. And, provided, further, That such cars shall not be allowed to stand more than fifteen (15) minutes at any one time in loading or unloading. The right is hereby expressly reserved by the Board of Public Works and Common Council of said city, to regulate by order or ordinance the carrying of the freight, merchandise or property of any kind described in section five and six of this contract, through the streets, alleys and avenues of

said city, and at any time during the term of this contract to change the route of said cars of said Newcastle Company used exclusively for carrying mail, express or freight over the lines and tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, but only in such way that such route will connect with the other part of the line on which said Newcastle Company enters the city and at the same time connect with the station or terminal for the receipt and delivery of freight herein referred to.

7. The rates charged and collected by such Newcastle Company for the carriage of freight matter, between Indianapolis and points on its lines shall not exceed those charged and collected for the carriage of like freight matter between the same points by other common carriers of freight; and the rates charged and collected by such Newcastle Company for the carriage of express matter between Indianapolis and points on its lines shall not exceed those charged between the same points by other common carriers of express matter.

Provided, however, That such Newcastle Company shall never be compelled to charge or collect less than eighty (80) per centum of the published rates now charged for the carriage between the same points of freight or express matter, as the case may be, by other common carriers of freight or express matter, between such points.

Provided, further, That the maximum rates which such Newcastle Company may charge hereunder shall not apply to freight of either classes 1, 2, 3 and 4, as such classes are defined by the classification in use on January 1, 1902, by the railroad companies operating between Indianapolis and such other points, such classification being that known, as Official Classification No. 22, copyrighted in 1902 by C. E. Gill, Chairman.

8. The cars to be run and operated by said Newcastle Company, party of the second part, shall be propelled by electric power only. Provided, that if the Board of Public Works and Common Council of said city, under the power reserved to them under the contracts entered into between said city and the Indianapolis Street Railway Company and said Indianapolis Traction and Terminal Company shall by order or ordinance, require said Indianapolis companies to introduce any other improved method of propulsion, then and in such case, the said Newcastle Company, party of the second part, shall adopt and use such improved methods in the propulsion of its cars running within such city, if so ordered by said Board of Public Works.

The cars to be used by said Newcastle Company, party of the second part, together with all machinery, appliances and appurtenances thereof, shall be suitable and adapted to be operated upon the tracks of the Indianapolis Street Railway Company, and the Indianapolis Traction and Terminal Company, without injury to said tracks or any of the appurtenances thereof, or the pavements required to be kept in repair by said company, provided such pavement shall not be laid or maintained above the level of the head of the rail, and shall at all times be so operated as not to injure the same, or any of the cars or other property of either of said companies.

9. The said Newcastle Company, party of the second part, shall during the entire period for which this franchise is granted so operate its cars in said city as to render the public at all times first-class and efficient service; that all motive power furnished by said Newcastle Company shall at all times be ample, and its cars of the most approved pattern, style and finish; at all times kept clean, well ventilated, provided with comfortable seats for passengers and heated whenever the weather is such that the comfort of passengers requires the same, and lighted at night with electricity, or, subject to the approval of the Board of Public Works, with other equally efficient light;

that all such cars shall be kept in good repair, and shall at all times be painted on the outside and decorated on the inside as to present an attractive appearance, and shall be repainted and redecorated from time to time as may be necessary to maintain such appearance; that each of such cars shall be provided with the most approved life guards, and all other modern appliances for the safety of its passengers, and employes, including a headlight, which if an electric or arc light, shall be so screened or shaded while said cars are within the city limits, as not to interfere with the vision of approaching persons or animals; that each of such cars shall have thereon the name of said Newcastle Company, or the point of its destination, in letters of such size that the same may be readily discerned and read by persons of ordinary eye-sight, and that at night such name shall be so illuminated or displayed that the same may be readily and easily seen and read by persons desiring to take passage in such cars.

