

REGULAR MEETING.

COUNCIL CHAMBER,
CITY OF INDIANAPOLIS,
June 17, 1901. }

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, June 17, 1901, at 8 o'clock, in regular meeting.

Present, Hon. John H. Crall, President of the Common Council, in the chair, and 18 members, viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Horan, Kaiser, Keller, Knight, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly, Spiegel and Wheeler.

Absent 2, viz.: Messrs. Higgins and Kelly.

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

Which motion prevailed.

COMMUNICATIONS, ETC., FROM MAYOR.

His Honor, the Mayor, presented the following communication:

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS,
INDIANAPOLIS, IND., June 8, 1901.

Hon. John F. Geckler, City Clerk, City:

DEAR SIR—You will find herewith enclosed the resignation of John M. Higgins, Councilman from the Fifteenth Ward, which I received this day.

Respectfully,

T. TAGGART,
Mayor.

To the Mayor and Common Council, City of Indianapolis:

GENTLEMEN—I hereby tender my resignation as a member of the Common Council of the City of Indianapolis.

I am innocent of any violation of the laws of the State, but the courts

having decided otherwise, I can but acquiesce in their decision. This resignation is forwarded that there may be no trouble or embarrassment in any quarter on my account.

With thanks for the kindness and courtesy extended to me by your honorable body, I am,

Very respectfully,

JOHN M. HIGGINS,
Councilman Fifteenth Ward, City of Indianapolis.

June 5, 1901.

Mr. Megrew moved that the resignation of Mr. Higgins be laid on the table.

Which motion prevailed.

His Honor, the Mayor, presented the following communication :

PROCLAMATION.

Section four of the City Charter reads as follows:

SEC. 4. In the event of a vacancy occurring in any elective office of such city from death, resignation or other cause, except City Clerk, Police Judge and Councilmen-at-Large, it shall be the official duty of the acting Mayor to take notice thereof, and within ten (10) days from the time when such vacancy begins to exist, to issue his proclamation for a special election to be held on a day therein named, not more than forty (40) days, nor earlier than twenty-five (25) days from the date of such proclamation, in the city or ward, as the case may be, to fill the vacant office for the unexpired term. (As amended by act of February 22, 1893.)

Whereas, A vacancy now exists in the office of Councilman, in the City of Indianapolis, Indiana, in the Fifteenth Ward, I hereby call a special election, to fill such vacancy, to be held on Thursday, the 18th day of July, 1901.

T. TAGGART,
Mayor.

Which was read and ordered spread on the minutes.

His Honor, the Mayor, presented the following communication:

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS,
INDIANAPOLIS, IND., June 13, 1901.

Hon. John F. Geckler, City Clerk, City:

DEAR SIR—Enclosed herewith, I return to you G. O. No. 33, 1901, providing for the annexation of certain contiguous territory to the City of Indianapolis, Ind. (Insane Hospital), and G. O. No. 29, 1901, authorizing the improvement of Bellefontaine street from Fifteenth street to Twenty-first street, by paving the roadway with asphalt, bearing my signature and approval.

Respectfully,

T. TAGGART,
Mayor.

Which was read and ordered spread on the minutes.

His Honor, the Mayor, presented the following communication :

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS,
INDIANAPOLIS, IND., June 17, 1901.

Hon. John F. Geckler, City Clerk, City:

DEAR SIR—Herewith, you will find enclosed G. O. No. 27, 1901, without my signature.

Respectfully,

T. TAGGART,
Mayor.

Which was read and ordered spread on the minutes.

REPORTS FROM OFFICIAL BOARDS.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, June 17, 1901.

To the President and Members of the Common Council:

GENTLEMEN—We refer to you herewith, for your consideration and action thereon, ordinances ratifying, confirming and approving the following contracts this day made:

Contract, with Indianapolis, Greenwood & Franklin Railroad Company.

Contract with Indianapolis & Greenfield Rapid Transit Company.

Contract with Union Traction Company of Indiana.

In this connection, we desire to withdraw from the further consideration of your honorable body the ordinances ratifying and approving the contracts made with the Indianapolis, Greenwood & Franklin Railroad Company and the Indianapolis & Greenfield Rapid Transit Company on the 27th day of August, 1900, being General Ordinances numbered 44 and 45, 1900, respectively, substituting in lieu thereof the ordinances herewith referred to your body.

We desire to state that these matters are referred to you without the signature of Mr. Joseph W. Smith, the remaining member of the Board, for the reason that Mr. Smith is lying very seriously ill at his home, and is unable to sign the contracts.

Very respectfully,

ALBERT SAHM,
C. MAGUIRE,
Board of Public Works.

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

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, June 17, 1901.

To the President and Members of the Common Council:

GENTLEMEN—We refer to you herewith, for your consideration and action thereon, an ordinance ratifying and approving a certain contract this

day made with A. B. Meyer & Co., granting said firm the right to lay and maintain a switch or sidetrack across North street.

Very respectfully,

ALBERT SAHM,
C. MAGUIRE,

Board of Public Works.

Which was read and referred to Committee on Railroads.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, June 17, 1901.

To the President and Members of the Common Council:

GENTLEMEN—We refer to you herewith, for your consideration and action thereon, an ordinance authorizing the improvement of the roadway of Scioto street, from St. Clair street to Pratt street, by paving the same with brick.

This improvement has been before the Board on former occasions, and has always been successfully remonstrated against. This street is, in places, the first alley east of Meridian street, which is improved with brick many squares north and south of the proposed improvement. This improvement should be made in order to connect with other improvements, which will be done by the improvement of Scioto street, from Pratt street to St. Joseph street, proceedings for which are now under way.

Very respectfully,

ALBERT SAHM,
C. MAGUIRE,

Board of Public Works.

Which was read and referred to Committee on Sewers, Streets and Alleys.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, June 17, 1901.

To the President and Members of the Common Council:

GENTLEMEN—We refer to you herewith, for your consideration and action thereon, an ordinance authorizing the improvement of the sidewalks of Spruce street, from Orange street to the bridge over Pleasant Run.

This improvement is deemed necessary for the reason that contracts have already been entered into for cement sidewalks and curbing in Spruce street north and south of this proposed improvement, and the omission of this part of the sidewalk of Spruce street would leave a space of over 600 feet between improved sidewalks. With the completion of this improvement, the sidewalks of Spruce street would be improved from Deloss street to Minnesota street, a distance of 4,049 lineal feet.

Very respectfully,

ALBERT SAHM,
C. MAGUIRE,

Board of Public Works,

Which was read and referred to Committee on Sewers, Streets and Alleys.

REPORTS, ETC., FROM STANDING COMMITTEES.

Mr. Megrew, on behalf of the Committee on Finance, to which was referred:

G. O. No. 31, 1901. An ordinance transferring certain funds heretofore appropriated to and for the use of the Department of Public Parks to be known as "the purchase of land fund," and fixing the time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., June 17, 1901.

Mr. President:

The Finance Committee, to whom was referred G. O. No. 31, 1901, having considered the same, recommend that it do not pass.

HAROLD C. MEGREW.
A. DALLER.
W. H. WHEELER.
WM. KAISER.
GEO. H. EVANS.
J. W. MCGREW.
C. M. DICKSON.

Which was read and concurred in.

Mr. Megrew, on behalf of the Committee on Finance, to which was referred:

App. O. No. 9, 1901. An ordinance appropriating the sum of twelve hundred dollars (\$1,200) for the use of the Department of Public Health and Charities of the City of Indianapolis, Indiana, and fixing a time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., June 17, 1901.

Mr. President:

The Finance Committee, to whom was referred App. O. No. 9, 1901, having considered the same, recommend that it do pass.

HAROLD C. MEGREW.
A. DALLER.
WM. KAISER.
W. H. WHEELER.
GEO. H. EVANS.
C. M. DICKSON.
J. W. MCGREW.

Which was read and concurred in.

Mr. Megrew, on behalf of the Committee on Finance, to which was referred:

App. O. No. 10, 1901. An ordinance appropriating the sum of one hundred and one dollars and ninety-two cents (\$101.92) to the use of the

Department of Finance during the current fiscal year, and fixing a time when the same shall take effect:

Made the following report:

INDIANAPOLIS, IND., June 17, 1901.

Mr. President:

The Finance Committee, to whom was referred App. O. No. 10, 1901, having considered the same, recommend that the same do pass.

HAROLD C. MEGREW,
A. DALLER.
W. H. WHEELER.
WM. KAISER.
GEO. H. EVANS.
C. M. DICKSON.
J. W. MCGREW.

Which was read and concurred in.

Mr. Evans, on behalf of the Committee on Public Safety and Comfort, to which was referred:

G. O. No. 26, 1901. An ordinance to prevent the obstruction of travel and traffic on Washington street in the City of Indianapolis, providing penalties for its violation and fixing a time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., June 12, 1901.

Mr. President:

Your Committee on Public Safety and Comfort, to whom was referred G. O. No. 26, 1901, have had same under consideration and would recommend that said ordinance do not pass.

GEO. H. EVANS.
CONRAD KELLER,
WM. KAISER.
H. E. NEGLEY.

Which was read and concurred in.

Mr. Evans, on behalf of the Committee on Public Safety and Comfort, to which was referred:

G. O. No. 32, 1901. An ordinance requiring the riders of bicycles to use proper care in the management of the same, providing penalties for the violation thereof and fixing a time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., June 12, 1901.

Mr. President:

Your Committee on Public Safety and Comfort, to whom was referred G. O. No. 32, 1901, have had said ordinance under consideration and would recommend that same be amended by striking out of Section No. 2 the

words and figures "twenty (\$20.00) dollars" and insert in lieu thereof the words and figures "five (\$5.00) dollars.

When so amended, we would recommend that said ordinance do pass.

GEO. H. EVANS.

WM. KAISER.

CONRAD KELLER.

H. E. NEGLEY.

Which was read and concurred in.

Mr. Evans, on behalf of the Committee on Public Safety and Comfort, to which was referred:

G. O. No. 53, 1900. An ordinance to amend Section 6 of an ordinance entitled: "An ordinance to regulate the running of locomotives and cars in the City of Indianapolis; and requiring flagmen to be stationed at certain railroad crossings; defining the duties of such flagmen, and prohibiting locomotives and cars from running across certain streets unless a flagman is stationed at such crossing;" approved February 5, 1866, said section being 1284 of the revision of 1895 of the Laws and Ordinances of the City of Indianapolis; providing for the publication thereof; and fixing the time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., June 12, 1901.

Mr. President:

Your Committee on Public Safety and Comfort, to whom was referred G. O. No. 53, 1900, have had same under consideration and would recommend that said ordinance do not pass.

GEO. H. EVANS.

CONRAD KELLER.

WM. KAISER,

H. E. NEGLEY.

Which was read and concurred in.