10. It is further agreed and understood that the right to use the tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company hereby granted is subject to the payment by the Newcastle Company to said Traction and Terminal Railway Company, of compensation for such use as fixed by agreement, or judgment of the proper court as and when such compensation shall become due and payable and that in default of such payment and so long as such default shall continue, said railway companies, or either of them, shall have the right to exclude said Newcastle Company from such use.

11. And it is also agreed and understood that the said Newcastle Company, party of the second part, shall not permit to be used or operated on its said line within said city any car or cars by any other person or corporation without the consent of the Board of Public Works entered upon the records of such Board and until after terms for compensation for such use have been agreed upon with said Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company, or fixed as provided by law.

12. In case the said Newcastle Company, party of the second part, shall fail to comply with any of the foregoing agreements, or stipulations contained in this clause, concerning motive power, the kind of cars to be used, or the equipment, painting, decoration, heating, lighting or designing the same, or concerning life guards and appliances for the safety of passengers and employes, rails, road-beds, or other stipulations herein contained, concerning the operation, maintenance or construction of its line of street railway and cars, in case said Newcastle Company shall fail to comply with any of the stipulations or provisions of this contract, and the Board of Public Works shall, by written notice served on any officer of said Newcastle Company, require compliance with any such stipulation within a reasonable time, therein fixed, and if said Newcastle Company shall continue to fail and refuse, after any such period so fixed, to comply with any such provision or stipulation, or notice or order of the Board of Public Works, pertaining thereto, then said Newcastle Company shall forfeit to said city the sum of fifty dollars (\$50.00) for each day that it shall continue to violate any such provision or stipulation, which sum may be collected without relief from valuation or appraisement laws, either by suit on any bond which may be given by said Newcastle Company for the performance of the conditions of this contract, or otherwise, or by instituting any proper proceedings to recover said forfeiture, as the said Board of Public Works may so elect. Provided, That nothing herein contained shall be construed as an attempt to abridge or in anywise, restrict the power of the Common Council of said city to enact reasonable ordinances

providing for the safety, comfort or convenience of the public traveling on the cars of said Newcastle Company within said city, and also providing reasonable penalties for the violation thereof.

13. In further consideration of the grant herein and hereby made, said Newcastle Company, party of the second part, agrees and binds itself to pay to said city on the first day of January, 1911, and annually thereafter during the term of this franchise the sum of one (1) cent per round trip for each and every round trip made by any car of said Newcastle Company over the tracks of the Indianapolis Street Railway Company or Indianapolis Traction and Terminal Company during the year preceding said date and in consideration of such agreement of said Newcastle Company, to make such payments, and of said payments, said city undertakes and agrees that it will not at any time impose on or exact from said Newcastle Company, its successors or assigns, or its or their property, or require to be paid by it, or them any other sum or sums as or for a franchise, or car tax, or charge, or any other special tax or charge, than those above provided to be paid, but nothing in this contract contained shall affect the liability of said Newcastle Company, its successors or assigns to general taxation.

14. Neither this contract or any of the rights or privileges named therein shall ever be assigned or transferred by said Newcastle Company, to any person, firm or corporation, without the written consent of said Board of Public Works, duly entered upon the records of said Board, and in the event of any such transfer or assignment without the written consent of said Board of Public Works, then all rights and privileges of said Newcastle Company shall absolutely cease and become void and said Newcastle Company shall be held and deemed a trespasser if it shall thereafter undertake to run or operate any car over any street or alley of said city.

15. The said Newcastle Company further agrees that this grant is made upon the conditions that its line of railway from the City of Indianapolis out as far as the Town of Maxwell, Indiana, shall be constructed and such portion of such railway shall be in operation within eight months from the date of the ratification of this contract by ordinance of the Common Council of the City of Indianapolis, and as far as the town of Newcastle, Indiana, not later than January 1st, 1911. If the same be not so constructed and in operation, all rights herein granted to use the tracks of the Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company shall thereby be terminated.