Mr. Daller moved that Council take a recess of ten minutes.

Which motion carried by the following vote:

AYES—11, viz.: Messrs. Billingsley, Daller, Evans, Kaiser, Keller, McGrew, Munro, Negley, Spiegel, Wheeler and President Crall.

NOES—8, viz.: Messrs. Bernauer, Dickson, Horan, Knight, Moriarity, McGrew, Perrott and Reilly.

The Council re-convened at 8:45 o'clock P. M.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

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

By Board of Public Works:

G. O. No. 36, 1901. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 17th day

of June, 1901, between the City of Indianapolis, by and through its Board of Public Works, and Indianapolis, Greenwood & Franklin Railroad Company, whereby said company is authorized to run and operate its interurban cars into said city along certain streets, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the City of Indianapolis, and fixing the time when the same shall take effect.

Whereas, heretofore, to-wit: on the 17th day of June, 1901, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis, Greenwood & Franklin Railroad Company, namely:

This agreement, made and entered into this, the 17th day of June, 1901, 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, Greenwood & Franklin Railroad Company (hereinafter called the company), a corporation duly organized and incorporated under and by virtue of the laws of Indiana, party of the second part,

Witnesseth: That, Whereas, The said Indianapolis, Greenwood & Franklin Railroad Company has presented its written petition to the 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 therein and hereinafter named, over the tracks of the Indianapolis Street Railway Company, and to carry passengers, mail, express matter, baggage and freight through and into such city on such cars; and,

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 this act, and declaring an emergency," which became a law without the Governor's signature, on the 3d day of March, 1899, the use of said tracks of the Indianapolis Street Railway Company shall be upon such conditions and under such regulations as the Board of Public Works and Common Council of such city shall prescribe,

Now, Therefore, The said Board of Public Works of said City of Indianapolis, in consideration of the several agreements of the said company, party of the second part, hereinafter stipulated and set forth, does hereby (subject to the ratification and approval of the Common Council of said city) authorize, empower and permit the said Indianapolis, Greenwood & Franklin Railroad Company, subject to the conditions hereinafter prescribed and expressed, to operate and run its cars upon and over the tracks of the Indianapolis Street Railway Company, now laid and in use upon the following streets and avenues of said city, until the 1st day of July, 1902, to-wit:

Commencing at a point on South Shelby street, at the corporation line of said city; thence north on Shelby street to Virginia avenue; thence northwest on Virginia avenue to Washington street; thence west on Washington street to Illinois street; thence south on Illinois street to Georgia street; thence east on Georgia street to Meridian street; thence north on Meridian street to Washington street; thence east on Washington street to Virginia avenue; thence southeast on Virginia avenue to Shelby street; thence south on Shelby street to the corporation line of the City of Indianapolis.

And thereafter over the following described route:

Commencing at a point on South Shelby street at the corporation line of said city; thence north on Shelby street to Virginia avenue; thence northwest on Virginia avenue to Delaware street; thence north on Delaware street to Washington street; thence west on Washington street to Pennsylvania street; thence south on Pennsylvania street to Maryland street;

thence west on Maryland street to Meridian street; thence south on Meridian street to Georgia street; thence east on Georgia street to Pennsylvania street; thence north on Pennsylvania street to Washington street; thence east on Washington street to Delaware street; thence south on Delaware street to Virginia avenue; thence southeast on Virginia avenue to Shelby street; thence south on Shelby street to the corporation line of the City of Indianapolis.

Provided, however, That at any time after the expiration of five years from the 1st day of July, 1902, the Board of Public Works and Common Council, or the said Indianapolis Street Railway Company, with the consent of such Board and Council, shall have the right to substitute for the use of all or any of that part of the tracks of said Railway Company, above described, which are situated in streets between Ohio street on the north, Georgia street on the south, Delaware street on the east and Capitol avenue on the west, the use of other tracks of said Railway Company situated on or within such boundary streets and avenue, connecting at some point on or within such streets or avenue with the other part of the line last above described, so as to enable said company, party of the second part, to reach and return from the terminal point above designated.

And that for the purpose of storing, cleaning and repairing its cars, when necessary, the said company may also run the same over the tracks of said Indianapolis Company, subject to the conditions hereinafter set forth, as follows:

From the intersection of Georgia and Illinois streets, south on Illinois street to the Union Station; thence west to and around the loop at the intersection of Louisiana street and Capitol avenue, so as to reach the car houses and shops of the said Indianapolis Street Railway Company.

The above grant is made upon the following express conditions:

1. That after entering the City of Indianapolis, all cars of said 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 company, party of the second part, shall charge five cents for a single fare between any two points in said city on its lines, 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 line of such interurban company, within such city: *Provided*, however, that said company shall not discriminate, either in fare 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. The said 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, which cars shall have the right of way, and so as not to delay or interfere in any wise with the running and operation of the cars of said Indianapolis Street Railway Company, or to interfere with any schedule for the running of the said cars of said Indianapolis Company which may hereafter be fixed by the Board of Public Works, and the said cars of the said Indianapolis, Greenwood & Franklin Railroad Company, shall be so operated as not to interfere in any way with public travel at street or alley crossings, nor in any way to violate any obligation of said Railway Company 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 company and said city dated April 7, 1899, or any other existing grant or contract whether made to or with said company or some other person or corporation to the rights and obligations of which said company has succeeded.

The right is expressly reserved to the said Board of Public Works to fix time schedules for the running of all the cars of said Indianapolis, Greenwood & Franklin Railroad Company 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 company shall, between the hours of 6 o'clock A. M. and 11 o'clock P. M. run, at least, one car every two hours.

4. The cars of said Indianapolis, Greenwood & Franklin Railroad 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 collision or casualties, at any point in such city, except at street crossings, as hereinafter provided, and at its depot or station which may hereafter be established at such point as the Board of Public Works may approve. In stopping its cars at street crossings, said 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 at such crossings, or other places in said city.

5. The said company, party of the second part, may at all times carry on its passenger cars, or in suitable compartments thereof, provided for such purpose, or in express 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 on steam railroad companies' cars, and also the United States mail, and such express matter and merchandise as may be enclosed 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 packages and parcels as are usually carried and delivered by messenger service: *Provided*, that no live animals (except hunting dogs) shall be carried on any 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 depot or station of said company hereinafter referred to, 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 lay-over point: *Provided, also*, that fowls, properly secured in boxes or coops, may be carried in such cars between the hours of 12:30 A. M. and 4:30 A. M.

6. The said company, party of the second part, shall not be permitted under any circumstances to transport on its cars through or over the streets, alleys or avenues of such city live animals of any kind, other than hunting dogs, except between the hours of 12:30 A. M. and 4:30 A. M., and as hereinafter provided. Said company shall be permitted to haul and handle freight other than that designated in Sections 5 and 7 as hereinafter provided, when it shall have provided and established a freight depot in said city at some point which shall be approved by the Board of Public Works. After having provided and established such depot, the said company may deliver freight, other than live animals, not of a character offensive to sight or smell, into the said depot, where the same may be held for delivery to

any part of said city, or for transfer to steam railroad lines, or to the lines of other suburban or interurban companies, which may be able to transport the same under any ordinance regulating such transportation. Said company shall have the right to carry live horses, mules, swine, cattle or sheep, only between the hours of 12:30 A. M. and 4:30 A. M., and then only over so much of the line of said company as lies between the corporation line of said city and the line of the Belt Railroad. When the line of said company does not cross the line of the said Belt Railroad, then said company shall not haul live animals of the classes last above mentioned in said city.

7. The said company, party of the second part, shall provide in the central part of said city, at some point to be approved by the Board of Public Works, a depot or station in which baggage, express matter, merchandise in boxes, crates or parcels, garden marketing, dairy products, properly enclosed and secured, hauled or to be hauled in the cars of said company through said city, shall be loaded and unloaded, and for the purpose of reaching its said depot, the right is hereby granted said company to lay its tracks across such streets, alleys or sidewalks, under the direction of the Board of Public Works, as may be necessary to run from its main line to said depot. Any such depot shall be kept clean and free from all noxious odors, and shall at all times be under the supervision of the Board of Health of said city, for the purpose of making and enforcing all necessary regulations to insure the cleanliness of the same: *Provided, however*, that until the 1st day of January, 1902, said 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, to stand said cars upon some line of "dead track" of said Indianapolis Street Railway Company: *Provided*, that the selection of such "dead track" shall be first approved by the 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 freight, baggage or merchandise, or property of any kind through the streets, alleys and avenues of said city, or if by them deemed necessary to the public health or comfort, or the convenience of public travel in said city, to prohibit the carrying of freight of any or all kinds through any of such streets, alleys and avenues.

8. The cars to be run and operated by said 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 contract heretofore entered into between said city and the Indianapolis Street Railway Company, shall by order or ordinance require said Indianapolis Company to introduce any other improved method of propulsion, then, and in such case, the said company, party of the second part, shall adopt and use such improved methods in the propulsion of its cars running within such city.

9. If the said company, party of the second part, shall hereafter be permitted to set poles and string wires in said city, or construct therein any other electrical appliances for the propulsion of its cars, the same shall be so constructed by providing for an independent return circuit for the electricity used, or by such approved scientific methods as will prevent any injury by any such current of electricity to water pipes, gas pipes, or any other property in, under or upon any of the streets, alleys or avenues aforesaid, or elsewhere within such city, and the said company, party of the second part, shall hold the city free and harmless from all damages of every nature whatsoever resulting to any person or property on account

of injury caused by the electrical currents of said company, or by the construction or operation of the street railway cars of said company.

10. If the said company, party of the second part, shall hereafter be permitted to construct any tracks within said city, or if hereafter any of the tracks of said company shall by annexation be brought within the limits of said city, then the said company shall, when ordered so to do by the Board of Public Works, pave the space between all rails, including the space between its tracks where there are double tracks, switches or sidetracks, and for a distance of eighteen inches on the outside of the outside rails of its tracks, and shall at all times make all necessary repairs in such space under specifications both as to material and manner, as may be provided by said Board, and under the supervision of the City Civil Engineer of said city. It is also agreed that said company, party of the second part, shall in the construction and maintenance of any such track, construct and maintain the same in all respects in the same manner as the Indianapolis Street Railway Company is required by contract and ordinance to construct and maintain its tracks within such city, and the obligation of said company, party of the second part, to pave, improve and repair the space between its tracks and for eighteen inches on the outside of the outside rails thereof shall be the same as the obligation of the said Indianapolis Company to pave, improve and repair the space between its tracks under the provisions of its said contract with said city and the ordinance ratifying the same, which ordinance, passed by the Common Council of said city on the 7th day of April, 1899, is by reference made a part of this contract.