16. The said Newcastle Company, party of the second part, before exercising any of the rights hereby granted shall execute to the City of Indianapolis, a good and sufficient bond in the sum of ten thousand dollars (\$10,000.00) with good and sufficient sureties to the approval of the said Board of Public Works, conditioned that the party of the second part shall faithfully carry out and perform each and every agreement herein contained and shall well and truly pay to said city all penalties, forfeitures and other sums of money for which, under the terms of this contract, it may become liable to said city, and said bond shall be renewed from time to time during said period on demand of the Board of Public Works of said city, whenever by reason of the insufficiency of the sureties thereon, or the impairment of the amount thereof by reason of the accumulation of unpaid penalties, forfeitures, judgments or other claims against said Newcastle Company in favor of said city, the said Board deems such renewal necessary.

And in case the said Newcastle Company, party of the second part, shall on the reasonable demand of the said Board of Public

Works, fail or refuse to renew such bond, or furnish additional surety thereon, as may be required, then its rights under this contract shall cease, and the franchise herein granted be forfeited, which forfeiture may be enforced in any court of competent jurisdiction.

17. This contract shall take effect and be in force from and after the date of its approval and ratification by an ordinance of the Common Council until the 7th day of April, 1933.

Any right which might be claimed by said Newcastle Company, party of the second part, to run or operate any car in or on any street of such city, after the expiration of said period, to-wit. on April 7, 1933, either under the provisions of the statute under which it was incorporated, or any other statute or ordinance now existing, is hereby expressly waived.

The limitations of time is one of the essential and governing conditions of this contract, and at the expiration of said period, the rights of said Newcastle Company, party of the second part, to run or operate its cars within such city, shall absolutely cease and all rights under this contract shall terminate and it shall be deemed and held a trespasser if it shall undertake to run or operate any car over any such street after that time.

By its acceptance of the rights hereby granted the said Newcastle Company shall be deemed to have surrendered and yielded up any and all claim of any rights whatsoever under said agreement of March 15, 1905, and said "General Ordinance No. 17—1905," with the same force and effect as if said agreement had been rescinded and cancelled by order of a court of competent jurisdiction.

The said company, party of the second part, its successors and assigns, shall pave the space between all the rails, including the space between its tracks where there are double tracks, switches or side-tracks, and for a distance of eighteen (18) inches on the outside of the outside rails of its tracks, and shall make all necessary repairs in said space under specifications both as to material and manner as may be provided by the Board of Public Works, and shall repave the same when necessary and ordered by the said Board and keep the same in repair, said paving and repairing to be done under specifications both as to material and manner as may be provided by the said Board and under the supervision of the City Engineer of said city, and said company, its successors or assigns, shall also keep in repair that part of the floors of all bridges or culverts crossed by any of its tracks which is situate between the outer rails of said tracks and for a distance of eighteen (18) inches on the outer side of such outer rails, and also the space between the tracks where there are double tracks, and in case of failure on the part of said company, its successors and assigns, to make any such improvements or repairs as aforesaid, either to streets, avenues or alleys or bridges, as herein provided, upon reasonable notice by said Board, then the said Board of Public Works shall have the right to proceed to make any such improvement or repairs, and the cost of making the same shall be paid by said company, its successors and assigns, and the collection of such cost of paving and improving and repairing the space between the tracks and eighteen (18) inches on the outer side of such outer rails, shall be in every respect in conformity with the laws of the State of Indiana, with reference to the collection and assessments of street improvements, the party of the second part, hereby agreeing that the said improvement and paving shall be paid by it, or its successors and assigns, as if it were an abutting property owner, with the amount fixed as the cost of the improvement, it being hereby agreed that the Board of Public Works may assess the said

company, the party of the second part, its successors and assigns, the cost of the improvement as an abutting property owner, and collect the same in the manner provided by the laws of Indiana for the collection of assessments for the improvement of streets and alleys, and the cost of such improvement shall be a lien upon the property of the second party to this contract, within the provisions and collected by placing the same on the tax duplicate or by foreclosing as in case of foreclosure of mortgages and street improvement liens.