11. The said 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 the motive power furnished by said company shall at all times be ample and of the most approved kind; that its cars shall be of the best and most approved pattern, style and finish; at all times kept clean, well ventilated, provided with comfortable seats for passengers and heated with safe and convenient appliances 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 said 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 so 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 insurance of the safety of its passengers and employes; that each of such cars shall have thereon the name of the said 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 eyesight, 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 on such cars; that the tracks of such company which may come within such city by extension of its boundaries or hereafter be permitted to be constructed or owned therein, shall at all times be kept in repair, provided with the most modern and improved rails of sufficient size and weight and in such condition that passengers riding in cars over the same shall suffer no discomfort or inconvenience by reason of such tracks or any part thereof being irregular, uneven or in any wise insufficient, and the right is reserved to the Board of Public Works of such city to order any needed repairs of said tracks or roadbed, or cars or appliances, and the said company party of the second part, agrees to comply with all such orders. The said cars to be used by said company, party of the second part, together

with all the machinery, appliances and appurtenances thereof, shall be suitable and adapted to be operated upon the tracks of the Indianapolis Street Railway Company without injury to said tracks or any of the appurtenances thereof, or the pavement 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 to not injure the same, or any of the cars or other property of said company.

In case the said company, party of the second part, should 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 designating the same, or concerning alarm bells, life guards and appliances for the safety of passengers and employes, rails, roadbed or other stipulations herein contained concerning the operation, maintenance or construction of its line of street railway and cars, or in case said 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 company, require compliance with any such stipulation within a reasonable time therein fixed, and said 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 pertaining thereto, then said 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 company for the performance of the conditions of this contract or otherwise as the said Board may elect: *Provided*, that nothing herein contained shall be construed as an attempt to abridge or in any wise 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 company within said city, and also providing reasonable penalties for the violation thereof.

In further consideration of the grant herein and hereby made, the said company, party of the second part, agrees and binds itself to pay to the said city on the 1st day of January, 1902, and annually thereafter during the first seven years of this franchise, the sum of three cents per round trip for each and every round trip made by any car of said company over the streets of said city, during the year preceding said date; and thereafter annually during the next ten years the sum of four cents per round trip for each and every round trip made by any car of said company over the streets of said city during the preceding year; and for the balance of said period for which said franchise is granted, said party of the second part agrees and binds itself to pay as aforesaid the sum of eight cents per round trip for each and every car as above described.

The president of said company, or other executive officer thereof, shall at the time of such payment, file with the City Comptroller a sworn statement as to the total number of round trips made by each car aforesaid within such city during the year or period preceding.

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.

This limitation of time is one of the essential and governing conditions of this contract, and at the expiration of said period the rights of

said company, party of the second part, to run or operate its cars within such city shall absolutely cease, and it shall be deemed and held a trespasser if it should undertake to so run or operate any car over any such street after that time.

Neither this contract nor any of the rights or privileges named therein shall ever be assigned or transferred by said company to any person, firm or corporation without the written consent of the said Board of Public Works, duly entered upon the records of said Board, first being given, and in the event of any such transfer or assignment without the said written consent of said Board of Public Works, then all rights and privileges of said company under the contract shall absolutely cease and become void, and said company shall be deemed and held a trespasser if it should thereafter undertake to run or operate any car over any street or alley of said city.

And it is also agreed and understood that the said 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 on the records of such Board, and until after terms for compensation for such use have been agreed upon with said Indianapolis Street Railway Company, or fixed as provided by law. It is further agreed and understood that the right to use the tracks of said Indianapolis Street Railway Company hereby granted, is subject to the payment by said company, party of the second part, to said 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 Company shall have the right to exclude said company, party of the second part, from such use.

12. The said 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 be approved by 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 the demand of the Board of Public Works of said city, whenever by reason of the insufficiency of the surety thereon or the impairment of the amount thereof by reason of the accumulation of unpaid penalties, forfeitures, judgments or other claims against said company, in favor of said city, the said Board deems such renewal necessary.

And in case the said company, party of the second part, shall on the reasonable demand of said Board 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.

Any right which might be claimed by said 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, either under the provisions of the statute under which it was incorporated, or any other statute or ordinance now existing, is hereby expressly waived.

In witness whereof, said parties have hereunto set their hands and seals, this 17th day of June, 1901.

CITY OF INDIANAPOLIS,
By ALBERT SAHM,
C. MAGUIRE,
Board of Public Works of said City.

T. TAGGART,
Mayor.

INDIANAPOLIS, GREENWOOD & FRANKLIN RAILROAD CO.,

[Seal.] WILLIAM G. IRWIN,
Attest: *President.*

HUGH TH. MILLER, *Secretary.*

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

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the foregoing contract and agreement made and entered into on the 17th day of June, 1901, by the City of Indianapolis by and through its Board of Public Works, and the Indianapolis, Greenwood & Franklin Railroad Company, be and the same is hereby in all things ratified, confirmed and approved, and said Indianapolis, Greenwood & Franklin Railroad Company is hereby granted all rights, privileges and franchises as in said contract and agreement set forth, in accordance with the terms, conditions and provisions thereof.

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

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

By Board of Public Works:

G. O. No. 37, 1901. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 17th day of June, 1901, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis & Greenfield Rapid Transit Company, whereby said company is authorized to run and operate its inter-urban cars into said city along certain streets, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the City of Indianapolis, and fixing the time when the same shall take effect.

Whereas, heretofore, to-wit: on the 17th day of June, 1901, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis & Greenfield Rapid Transit Company, namely:

This agreement, made and entered into this, the 17th day of June, 1901, 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 & Greenfield Rapid Transit Company (hereinafter called the company), a corporation duly organized and incorporated under and by virtue of the laws of Indiana, party of the second part,

Witnesseth: That, Whereas, The said Indianapolis & Greenfield Rapid Transit Company has presented its written petition to the Board of Public Works of said City of Indianapolis, asking permission to be al-

lowed 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 to carry passengers, mail, express matter, baggage and freight through and into such city on such cars; and,

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 this 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 shall be upon such conditions and under such regulations as the Board of Public Works and Common Council of such city shall prescribe,

Now, Therefore, The said Board of Public Works of said City of Indianapolis, in consideration of the several agreements of the said company, party of the second part, hereinafter stipulated and set forth, does hereby (subject to the ratification and approval of the Common Council of said city) authorize, empower and permit the said Indianapolis & Greenfield Rapid Transit Company, subject to the conditions hereinafter prescribed and expressed, to operate and run its cars upon and over the tracks of the Indianapolis Street Railway Company, now laid and in use upon the following streets and avenues of said city, until the 1st day of July, 1902, to-wit:

Commencing at a point on East Washington street at the corporation line of said city; thence west in Washington street to Illinois street; thence south on Illinois street to Georgia street; thence east on Georgia street to Meridian street; thence north on Meridian street to Washington street; thence east on Washington street to the corporation line of the City of Indianapolis.

And thereafter over the following described route:

Commencing at a point on East Washington street at the corporation line of the City of Indianapolis; thence west on Washington street to Pennsylvania street; thence south on Pennsylvania street to Maryland street; thence west on Maryland street to Meridian street; thence south on Meridian street to Georgia street; thence east on Georgia street to Pennsylvania street; thence north on Pennsylvania street to Washington street; thence east on Washington street to the corporation line of the City of Indianapolis.

Provided, however, That at any time after the expiration of five years from the 1st day of July, 1902, the Board of Public Works and Common Council, or the said Indianapolis Street Railway Company, with the consent of such Board and Council, shall have the right to substitute for the use of all or any of that part of the tracks of said Railway Company, above described, which are situated in streets between Ohio street on the north, Georgia street on the south, Delaware street on the east and Capitol avenue on the west, the use of other tracks of said Railway Company situated on or within such boundary streets and avenue, connecting at some point on or within such streets or avenue with the other part of the line last above described, so as to enable said company, party of the second part, to reach and return from the terminal point above designated.

And that for the purpose of storing, cleaning and repairing its cars, when necessary, the said company may also run the same over the tracks of said Indianapolis Company, subject to the conditions hereinafter set forth, as follows:

From the intersection of Georgia and Illinois streets, south on Illinois street to the Union Station; thence west to and around the loop at the intersection of Louisiana street and Capitol avenue, so as to reach the car house and shops of the said Indianapolis Street Railway Company.

The above grant is made upon the following express conditions:

1. That after entering the City of Indianapolis, all cars of said 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 company, party of the second part, shall charge five cents for a single fare between any two points in said city on its lines, 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 line of such interurban company, within such city: *Provided, however*, that said 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. The said 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, which cars shall have the right of way, and so as not to delay or interfere in any wise with the running and operation of the cars of the said Indianapolis Street Railway Company, or to interfere with any schedule for the running of the said cars of said Indianapolis Company which may hereafter be fixed by the Board of Public Works, and the said cars of the said Indianapolis & Greenfield Rapid Transit Company, shall be so operated as not to interfere in any way with public travel at street or alley crossings, nor in any way to violate any obligation of said Railway Company 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 company and said city dated April 7, 1899, or any other existing grant or contract whether made to or with said company or some other person or corporation to the rights and obligations of which said company has succeeded.

The right is expressly reserved to the said Board of Public Works to fix time schedules for the running of all the cars of said Indianapolis & Greenfield Rapid Transit Company 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 company shall, between the hours of 6 o'clock A. M. and 11 o'clock P. M. run, at least, one car every two hours.

4. The cars of said Indianapolis & Greenfield Rapid Transit 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 collision or casualties, at any point in such city, except at street crossings, as hereinafter provided, and at its depot or station which may hereafter be established at such point as the Board of Public Works may approve. In stopping its cars at street crossings, said 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 at such crossings, or other places in said city.

5. The said company, party of the second part, may at all times carry on its passenger cars, or in suitable compartments thereof, provided for

such purpose, or in express 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 on steam railroad companies' cars, and also the United States mail, and such express matter and merchandise as may be enclosed 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 packages and parcels as are usually carried and delivered by messenger service: *Provided*, that no live animals (except hunting dogs) shall be carried on any 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 depot or station of said company hereinafter referred to, 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 lay-over point: *Provided, also*, that fowls, properly secured in boxes or coops, may be carried in such cars between the hours of 12:30 A. M. and 4:30 A. M.

6. The said company, party of the second part, shall not be permitted under any circumstances to transport on its cars through or over the streets, alleys or avenues of said city live animals of any kind, other than hunting dogs, except between the hours of 12:30 A. M. and 4:30 A. M., and as hereinafter provided. Said company shall be permitted to haul and handle freight other than that designated in Sections 5 and 7 as hereinafter provided, when it shall have provided and established a freight depot in said city at some point which shall be approved by the Board of Public Works. After having provided and established such depot, the said company may deliver freight, other than live animals, not of a character offensive to sight or smell, into the said depot, where the same may be held for delivery to any part of said city, or for transfer to steam railroad lines, or to the lines of other suburban or interurban companies, which may be able to transport the same under any ordinance regulating such transportation. Said company shall have the right to carry live horses, mules, swine, cattle or sheep, only between the hours of 12:30 A. M. and 4:30 A. M., and then only over so much of the line of said company as lies between the corporation line of said city and the line of the Belt Railroad. When the line of said company does not cross the line of the said Belt Railroad, then said company shall not haul live animals of the classes last above mentioned in said city.

7. The said company, party of the second part, shall provide in the central part of said city, at some point to be approved by the Board of Public Works, a depot or station in which baggage, express matter, merchandise in boxes, crates or parcels, garden marketing, dairy products, properly enclosed and secured, hauled or to be hauled in the cars of said company through said city, shall be loaded and unloaded, and for the purpose of reaching its said depot, the right is hereby granted said company to lay its tracks across such streets, alleys or sidewalks, under the direction of the Board of Public Works, as may be necessary to run from its main line to said depot. Any such depot shall be kept clean and free from all noxious odors, and shall at all times be under the supervision of the Board of Health of said city, for the purpose of making and enforcing all necessary regulations to insure the cleanliness of the same: *Provided, however*, that until the 1st day of January, 1902, said 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, to stand said cars upon some line of "dead track" of said Indianapolis Street Rail-

way Company: *Provided*, that the selection of such "dead track" shall be first approved by the 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 freight, baggage or merchandise, or property of any kind through the streets, alleys and avenues of said city, or if by them deemed necessary to the public health or comfort, or the convenience of public travel in said city, to prohibit the carrying of freight of any or all kinds through any of such streets, alleys and avenues.

8. The cars to be run and operated by said 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 contract heretofore entered into between said city and the Indianapolis Street Railway Company, shall by order or ordinance require said Indianapolis Company to introduce any other improved method of propulsion, then, and in such case, the said company, party of the second part, shall adopt and use such improved methods in the propulsion of its cars running within such city.

9. If the said company, party of the second part, shall hereafter be permitted to set poles and string wires in said city, or construct therein any other electrical appliances for the propulsion of its cars, the same shall be so constructed by providing for an independent return circuit for the electricity used, or by such approved scientific methods as will prevent any injury by any such current of electricity to water pipes, gas pipes, or any other property in, under or upon any of the streets, alleys or avenues aforesaid, or elsewhere within such city, and the said company, party of the second part, shall hold the city free and harmless from all damages of every nature, whatsoever resulting to any person or property on account of injury caused by the electrical currents of said company, or by the construction or operation of the street railway cars of said company.

10. If the said company, party of the second part, shall hereafter be permitted to construct any tracks within said city, or if hereafter any of the tracks of said company shall by annexation be brought within the limits of said city, then the said company shall, when ordered so to do by the Board of Public Works, pave the space between all rails, including the space between its tracks where there are double tracks, switches or sidetracks, and for a distance of eighteen inches on the outside of the outside rails of its tracks, and shall at all times make all necessary repairs in such space under specifications both as to material and manner, as may be provided by said Board, and under the supervision of the City Civil Engineer of said city. It is also agreed that said company, party of the second part, shall in the construction and maintenance of any such track, construct and maintain the same in all respects in the same manner as the Indianapolis Street Railway Company is required by contract and ordinance to construct and maintain its tracks within such city, and the obligation of said company, party of the second part, to pave, improve and repair the space between its tracks and for eighteen inches on the outside of the outside rails thereof shall be the same as the obligation of the said Indianapolis Company to pave, improve and repair the space between its tracks under the provisions of its said contract with said city and the ordinance ratifying the same, which ordinance, passed by the Common Council of said city on the 7th day of April, 1899, is by reference made a part of this contract.

11. The said 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 the motive power furnished by said company shall at all times be ample

and of the most approved kind; that its cars shall be of the best and most approved pattern, style and finish; at all times kept clean, well ventilated, provided with comfortable seats for passengers and heated with safe and convenient appliances 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 said 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 so 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 insurance of the safety of its passengers and employes; that each of such cars shall have thereon the name of the said 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 eyesight, 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 on such cars; that the tracks of such company which may come within such city by extension of its boundaries or hereafter be permitted to be constructed or owned therein, shall at all times be kept in repair, provided with the most modern and improved rails of sufficient size and weight and in such condition that passengers riding in cars over the same shall suffer no discomfort or inconvenience by reason of such tracks or any part thereof being irregular, uneven or in any wise insufficient, and the right is reserved to the Board of Public Works of such city to order any needed repairs of said tracks or roadbed, or cars or appliances, and the said company party of the second part, agrees to comply with all such orders. The said cars to be used by said company, party of the second part, together with all the machinery, appliances and appurtenances thereof, shall be suitable and adapted to be operated upon the tracks of the Indianapolis Street Railway Company without injury to said tracks or any of the appurtenances thereof, or the pavement 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 to not injure the same, or any of the cars or other property of said company.

In case the said company, party of the second part, should 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 designating the same, or concerning alarm bells, life guards and appliances for the safety of passengers and employes, rails, roadbed or other stipulations herein contained concerning the operation, maintenance or construction of its line of street railway and cars, or in case said 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 company, require compliance with any such stipulation within a reasonable time therein fixed, and said 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 pertaining thereto, then said 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 company for the performance of the conditions of this contract or otherwise as the said Board may elect: *Provided*, that nothing herein contained shall be construed as an at-

tempt to abridge or in any wise 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 company within said city, and also providing reasonable penalties for the violation thereof.

In further consideration of the grant herein and hereby made, the said company, party of the second part, agrees and binds itself to pay to the said city on the 1st day of January, 1902, and annually thereafter during the first seven years of this franchise, the sum of three cents per round trip for each and every round trip made by any car of said company over the streets of said city, during the year preceding said date; and thereafter annually during the next ten years the sum of four cents per round trip for each and every round trip made by any car of said company over the streets of said city during the preceding year; and for the balance of said period for which said franchise is granted, said party of the second part agrees and binds itself to pay as aforesaid the sum of eight cents per round trip for each and every car as above described.

The president of said company, or other executive officer thereof, shall at the time of such payment, file with the City Comptroller a sworn statement as to the total number of round trips made by each car aforesaid within such city during the year or period preceding.

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.

This limitation of time is one of the essential and governing conditions of this contract, and at the expiration of said period the rights of said company, party of the second part, to run or operate its cars within such city shall absolutely cease, and it shall be deemed and held a trespasser if it should undertake to so run or operate any car over any such street after that time.

Neither this contract nor any of the rights or privileges named therein shall ever be assigned or transferred by said company to any person, firm or corporation, without the written consent of the said Board of Public Works, duly entered upon the records of said Board, first being given, and in the event of any such transfer or assignment without the said written consent of said Board of Public Works, then all rights and privileges of said company under the contract shall absolutely cease and become void, and said company shall be deemed and held a trespasser if it should thereafter undertake to run or operate any car over any street or alley of said city.

And it is also agreed and understood that the said 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 on the records of such Board, and until after terms for compensation for such use have been agreed upon with said Indianapolis Street Railway Company, or fixed as provided by law. It is further agreed and understood that the right to use the tracks of said Indianapolis Street Railway Company hereby granted, is subject to the payment by said company, party of the second part, to said 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 Company shall have the right to exclude said company, party of the second part, from such use.

12. The said company, party of the second part, before exercising any of the rights hereby granted, shall execute to the City of Indian-

apolis a good and sufficient bond in the sum of ten thousand dollars (\$10,000.00), with good and sufficient sureties to be approved by 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 the demand of the Board of Public Works of said city, whenever by reason of the insufficiency of the surety thereon or the impairment of the amount thereof by reason of the accumulation of unpaid penalties, forfeitures, judgments or other claims against said company, in favor of said city, the said Board deems such renewal necessary.

And in case the said company, party of the second part, shall on the reasonable demand of said Board 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.

Any right which might be claimed by said 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, either under the provisions of the statute under which it was incorporated, or any other statute or ordinance now existing, is hereby expressly waived.

In witness whereof, said parties have hereunto set their hands and seals, this 17th day of June, 1901.

CITY OF INDIANAPOLIS,
By ALBERT SAHM,
C. MAGUIRE,

Board of Public Works of said City.

T. TAGGART,
Mayor.

INDIANAPOLIS & GREENFIELD RAPID TRANSIT COMPANY,
[Seal.] By F. G. BANKER,
Attest: *President.*

L. E. McDONALD, *Secretary.*

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

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the foregoing contract and agreement made and entered into on the 17th day of June, 1901, by the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis & Greenfield Rapid Transit Company, be and the same is hereby in all things ratified, confirmed and approved, and said Indianapolis & Greenfield Rapid Transit Company is hereby granted all rights, privileges and franchises as in said contract and agreement set forth, in accordance with the terms, conditions and provisions thereof.

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

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

By Board of Public Works:

G. O. No. 38, 1901. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 17th day of June, 1901, between the City of Indianapolis, by and through its Board of Public Works, and the Union Traction Company of Indiana, whereby said company is authorized to run and operate its interurban cars into said city along certain streets, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the City of Indianapolis, and fixing the time when the same shall take effect.

Whereas, heretofore, to-wit: on the 17th day of June, 1901, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Union Traction Company of Indiana, namely:

This agreement, made and entered into this, the 17th day of June, 1901, 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 Union Traction Company of Indiana, (hereinafter called the company), a corporation duly organized and incorporated under and by virtue of the laws of Indiana, party of the second part,

Witnesseth: That, Whereas, The said Union Traction Company of Indiana has presented its written petition to the 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 therein and hereinafter named, over the tracks of the Indianapolis Street Railway Company, and to carry passengers, mail, express matter, baggage and freight through and into such city on such cars; and,

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 this 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 shall be upon such conditions and under such regulations as the Board of Public Works and Common Council of such city shall prescribe,

Now, Therefore, The said Board of Public Works of said City of Indianapolis, in consideration of the several agreements of the said company, party of the second part, hereinafter stipulated and set forth, does hereby (subject to the ratification and approval of the Common Council of said city) authorize, empower and permit the said Union Traction Company of Indiana, subject to the conditions hereinafter prescribed and expressed, to operate and run its cars upon and over the tracks of the Indianapolis Street Railway Company, now laid and in use upon the following streets and avenues of said city, until the 1st day of July, 1902, to-wit:

Entering upon the College avenue line of tracks of the Indianapolis Street Railway Company at Thirtieth street; thence extending to and upon Sutherland and College avenues, and on College avenue to Massachusetts avenue; thence on Massachusetts avenue to Pennsylvania street; thence on Pennsylvania street to Washington street; thence west on Washington street to Meridian street; thence south on Meridian street to Maryland street; thence returning from said intersection of Meridian street and Maryland street, south on Meridian street to Georgia street; thence west on Georgia street to Illinois street; north on Illinois street to Washington street; east on Washington street to Pennsylvania street; thence upon Pennsylvania street, Massachusetts avenue, College avenue and Sutherland avenue to the point of entrance as aforesaid.