And it is also agreed by and between said parties that the party of the second part shall at all times during the period of this franchise keep on deposit in the city treasury to the credit of the said Board of Public Works, the sum of one thousand dollars (\$1,000) to be designated as an Emergency Fund. Whenever in the opinion of said Board of Public Works, an emergency arises for the immediate repair of any dangerous defect found to exist in that part of any street, alley, avenue, or public place, required by this contract to be kept in repair by said company, and the said company has failed on notice to immediately repair the same, the said Board shall cause said repair to be made at once, and if said company shall not promptly pay the bill for the cost of such repairs, when made out and presented at the office of the said company in said city, then said Board may draw the amount of such bill from said emergency fund, which fund shall be reimbursed by said company without any delay and kept up to said amount of one thousand dollars (\$1,000) as aforesaid.

This provision as to an emergency fund is in addition to all other provisions herein contained on the subject of repairing streets, and is not intended to modify or change any other provisions or penalties of this contract concerning the same.

The said company, party of the second part, further agrees to permit and does hereby permit the use of any portion of the tracks owned and controlled by it within the city limits of the City of Indianapolis, or which may subsequently be brought within the limits of the City of Indianapolis by annexation or otherwise, to be used for the purposes of city service and extension for city service by the Indianapolis Traction and Terminal Company and the Indianapolis Street Railway Company and their assigns, or by any company operating cars within the limits of the City of Indianapolis, or within such limits as may in the future, by annexation or otherwise, come within the limits of the City of Indianapolis, and the said company agrees to permit the Board of Public Works or the City Council to have complete control of all such tracks which may now be within the city limits or may become by annexation, or otherwise, within the city limits of the City of Indianapolis, as to schedule, car service and equipment for the purpose of extension and city service, and extensions of city cars for city service without additional fares or compensation other than now provided for cars furnishing city service within the city limits of the City of Indianapolis. Provided that the said Indianapolis Street Railway Company and the Indianapolis Traction and Terminal Company shall compensate said company, party of the second part, for the use of such tracks and upon failure or refusal of said companies to agree upon such compensation, the interurban company hereby agrees to take all necessary steps under the law to procure arbitration and settlement by court of such compensation for use of tracks.

In Witness Whereof, The said City of Indianapolis has caused its corporate name to be hereunto affixed by its Board of Public Works and Mayor, and said Indianapolis, Newcastle and Toledo Electric Railway Company, pursuant to a resolution of its Board of Directors has

caused its corporate name and seal to be hereunto affixed by its proper officers, this 16th day of May, A. D., 1910.

CITY OF INDIANAPOLIS

By C. A. SCHIRADER,
CHARLES L. HUTCHINSON,
E. J. O'REILLY.

Board of Public Works.

S. L. SHANK,

Mayor,

Party of the First Part.

INDIANAPOLIS, NEWCASTLE AND
TOLEDO ELECTRIC RAILWAY
COMPANY,

By D. M. PARRY, *President.*

Party of the Second Part.

Attest: W. E. STEVENSON.

AND WHEREAS, Said contract and agreement has been submitted by the Board of Public Works of the City of Indianapolis, Indiana, to the Common Council of said city for thier consideration and action thereon, therefore;

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana. That such 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 full force from and after its passage.

Which was read a first time and referred to the Committee on Public Service.

By Mr. Copeland:

General Ordinance No. 31—1910: An ordinance providing for the cutting and removal of weeds and all other rank vegetation growing on any real estate within the City of Indianapolis, and providing for a penalty therefor, and fixing the time when this ordinance shall take effect, and repealing all ordinances in conflict therewith.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, That the growth of weeds and other rank vegetation upon real estate in the City of Indianapolis shall be deemed injurious to the public health, and is, within the limitations hereinafter set forth in this ordinance, hereby declared to be a nuisance.

SEC. 2. It shall be unlawful for the owner or owners of any lot or ground within the City of Indianapolis, to allow the same to become overgrown with weeds or other rank vegetation to such an extent that such overgrowth is detrimental to the public health and comfort.