And thereafter over the following described route:

Entering upon the College avenue line of tracks of the Indianapolis Street Railway Company at Thirtieth street; thence extending to and upon Sutherland and College avenues to Massachusetts avenue; thence southwest on Massachusetts avenue to Pennsylvania street; thence south on Pennsylvania street to Maryland street; thence west on Maryland street to Meridian street; thence south on Meridian street to Georgia street; thence returning east on Georgia street to Pennsylvania street; thence extending north on Pennsylvania street to Massachusetts avenue, and on Massachusetts, College and Sutherland avenues to the point of entrance as aforesaid.

Provided, however, That at any time after the expiration of five years from the 1st day of July, 1902, the Board of Public Works and Common Council, or the said Indianapolis Street Railway Company, with the consent of such Board and Council, shall have the right to substitute for the use of all or any of that part of the tracks of said Railway Company, above described, which are situated in streets between Ohio street on the north, Georgia street on the south, Delaware street on the east and Capitol avenue on the west, the use of other tracks of said Railway Company situated on or within such boundary streets and avenue, connecting at some point on or within such streets or avenue with the other part of the line last above described, so as to enable said company, party of the second part, to reach and return from the terminal point above designated.

And that for the purpose of storing, cleaning and repairing its cars, when necessary, the said company may also run the same over the tracks of said Indianapolis Company, subject to the conditions hereinafter set forth, as follows:

From the intersection of Georgia and Illinois streets, south on Illinois street to the Union Station; thence west on Louisiana street to and around the loop at the intersection of Capitol avenue and Louisiana street so as to reach the car-house and shops of the Indianapolis Street Railway Company.

The above grant is made upon the following express conditions:

1. That after entering the City of Indianapolis, all cars of said 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 company, party of the second part, shall charge five cents for a single fare between any two points in said city on its lines, 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 line of such interurban company, within such city: *Provided*, however, that said 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. The said 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, which cars shall have the right of way, and so as not to delay or interfere in any wise with the running and operation of the cars of the said Indianapolis Street Railway Company or to interfere with any schedule for the running of the

said cars of said Indianapolis Company which may hereafter be fixed by the Board of Public Works and the said cars of the said Union Traction Company of Indiana, shall be so operated as not to interfere in any way with public travel at street or alley crossings, nor in any way to violate any obligation of said Railway Company 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 company and said city dated April 7, 1899, or any other existing grant or contract whether made to or with said company or some other person or corporation to the rights and obligations of which said company has succeeded.

The right is expressly reserved to the said Board of Public Works to fix time schedules for the running of all the cars of said Union Traction Company of Indiana 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 company shall, between the hours of 6 o'clock A. M. and 11 o'clock P. M. run, at least, one car every two hours.

4. The cars of said Union Traction Company of Indiana, 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 collision or casualties, at any point in such city, except at street crossings, as hereinafter provided, and at its depot or station which may hereafter be established at such point as the Board of Public Works may approve. In stopping its cars at street crossings, said 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 at such crossings, or other places in said city.

5. The said company, party of the second part, may at all times carry on its passenger cars, or in suitable compartments thereof, provided for such purpose, or in express 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 on steam railroad companies' cars, and also the United States mail, and such express matter and merchandise as may be enclosed 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 packages and parcels as are usually carried and delivered by messenger service: *Provided*, that no live animals (except hunting dogs) shall be carried on any 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 depot or station of said company hereinafter referred to, 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 lay-over point: *Provided, also*, that fowls, properly secured in boxes or coops, may be carried in such cars between the hours of 12:30 A. M. and 4:30 A. M.

6. The said company, party of the second part, shall not be permitted under any circumstances to transport on its cars through or over the streets, alleys or avenues of such city live animals of any kind, other than hunting dogs, except between the hours of 12:30 A. M. and 4:30 A. M., and as hereinafter provided. Said company shall be permitted to haul and handle freight other than that designated in Sections 5 and 7 as hereinafter provided,

when it shall have provided and established a freight depot in said city at some point which shall be approved by the Board of Public Works. After having provided and established such depot, the said company may deliver freight, other than live animals, not of a character offensive to sight or smell, into the said depot, where the same may be held for delivery to any part of said city, or for transfer to steam railroad lines, or to the lines of other suburban or interurban companies, which may be able to transport the same under any ordinance regulating such transportation. Said company shall have the right to carry live horses, mules, swine, cattle or sheep, only between the hours of 12:30 A. M. and 4:30 A. M., and then only over so much of the line of said company as lies between the corporation line of said city and the line of the Belt Railroad. When the line of said company does not cross the line of the said Belt Railroad, then said company shall not haul live animals of the classes last above mentioned in said city.

7. The said company, party of the second part, shall provide in the central part of said city, at some point to be approved by the Board of Public Works, a depot or station in which baggage, express matter, merchandise in boxes, crates or parcels, garden marketing, dairy products, properly enclosed and secured, hauled or to be hauled in the cars of said company through said city, shall be loaded and unloaded, and for the purpose of reaching its said depot, the right is hereby granted said company to lay its tracks across such streets, alleys or sidewalks, under the direction of the Board of Public Works, as may be necessary to run from its main line to said depot. Any such depot shall be kept clean and free from all noxious odors, and shall at all times be under the supervision of the Board of Health of said city, for the purpose of making and enforcing all necessary regulations to insure the cleanliness of the same: *Provided, however,* that until the 1st day of January, 1902, said 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, to stand said cars upon some line of "dead track" of said Indianapolis Street Railway Company: *Provided,* that the selection of such "dead track" shall be first approved by the 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 freight, baggage or merchandise, or property of any kind through the streets, alleys and avenues of said city, or if by them deemed necessary to the public health or comfort, or the convenience of public travel in said city, to prohibit the carrying of freight of any or all kinds through any of such streets, alleys and avenues.

8. The cars to be run and operated by said 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 contract heretofore entered into between said city and the Indianapolis Street Railway Company, shall by order or ordinance require said Indianapolis Company to introduce any other improved method of propulsion, then, and in such case, the said company, party of the second part, shall adopt and use such improved methods in the propulsion of its cars running within such city.

9. If the said company, party of the second part, shall hereafter be permitted to set poles and string wires in said city, or construct therein any other electrical appliances for the propulsion of its cars, the same shall be so constructed by providing for an independent return circuit for the electricity used, or by such approved scientific methods as will prevent any injury by any such current of electricity to water pipes, gas pipes, or any

other property in, under or upon any of the streets, alleys or avenues aforesaid, or elsewhere within such city, and the said company, party of the second part, shall hold the city free and harmless from all damages of every nature whatsoever resulting to any person or property on account of injury caused by the electrical currents of said company, or by the construction or operation of the street railway cars of said company.

10. If the said company, party of the second part, shall hereafter be permitted to construct any tracks within said city, or if hereafter any of the tracks of said company shall by annexation be brought within the limits of said city, then the said company shall, when ordered so to do by the Board of Public Works, pave the space between all rails, including the space between its tracks where there are double tracks, switches or sidetracks, and for a distance of eighteen inches on the outside of the outside rails of its tracks, and shall at all times make all necessary repairs in such space under specifications both as to material and manner, as may be provided by said Board, and under the supervision of the City Civil Engineer of said city. It is also agreed that said company, party of the second part, shall in the construction and maintenance of any such track, construct and maintain the same in all respects in the same manner as the Indianapolis Street Railway Company is required by contract and ordinance to construct and maintain its tracks within such city, and the obligation of said company, party of the second part, to pave, improve and repair the space between its tracks and for eighteen inches on the outside of the outside rails thereof shall be the same as the obligation of the said Indianapolis Company to pave, improve and repair the space between its tracks under the provisions of its said contract with said city and the ordinance ratifying the same, which ordinance, passed by the Common Council of said city on the 7th day of April, 1899, is by reference made a part of this contract.

11. The said 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 the motive power furnished by said company shall at all times be ample and of the most approved kind; that its cars shall be of the best and most approved pattern, style and finish; at all times kept clean, well ventilated, provided with comfortable seats for passengers and heated with safe and convenient appliances 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 said 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 so 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 insurance of the safety of its passengers and employes; that each of such cars shall have thereon the name of the said 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 eyesight, 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 on such cars; that the tracks of such company which may come within such city by extension of its boundaries or hereafter be permitted to be constructed or owned therein, shall at all times be kept in repair, provided with the most modern and improved rails of sufficient size and weight and in such condition that passengers riding in cars over the same shall suffer no discomfort or inconvenience by reason of such tracks or any part thereof being irregular, uneven or in any wise insufficient, and the right is reserved to the Board of Public Works of such city to order any needed repairs to said

tracks or roadbed, or cars or appliances, and the said company party of the second part, agrees to comply with all such orders. The said cars to be used by said company, party of the second part, together with all the machinery, appliances and appurtenances thereof, shall be suitable and adapted to be operated upon the tracks of the Indianapolis Street Railway Company without injury to said tracks or any of the appurtenances thereof, or the pavement 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 to not injure the same, or any of the cars or other property of said company.

In case the said company, party of the second part, should 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 designating the same, or concerning alarm bells, life guards and appliances for the safety of passengers and employes, rails, roadbed or other stipulations herein contained concerning the operation, maintenance or construction of its line of street railway and cars, or in case said 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 company, require compliance with any such stipulation within a reasonable time therein fixed, and said 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 pertaining thereto, then said 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 appraisal laws, either by suit on any bond which may be given by said company for the performance of the conditions of this contract or otherwise as the said Board may elect: *Provided*, that nothing herein contained shall be construed as an attempt to abridge or in any wise 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 company within said city, and also providing reasonable penalties for the violation thereof.

In further consideration of the grant herein and hereby made, the said company, party of the second part, agrees and binds itself to pay to the said city on the 1st day of January, 1902, and annually thereafter during the first seven years of this franchise, the sum of three cents per round trip for each and every round trip made by any car of said company over the streets of said city, during the year preceding said date; and thereafter annually during the next ten years the sum of four cents per round trip for each and every round trip made by any car of said company over the streets of said city during the preceding year; and for the balance of said period for which said franchise is granted, said party of the second part agrees and binds itself to pay as aforesaid the sum of eight cents per round trip for each and every car as above described.

The president of said company, or other executive officer thereof, shall at the time of such payment, file with the City Comptroller a sworn statement as to the total number of round trips made by each car aforesaid within such city during the year or period preceding.

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.

This limitation of time is one of the essential and governing condi-

tions of this contract, and at the expiration of said period the rights of said company, party of the second part, to run or operate its cars within such city shall absolutely cease, and it shall be deemed and held a trespasser if it should undertake to so run or operate any car over any such street after that time.

Neither this contract nor any of the rights or privileges named therein shall ever be assigned or transferred by said company to any person, firm or corporation, without the written consent of the said Board of Public Works, duly entered upon the records of said Board, first being given, and in the event of any such transfer or assignment without the said written consent of said Board of Public Works, then all rights and privileges of said company under the contract shall absolutely cease and become void, and said company shall be deemed and held a trespasser if it should thereafter undertake to run or operate any car over any street or alley of said city.

And it is also agreed and understood that the said 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 on the records of such Board, and until after terms for compensation for such use have been agreed upon with said Indianapolis Street Railway Company, or fixed as provided by law. It is further agreed and understood that the right to use the tracks of said Indianapolis Street Railway Company hereby granted, is subject to the payment by said company, party of the second part, to said 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 Company shall have the right to exclude said company, party of the second part, from such use.

12. The said 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 be approved by 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 the demand of the Board of Public Works of said city, whenever by reason of the insufficiency of the surety thereon or the impairment of the amount thereof by reason of the accumulation of unpaid penalties, forfeitures, judgments or other claims against said company, in favor of said city, the said Board deems such renewal necessary.

And in case the said company, party of the second part, shall on the reasonable demand of said Board 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.

Any right which might be claimed by said 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, either under the provisions of the statute under which it was incorporated, or any other statute or ordinance now existing, is hereby expressly waived.

In witness whereof, said parties have hereunto set their hands and seals, this 17th day of June, 1901.

CITY OF INDIANAPOLIS,
By ALBERT SAHM,
C. MAGUIRE,

Board of Public Works of said City.

T. TAGGART,
Mayor.

UNION TRACTION COMPANY OF INDIANA,
By GEO. F. McCULLOUGH,
President.

[Seal.]

Attest:
JAMES A. VAN OSDOL, *Secretary.*

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

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the foregoing contract and agreement made and entered into on the 17th day of June, 1901, by the City of Indianapolis, by and through its Board of Public Works, and the Union Traction Company of Indiana, be and the same is hereby in all things ratified, confirmed and approved, and said Union Traction Company of Indiana is hereby granted all rights, privileges and franchises as in said contract and agreement set forth, in accordance with the terms, conditions and provisions thereof.

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

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

By Board of Public Works:

G. O. No. 39, 1901. An ordinance approving a certain contract granting A. B. Meyer & Company the right to lay and maintain a switch or sidetrack across North street, in the City of Indianapolis, Indiana.

Whereas, Heretofore, to-wit: On June 17, 1901, the Board of Public Works of the City of Indianapolis made and entered into a certain contract with A. B. Meyer & Company, of the County of Marion, State of Indiana, which contract is as follows:

Whereas, Heretofore, to-wit: On the 7th day of June, 1901, A. B. Meyer & Company filed their petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

INDIANAPOLIS, IND., June 7, 1901.

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

GENTLEMEN—The undersigned, A. B. Meyer & Company, respectfully petition your Honorable Board, asking permission to construct and maintain one switch or sidetrack across North street, as follows: The center line of said track shall begin in the south line of North street, the said point being sixty-nine (69) feet east of the main track of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company (Cleveland and Indianapolis Division); thence with a curve line in a northwesterly direction to a point in the north line of North street, the said point being thirty-nine

(39) feet east of the main track of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company (Cleveland and Indianapolis Division), all as shown by the drawings herewith submitted, attached hereto, filed herewith, and for greater certainty marked "Exhibit A."

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

Respectfully submitted,

A. B. MEYER & Co.,

By GEO. F. MEYER.

Now, therefore, This agreement, made and entered into this 17th day of June, 1901, by and between A. B. Meyer & Co., of the City of Indianapolis, County of Marion, State of Indiana, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part, witnesseth:

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

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

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

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

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

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

6. The said party of the first part hereby binds itself to hold said party of the second part and said city harmless from any and all claims for dam-

ages growing out of the existence, maintenance or use of said sidetrack or switch, and to pay any judgment, with costs, that may, on that account, be rendered against it or said city.

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

Said party of the second part, by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled "An act concerning the incorporation and government of cities having more than one hundred thousand population, according to the United States census last preceding, and matters connected therewith, and declaring an emergency," approved March 6, 1891, and in consideration of the things hereinbefore set forth, and upon the terms and conditions herein stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain a single switch or sidetrack across North street, in the City of Indianapolis, as follows: The center line of said switch or sidetrack begins at a point in the south line of North street, the said point being sixty-nine (69) feet east of the main track of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company (Cleveland and Indianapolis Division); thence with a curve line in a northwesterly direction to a point in the north line of North street, the said point being thirty-nine (39) feet east of the main track of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company (Cleveland and Indianapolis Division). Said right, privilege and authority are granted for the purpose prayed in the petition hereto attached, and as shown by the drawings hereto attached, made a part hereof and marked "Exhibit A."

In witness whereof, we have hereunto set our hands this 17th day of June, 1901.

A. B. MEYER & Co.,
By GEO. F. MEYER,
Party of the First Part.
CITY OF INDIANAPOLIS,
By ALBERT SAHM,
C. MAGUIRE,
Board of Public Works, Party of the Second Part.

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

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

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

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

By Board of Public Works:

G. O. No. 40, 1901. An ordinance authorizing the improvement of the roadway of Scioto street, in the City of Indianapolis, in Marion County, State of Indiana, from the north property line of St. Clair street to the south property line of Pratt street, by grading and paving the same with

brick, to a uniform width of twenty (20) feet, laid on a six (6) inch concrete foundation, including the wings of the intersecting alley, together with the necessary marginal stone finish to the same; and curbing with stone the outer edges of the sidewalks, between the above named points, and fixing a time when the same shall take effect.

Whereas, heretofore, to-wit: on the 8th day of May, 1901, the Board of Public Works of the City of Indianapolis, Indiana, deeming it necessary to improve Scioto street, in the City of Indianapolis, in Marion County, State of Indiana, from the north property line of Pratt street, by grading and paving the roadway with brick, from curb to curb, to a uniform width of twenty (20) feet, laid on a six (6) inch concrete foundation, including the wings of the intersecting alley, together with the necessary marginal stone finish to the same; and curbing with stone the outer edges of the sidewalks, between the above named points, adopted a resolution to that effect, known and designated as Improvement Resolution No. 165, 1901; and,

Whereas, said Board caused notice to be duly given of said resolution ordering the improvement of said street, by publication thereof in the *Indianapolis Sentinel*, a daily newspaper of general circulation, printed and published in the City of Indianapolis, County of Marion, State of Indiana, once each week for two consecutive weeks, namely: on the 10th and 17th days of May, 1901, and by like notices sent by mail to each property holder affected by said proposed improvement; and,

Whereas, Said Board caused the necessary specifications, profiles and drawings for said street improvement to be prepared and filed in its office, where they now are; and,

Whereas, in the opinion of said Board, said street improvement is deemed necessary, and the total cost thereof shall be apportioned, all as provided for in "an act concerning the incorporation and government of cities having more than one hundred thousand population according to the United States census last preceding, and matters connected therewith, and declaring an emergency," approved March 6, 1891, and in accordance with and pursuant to all amendatory and supplemental acts thereto passed by the General Assembly of the State of Indiana, and,

Whereas, said Board met, according to said published and mailed notices, to-wit: in its office, room No. 5, basement Marion County Court House, Indianapolis, Indiana, at 10 o'clock A. M. on the 24th day of May, 1901, for the purpose of hearing all persons interested or whose property is affected by said proposed improvement, and of deciding whether the benefits that will accrue to the property abutting on and adjacent to said proposed improvement, and to said city, will be equal to or exceed the cost of the same as estimated by the City Civil Engineer; and,

Whereas, said Board, being fully advised in the premises, decided, at such meeting, that the benefits accruing to the property liable to be assessed for said improvement are equal to the estimated cost of the same, and thereupon took final action on said Improvement Resolution No. 165, 1901, confirming the same as adopted on the 8th day of May, 1901; and,

Whereas, later, to-wit: on the 27th day of May, 1901, and within ten days after final action was taken by said Board on said Improvement Resolution, a majority of all the resident freeholders abutting on said Scioto street, along the line of said proposed street improvement, filed with said Board their written remonstrance against such improvement, which remonstrance has been made a part of the records in the office of said Board; now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the improvement of the roadway of Scioto street, from the north property line of St. Clair street to the south property line of Pratt street, in the City of Indianapolis, as more fully described in the preamble hereto and specifically shown by the profile and drawings now or

file in the office of the Board of Public Works as referred to therein, and Improvement Resolution No. 165, 1901, of said Board, and all its other acts in relation thereto, be and the same are now hereby, in all things, approved, confirmed and specifically ordered.

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

Which was read a first time and referred to Committee on Sewers, Streets and Alleys.

By Board of Public Works:

G. O. No. 41, 1901. An ordinance authorizing the improvement of the sidewalks of Spruce street, in the City of Indianapolis, in Marion County, State of Indiana, from the north property line of Orange street to the north end of bridge over Pleasant Run, by grading and paving the same with cement, placed next to the curb, to a uniform width of five (5) feet; placing the necessary walk stones at the street and alley intersections and bowldering to the curb line; curbing with stone the outer edges of the sidewalks; and grading the lawns, between the above named points, and fixing a time when the same shall take effect.