SEC. 3. Every owner or owners or agent of owner or owners of any lot or ground within the City of Indianapolis, shall on or before the first day of August of each year cause to be cut, all weeds and rank vegetation growing on said lot or ground, and remove the same, after being cut, from said lot or ground, and if the said owner or owners or agent of said owner or owners fail to cut and remove said weeds or rank vegetation growing on said lot or ground on or before the first day of August of each year, the said City Board of Health shall at once proceed to cut and remove said weeds and rank vegetation growing upon said lot or ground, and charge the cost thereof against the said owner

or owners of said lot and ground, which cost shall be a lien thereon, and collected the same as assessments for the sprinkling or sweeping of the streets of the city, and that no notice shall be required by the City of Indianapolis to any owner or owners of any lot or ground, but the City of Indianapolis may proceed at once, after the first day of August of each year, to cut and remove said weeds or rank vegetation growing on such lot or ground.

SEC. 4. That any owner or owners of any lot or ground within the City of Indianapolis, who shall fail to comply with any of the provisions of this ordinance, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in any sum not exceeding twenty-five (\$25.00) dollars.

SEC. 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SEC. 6. This ordinance shall be in full force and effect from and after its passage.

Which was read a first time and referred to the Committee on Public Health and Morals.

By Mr. Copeland:

Special Ordinance No. 3—1910: An ordinance changing the names of certain streets in the City of Indianapolis, Indiana.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the names of certain streets in the City of Indianapolis are hereby changed as follows: Western avenue, from a point on the south line of Sutherland avenue 38.20 feet west of the west line of Bellefontaine street to the west line of Macy avenue, and Heath street, from the east line of Macy avenue to the west line of Ralston avenue, shall be and are hereby changed to Thirty-third street.

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

Which was read a first time and referred to the Committee on Public Improvements.

By Mr. Owen:

Special Ordinance No. 4—1910: An ordinance annexing to the City of Indianapolis, Indiana, certain platted territory, 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 boundary line of the City of Indianapolis, Indiana, be and the same is hereby extended so as to include the territory hereinafter specifically described, which has heretofore been subdivided and platted and which is contiguous to the said City of Indianapolis as now bounded; the territory so hereby annexed is described as follows: Beginning at the present boundary of said City of Indianapolis on the west side of North Capitol avenue, which point is one hundred fifty (150) feet north of the northwest corner of Capitol avenue and

Fortieth street, and running thence north with the west line of Capitol avenue to a point on the west side of Capitol avenue in the north line of lot No. thirteen (13) of Mills' North Illinois Street Addition to said city, being a subdivision of Tuttle & Hannah's Mapleton addition, if such north line were extended west, a plat of which addition is recorded in the Recorder's office of Marion county, Indiana, in Plat Book No. 14, at page 112; thence east on said north line so extended to the east line of Kenwood avenue to a point due east of the northeast corner of lot No. twelve (12) in said addition; thence south with the east line of said Kenwood avenue to the present boundary line of said City of Indianapolis; thence west on the said present boundary line of said city to the place of beginning; the south nine feet in width off the entire south side of the territory so annexed being parts of lots forty-two (42) and forty-three (43) in Latta's North Illinois Street Addition to said city, being a subdivision of said Tuttle & Hannah's Mapleton subdivision, and being recorder in Plat Book No. 14 at page 100 in said Recorder's office.

SEC. 2. This ordinance shall be in full force and effect from and after its publication for two (2) consecutive weeks in the Indianapolis Commercial, a daily newspaper of general circulation, printed and published in said City of Indianapolis, Indiana.

Which was read a first time and referred to the Committee on Public Service.

By Mr. Owen:

Special Ordinance No. 5—1910: An ordinance changing the name of a certain street and giving a name to another street in the City of Indianapolis, and fixing a time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, That the name of Senate avenue, between Fall Creek and Thirtieth street, be and the same is hereby changed to Boulevard place, and the first alley west of Senate avenue, between Fall Creek and Thirtieth street, be and the same is hereby named Senate avenue.

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 the Committee on Public Improvements.