Whereas, heretofore, to-wit: on the 12th day of April, 1901, the Board of Public Works of the City of Indianapolis, Indiana, deeming it necessary to improve the sidewalks of Spruce street, from the north property line of Orange street to the north end of bridge over Pleasant Run, by grading and paving the same with cement, placed next to the curb, to a uniform width of five (5) feet; placing the necessary walk stones at the street and alley intersections and bowldering to the curb line; curbing with stone the outer edges of the sidewalks; and grading the lawns, between the above named points, in the City of Indianapolis, in Marion County, State of Indiana, adopted a resolution to that effect, known and designated as Improvement Resolution No. 87, 1901; and,

Whereas, said Board caused notice to be duly given of said resolution ordering the improvement of said sidewalks, by publication thereof in the *Indianapolis Sentinel*, a daily newspaper of general circulation printed and published in the City of Indianapolis, County of Marion, State of Indiana, once each week, for two consecutive weeks, namely: on the 15th and 22d days of April, 1901, and by like notices sent by mail to each property holder affected by said proposed improvement; and,

Whereas, said Board caused the necessary specifications, profiles and drawings for said sidewalk improvement to be prepared and filed in its office, where they now are; and,

Whereas, in the opinion of said Board, said sidewalk improvement is deemed necessary, and the total cost thereof shall be apportioned, all as provided for in "An act concerning the incorporation and government of cities having more than one hundred thousand population according to the United States census last preceding, and matters connected therewith, and declaring an emergency," approved March 6, 1891, and in accordance with and pursuant to the provisions of all amendatory and supplemental acts thereto passed by the General Assembly of the State of Indiana; and,

Whereas, said Board met, according to said published and mailed notices, to-wit: in its office, room No. 5, basement Marion County Court House, Indianapolis, Indiana, at 10 o'clock A. M. on the 1st day of May, 1901, for the purpose of hearing all persons interested or whose property is affected by said proposed improvement, and of deciding whether the benefits that will accrue to the property abutting on and adjacent to said proposed im-

provement will be equal to the cost of the same as estimated by the City Civil Engineer; and,

Whereas, said Board, after hearing all interested persons who appeared, deferred taking final action on said Improvement Resolution; and,

Whereas, later, to-wit: on the 3d day of May, 1901, said Board, being fully advised in the premises, decided that the benefits accruing to the property liable to be assessed for said improvement are equal to the estimated cost of the same, and thereupon took final action on said Improvement Resolution No. 87, 1901, confirming the same as adopted on the 12th day of April, 1901; and,

Whereas, later, to-wit: on the 6th day of May, 1901, and within ten days after final action was taken by said Board on said Improvement Resolution, a majority of all the resident freeholders abutting on said Spruce street, along the line of said proposed sidewalk improvement, filed with said Board their written remonstrance against such improvement, which remonstrance has been made a part of the records of the office of said Board; now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the improvement of the sidewalks of Spruce street, from the north property line of Orange street to the north end of bridge over Pleasant Run, in the City of Indianapolis, as more fully described in the preamble hereto, and specifically shown by the profiles and drawings now on file in the office of the Board of Public Works as referred to therein, and Improvement Resolution No. 87, 1901, of said Board, and all its other acts in relation thereto, be and the same are now hereby, in all things, approved, confirmed and specifically ordered.

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

Which was read a first time and referred to Committee on Sewers, Streets and Alleys.

By Mr. Negley:

Sp. O. No. 1, 1901. An ordinance annexing certain territory to the City of Indianapolis, Indiana, providing for the publication thereof, 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 boundary lines of the City of Indianapolis, Indiana, be, and the same are, hereby extended so as to include the following described contiguous territory, all of which is hereby annexed to and made a part of the territory constituting and forming the City of Indianapolis, in Marion County and the State of Indiana, to-wit:

Beginning on the east right-of-way line of the Belt Railroad and Stock Yards Company, at the center of Walnut street, thence running east along the center line of Walnut street to the center line of Sherman Drive; thence south along the center line of Sherman Drive to the center line of the first alley north of Michigan street; thence east along the center line of said alley and the extension thereof to the center line of the first alley east of Linwood avenue; thence south along the center line of the first alley east of Linwood avenue to the center line of the roadway of the National Road (known as Washington street); thence west along the center line of said National Road to the east line of the right-of-way of the Belt Railroad and Stock Yards Company; thence in a northerly direction along the east line of the right-of-way of the Belt Railroad and Stock Yards Company to the center line of Walnut street, the place of beginning.

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

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

MISCELLANEOUS BUSINESS.

Mr. Billingsley moved that the Council proceed to elect Inspectors for the special election of a Councilman in the Fifteenth Ward, to be held Thursday, July 18, 1901.

Mr. Billingsley's motion prevailed.

On request, President Crall appointed Messrs. Daller and McGrew as Tellers.

Mr. Billingsley moved that the Inspectors be elected by ballot.

Mr. Perrott protested against the election of Inspectors by ballot, and requested that his protest be spread upon the record.

President Crall ordered that the roll be called on Mr. Billingsley's motion.

Whereupon Mr. Billingsley's motion, that Inspectors be elected by ballot, prevailed by the following vote:

AYES—11, viz.: Messrs. Billingsley, Daller, Evans, Kaiser, Keller, McGrew, Munro, Negley, Spiegel, Wheeler and President Crall.

NOES—7, viz.: Messrs. Bernauer, Dickson, Horan, Knight, McGrew, Perrott and Reilly.

Mr. Moriarity declared the whole proceeding illegal, and refused to vote.

Messrs. Bernauer, Moriarity and Perrott demanded that Mr. Billingsley introduce his motion in writing, as provided by the rules of the Common Council.

Mr. Billingsley placed in nomination the following named persons for Inspectors of the special election for Councilman in the Fifteenth Ward:

FIFTEENTH WARD.

- | | |
|------------------------|------------------------|
| 1. Charles Warrington. | 8. George H. Drechsel. |
| 2. William Hillmann. | 9. Joseph Seyfried. |
| 3. Louis C. Held, Sr. | 10. Justice Webster. |
| 4. G. A. Wurgler, Jr. | 11. Henry Hudson. |
| 5. Thomas Boylan. | 12. William Morgan. |
| 6. Amer Funk. | 13. William Svendsen. |
| 7. Adam H. Snideman. | |

Mr. Perrott again protested against the illegal election of Inspectors by ballot, and requested that his protest be spread upon the record. Mr. Moriarity joined in the protest, and also requested that his protest be made a matter of record.

President Crall ordered that a ballot for the election of Inspectors be taken, which ballot resulted as follows:

	Votes received.
Mr. Charles Warrington.....	11
Mr. William Hillmann.....	11
Mr. Louis C. Held, Sr.....	11
Mr. G. A. Wurgler, Jr.....	11
Mr. Thomas Boylan.....	11
Mr. Amer Funk.....	11
Mr. Adam H. Snideman.....	11
Mr. George H. Drechsel.....	11
Mr. Joseph Seyfried.....	11
Mr. Justice Webster.....	11
Mr. Henry Hudson.....	11
Mr. William Morgan.....	11
Mr. William Svendsen.....	11

President Crall announced the result of the ballot and declared the following named persons elected Inspectors of the special election for Councilman in the Fifteenth Ward: 1, Chas. Warrington; 2, William Hillmann; 3, Lewis C. Held, Sr.; 4, G. A. Wurgler, Jr.; 5, Thomas Boylan; 6, Amer Funk; 7, Adam H. Snideman; 8, George H. Drechsel; 9, Joseph Seyfried; 10, Justice Webster; 11, Henry Hudson; 12, William Morgan; 13, William Svendsen.

Mr. Bernauer declared that the motion for the election of Inspectors and the election of the same by ballot was entirely out of order and illegal, as the rules of the Common Council specify that all motions, except to adjourn, etc., must be reduced

to writing, and cited Article two (2) of Rule three (3), which reads as follows:

2. Every motion shall be reduced to writing, except to adjourn; to adjourn to a day certain; to reconsider the previous question or the seconding thereof; to lay on the table; to postpone to a day certain; to postpone indefinitely; to commit; to amend; to suspend the rules, or to concur; and every other motion not so reduced to writing shall, upon the objection of any one member, be considered out of order.

Mr. Bernauer earnestly protested against the illegal procedure, and offered the following:

Mr. President:

I move you to expunge the election of inspectors for the Fifteenth Ward, and have it placed on record as illegal.

ED. BERNAUER.

Mr. Megrew moved to lay Mr. Bernauer's motion on the table.

Which motion carried by the following vote:

AYES—11, viz.: Messrs. Billingsley, Daller, Evans, Kaiser, Keller, Megrew, Munro, Negley, Spiegel, Wheeler and President Crall.

NOES—8, viz.: Messrs. Bernauer, Dickson, Horan, Knight, Moriarity, McGrew, Perrott and Reilly.

The following communications were read:

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

The undersigned, The American Brewing Company, hereby represents:

That an ordinance was passed by the Common Council of the City of Indianapolis on September 18, 1900, and approved by the Mayor of said city on September 24, 1900, being General Ordinance No. 33 for the year 1900, entitled:

"G. O. No. 33, 1900. An ordinance concerning the regulation of the business of selling malt liquors in greater quantities than five gallons, and fixing the annual license fee to be paid by persons engaged in such business in the City of Indianapolis and within four miles from the corporate limits thereof; providing a penalty for the violation thereof, and fixing the time when the same shall take effect."

That at the time of the passage and approval of said ordinance the undersigned was engaged in the selling of malt liquors in said city in quantities greater than five gallons, and after the passage of said ordinance the City Comptroller of said city did demand of the undersigned the payment of a license fee of \$1,000.00, as provided for in said ordinance, and he and the officers of said city threatened the undersigned with prosecution and fine, seizure of its property and interference with its business if it should continue to carry on its said business without payment of the license fee so demanded; whereupon the undersigned was compelled to pay and did pay to said City Comptroller, on October 27, 1900, the said sum of \$1,000.00 so demanded, but did make said payment under protest and under compulsion of the threats aforesaid, claiming that said ordinance was illegal and void.

That afterwards in a prosecution for an alleged violation of said ordinance, begun in the Police Court of the City of Indianapolis, wherein said

city was plaintiff and one Jacob L. Bieler was defendant, said ordinance was adjudged by said court to be illegal and void; and afterwards, upon an appeal taken by said city from said judgment to the Marion Circuit Court, the judgment of said Police Court was affirmed, and said Marion Circuit Court did likewise adjudge said ordinance to be illegal and void.

Wherefore, the undersigned does now petition and demand of the Mayor and Common Council of said city and the said City Comptroller that said sum of \$1,000.00, so as aforesaid paid by it, be refunded and repaid to it.

THE AMERICAN BREWING COMPANY,

By its attorney,

June 14, 1901.

DANIEL WAIT HOWE.

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

The undersigned, The Home Brewing Company, hereby represents:

That an ordinance was passed by the Common Council of the City of Indianapolis on September 18, 1900, and approved by the Mayor of said city on September 24, 1900, being General Ordinance No. 33 for the year 1900, entitled:

"G. O. No. 33, 1900. An ordinance concerning the regulation of the business of selling malt liquors in greater quantities than five gallons, and fixing the annual license fee to be paid by persons engaged in such business in the City of Indianapolis and within four miles from the corporate limits thereof; providing a penalty for the violation thereof, and fixing the time when the same shall take effect."

That at the time of the passage and approval of said ordinance the undersigned was engaged in the selling of malt liquors in said city in quantities greater than five gallons, and after the passage of said ordinance the City Comptroller of said city did demand of the undersigned the payment of a license fee of \$1,000.00, as provided for in said ordinance, and he and the officers of said city threatened the undersigned with prosecution and fine, seizure of its property and interference with its business if it should continue to carry on its said business without payment of the license fee so demanded; whereupon the undersigned was compelled to pay and did pay to said City Comptroller, on October 27, 1900, the said sum of \$1,000.00 so demanded, but did make said payment under protest and under compulsion of the threats aforesaid, claiming that said ordinance was illegal and void.