MISCELLANEOUS BUSINESS.

INDIANAPOLIS, IND., May 4, 1910.

To the President and Members of the Common Council:

GENTLEMEN: You may have heard of the killing of a little boy by the name of George Fisher by a Big Four passenger train at the Newman street crossing on Monday evening last. This is the second death resulting from this crossing within about a year. Our factory is located

at this crossing and I have repeatedly advised your board, as well as the Big Four railroad, that something should be done to protect this crossing. This becomes even more necessary just at this time because the Big Four is this week laying an extra track or switch across this street, making in all now four tracks at this crossing.

Strangely enough, the Big Four has a watchman at the street to the west of Newman street and also one at the crossing east of us, neither of which crossings are used to any considerable extent, while Newman street, being a paved street, is used probably ten times to where either of the other crossings are used once.

Hardly a day passes but what our office is excited over a very narrow escape occurring at this crossing. There should not only be a watchman, but a gate, and I sincerely trust that the Board will take the matter up and order one to be placed here immediately.

Very truly yours,

ARTHUR R. BAXTER.

Mr. Denny moved communication be received and spread upon the records, and the Clerk be instructed to acknowledge receipt of the same to the subscriber with the information that the Council would investigate the matter and take such action as they deem necessary. Carried.

By Mr. Copeland:

MR. PRESIDENT: I move that the City Clerk of Indianapolis, Indiana, be instructed to procure from the City Controller at once a complete list of all officers, heads of departments, assistants, clerks and employes of the City of Indianapolis, Indiana, and their respective salaries or wages as are now being paid, same to be for the use of the Committee on Fees and Salaries.

Which motion carried.

By Mr. Copeland:

I move that the City Clerk of Indianapolis, Indiana, be instructed to notify the Department of Public Health and Charities to furnish the Common Council a report on the sanitary condition at Sellers' farm, as per Section 1013 of 1904 Revision of Ordinances.

Which motion carried.

By Mr. Copeland:

I move that the City Clerk of Indianapolis, Indiana, be instructed to notify the Department of Health and Charities to furnish the Common Council with reports of receipts and expenditures at City Hospital, as per Section 1591 of 1904 Revision of Ordinances.

Which motion carried.

ORDINANCES ON SECOND READING.

Mr. Owen called for Appropriation Ordinance No. 14, 1910, for second reading. It was read a second time.

Mr Owen moved that Appropriation Ordinance No. 14, 1910, be stricken from the files.

The roll was called and the motion to strike from the files was lost by the following vote:

Ayes, 3, viz.: Messrs. McCarthy, Owen and Troy.

Noes, 4, viz.: Messrs. Copeland, Stilz, Blumberg and President William H. Johnson.

On motion of Mr. Copeland, Mr. Denny was excused from voting.

Mr. Troy called for General Ordinance No. 17, 1910, for second reading. It was read a second time.

Mr. Troy moved that General Ordinance No. 17, 1910, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 17, 1910, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. McCarthy, Copeland, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

Mr. Troy called for General Ordinance No. 24, 1910, for second reading. It was read a second time.

Mr. Troy moved that General Ordinance No. 24, 1910, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 24, 1910, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. McCarthy, Copeland, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

Mr. McCarthy called for General Ordinance No. 22, 1910, for second reading. It was read a second time.

Mr. McCarthy moved that General Ordinance No. 22, 1910, be ordered engrossed, read a third time and placed upon its passage. Carried.

General Ordinance No. 12, 1910, was read a third time and passed by the following vote:

Ayes, 8, viz.: Messrs. McCarthy, Copeland, Denny, Owen, Stilz, Blumberg, Troy and President William H. Johnson.

Noes, none.

Mr. Owen moved the matter of making an inventory of all city property both real and personal, be referred to the Committee on Ordinances. Carried.

On motion of Mr. Owen, the Common Council, at 8:50 o'clock P. M., adjourned.

W. H. Johnson

 President.

ATTEST:

Edward A. Ramsay

 City Clerk