That afterwards in a prosecution for an alleged violation of said ordinance, begun in the Police Court of the City of Indianapolis, wherein said city was plaintiff and one Jacob L. Bieler was defendant, said ordinance was adjudged by said court to be illegal and void; and afterwards, upon an appeal taken by said city from said judgment to the Marion Circuit Court, the judgment of said Police Court was affirmed, and said Marion Circuit Court did likewise adjudge said ordinance to be illegal and void.

Wherefore, the undersigned does now petition and demand of the Mayor and Common Council of said city and the said City Comptroller that said sum of \$1,000.00, so as aforesaid paid by it, be refunded and repaid to it.

THE HOME BREWING COMPANY,

By its attorney,

June 14, 1901.

DANIEL WAIT HOWE.

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

The undersigned, The Indianapolis Brewing Company, hereby represents:

That an ordinance was passed by the Common Council of the City of

Indianapolis on September 18, 1900, and approved by the Mayor of said city on September 24, 1900, being General Ordinance No. 33 for the year 1900, entitled:

"G. O. No. 33, 1900. An ordinance concerning the regulation of the business of selling malt liquors in greater quantities than five gallons, and fixing the annual license fee to be paid by persons engaged in such business in the City of Indianapolis and within four miles from the corporate limits thereof; providing a penalty for the violation thereof, and fixing the time when the same shall take effect."

That at the time of the passage and approval of said ordinance the undersigned was engaged in the selling of malt liquors in said city in quantities greater than five gallons, and after the passage of said ordinance the City Comptroller of said city did demand of the undersigned the payment of a license fee of \$1,000.00, as provided for in said ordinance, and he and the officers of said city threatened the undersigned with prosecution and fine, seizure of its property and interference with its business if it should continue to carry on its said business without payment of the license fee so demanded; whereupon the undersigned was compelled to pay and did pay to said City Comptroller, on November 3, 1900, the said sum of \$1,000.00 so demanded, but did make said payment under protest and under compulsion of the threats aforesaid, claiming that said ordinance was illegal and void.

That afterwards in a prosecution for an alleged violation of said ordinance, begun in the Police Court of the City of Indianapolis, wherein said city was plaintiff and one Jacob L. Bieler was defendant, said ordinance was adjudged by said court to be illegal and void; and afterwards, upon an appeal taken by said city from said judgment to the Marion Circuit Court, the judgment of said Police Court was affirmed, and said Marion Circuit Court did likewise adjudge said ordinance to be illegal and void.

Wherefore, the undersigned does now petition and demand of the Mayor and Common Council of said city and the said City Comptroller that said sum of \$1,000.00, so as aforesaid paid by it, be refunded and repaid to it.

THE INDIANAPOLIS BREWING COMPANY,

By its attorney,

DANIEL WAIT HOWE.

June 14, 1901.

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

The undersigned, The Jung Brewing Company, hereby represents:

That an ordinance was passed by the Common Council of the City of Indianapolis on September 18, 1900, and approved by the Mayor of said city on September 24, 1900, being General Ordinance No. 33 for the year 1900, entitled:

"G. O. No. 33, 1900. An ordinance concerning the regulation of the business of selling malt liquors in greater quantities than five gallons, and fixing the annual license fee to be paid by persons engaged in such business in the City of Indianapolis and within four miles from the corporate limits thereof; providing a penalty for the violation thereof, and fixing the time when the same shall take effect."

That at the time of the passage and approval of said ordinance the undersigned was engaged in the selling of malt liquors in said city in quantities greater than five gallons, and after the passage of said ordinance the City Comptroller of said city did demand of the undersigned the payment of a license fee of \$1,000.00, as provided for in said ordinance, and he and the officers of said city threatened the undersigned with prose-

cution and fine, seizure of its property and interference with its business if it should continue to carry on its said business without payment of the license fee so demanded; whereupon the undersigned was compelled to pay and did pay to said City Comptroller, on October 26, 1900, the said sum of \$1,000.00 so demanded, but did make said payment under protest and under compulsion of the threats aforesaid, claiming that said ordinance was illegal and void.

That afterwards in a prosecution for an alleged violation of said ordinance, begun in the Police Court of the City of Indianapolis, wherein said city was plaintiff and one Jacob L. Bieler was defendant, said ordinance was adjudged by said court to be illegal and void; and afterwards, upon an appeal taken by said city from said judgment to the Marion Circuit Court, the judgment of said Police Court was affirmed, and said Marion Circuit Court did likewise adjudge said ordinance to be illegal and void.

Wherefore, the undersigned does now petition and demand of the Mayor and Common Council of said city and the said City Comptroller that said sum of \$1,000.00, so as aforesaid paid by it, be refunded and repaid to it.

THE JUNG BREWING COMPANY,

By its attorney,

June 14, 1901.

DANIEL WAIT HOWE.

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

The undersigned, The Terre Haute Brewing Company, hereby represents:

That an ordinance was passed by the Common Council of the City of Indianapolis on September 18, 1900, and approved by the Mayor of said city on September 24, 1900, being General Ordinance No. 33 for the year 1900, entitled:

"G. O. No. 33, 1900. An ordinance concerning the regulation of the business of selling malt liquors in greater quantities than five gallons, and fixing the annual license fee to be paid by persons engaged in such business in the City of Indianapolis and within four miles from the corporate limits thereof; providing a penalty for the violation thereof, and fixing the time when the same shall take effect."

That at the time of the passage and approval of said ordinance the undersigned was engaged in the selling of malt liquors in said city in quantities greater than five gallons, and after the passage of said ordinance the City Comptroller of said city did demand of the undersigned the payment of a license fee of \$1,000.00, as provided for in said ordinance, and he and the officers of said city threatened the undersigned with prosecution and fine, seizure of its property and interference with its business if it should continue to carry on its said business without payment of the license fee so demanded; whereupon the undersigned was compelled to pay and did pay to said City Comptroller, on October 30, 1900, the said sum of \$1,000.00 so demanded, but did make said payment under protest and under compulsion of the threats aforesaid, claiming that said ordinance was illegal and void.

That afterwards in a prosecution for an alleged violation of said ordinance, begun in the Police Court of the City of Indianapolis, wherein said city was plaintiff and one Jacob L. Bieler was defendant, said ordinance was adjudged by said court to be illegal and void; and afterwards, upon an appeal taken by said city from said judgment to the Marion Circuit Court, the judgment of said Police Court was affirmed, and said Marion Circuit Court did likewise adjudge said ordinance to be illegal and void.

Wherefore, the undersigned does now petition and demand of the Mayor

and Common Council of said city and the said City Comptroller that said sum of \$1,000.00, so as aforesaid paid by it, be refunded and repaid to it.

THE TERRE HAUTE BREWING COMPANY,

By its attorney,

June 14, 1901.

DANIEL WAIT HOWE.

Mr. Daller moved that the foregoing communications be spread upon the minutes.

Which motion carried.

ORDINANCES ON SECOND READING.

On motion of Mr. Megrew, the following entitled ordinance was taken up, read a second time, ordered engrossed, and then read a third time:

App. O. No. 9, 1901. An ordinance appropriating the sum of twelve hundred dollars (\$1,200) for the use of the Department of Public Health and Charities of the City of Indianapolis, Indiana, and fixing a time when the same shall take effect.

And was passed by the following vote:

AYES—19, viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Horan, Kaiser, Keller, Knight, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly, Spiegel, Wheeler and President Crall.

NOES—None.

Mr. Reilly moved that the Council do now adjourn.

Which motion was lost.

On motion of Mr. Negley the following entitled ordinance was taken up:

G. O. No. 28, 1901. An ordinance fixing the boundaries of the voting precincts of the City of Indianapolis, Indiana, providing for the publication thereof, and fixing a time when the same shall take effect.

Mr. Negley moved that the amendments to G. O. No. 28, 1901, as recommended by the Committee on Elections (see pages 662-3) be adopted.

Which motion prevailed.

On motion of Mr. Negley, G. O. No. 28, 1901, was then ordered engrossed, as amended, read a third time, and passed by the following vote:

AYES—11, viz.: Messrs. Billingsley, Daller, Evans, Kaiser, Keller, Megrew, Munro, Negley, Spiegel, Wheeler and President Crall.

NOES—8, viz.: Messrs. Bernauer, Dickson, Horan, Knight, Moriarity, McGrew, Perrott and Reilly.

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

G. O. No. 26, 1901. An ordinance to prevent the obstruction of travel and traffic on Washington street in the City of Indianapolis, providing penalties for its violation and fixing a time when the same shall take effect.

And, on motion of Mr. Evans, G. O. No. 26, 1901, was stricken from the files, by the following vote:

AYES—16, viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Kaiser, Keller, Knight, Megrew, Munro, McGrew, Negley, Reilly, Spiegel, Wheeler and President Crall.

NOES—3, viz.: Messrs. Horan, Moriarity and Perrott.

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

G. O. No. 31, 1901. An ordinance transferring certain funds heretofore appropriated to and for the use of the Department of Public Parks to a fund to be known as "the purchase of land fund," and fixing the time when the same shall take effect.

Mr. Megrew moved that G. O. No. 31, 1901, be stricken from the files.

Which motion carried.

On motion of Mr. Megrew, the following entitled ordinance was taken up, read a second time, ordered engrossed, and then read a third time:

App. O. No. 10, 1901. An ordinance appropriating the sum of one hundred and one dollars and ninety-two cents (\$101.92) to the use of the Department of Finance during the current fiscal year, and fixing a time when the same shall take effect.

And was passed by the following vote:

AYES—18, viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Horan, Kaiser, Keller, Knight, Megrew, Munro, McGrew, Negley, Perrott, Reilly, Spiegel, Wheeler and President Crall.

NOES—None.

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

G. O. No. 32, 1901. An ordinance requiring the riders of bicycles to use proper care in the management of the same, providing penalties for the violation thereof and fixing a time when the same shall take effect.

Mr. Evans moved that the amendment to G. O. No. 32, 1901, as recommended by the Committee on Public Safety and Comfort, be adopted.

Which motion prevailed.

On motion of Mr. Evans, G. O. No. 32, 1901, was then ordered engrossed, as amended, read a third time, and passed by the following vote:

AYES—15, viz.: Messrs. Bernauer, Daller, Dickson, Evans, Horan, Kaiser, Keller, Knight, Megrew, Munro, McGrew, Negley, Spiegel, Wheeler and President Crall.

NOES—3, viz.: Messrs. Billingsley, Perrott and Reilly.

On motion of Mr. Keller, The Common Council, at 9:45 o'clock P. M., adjourned.

Geo. H. Crall.

President.

ATTEST:

John F. Geske

City Clerk.