

SPECIAL MEETING.

COUNCIL CHAMBER,
CITY OF INDIANAPOLIS,
April 6, 1899. }

The Common Council of the City of Indianapolis met in the Council Chamber, Thursday evening, April 6, 1899, at 8 o'clock, in special session, pursuant to the following call:

INDIANAPOLIS, IND., April 6, 1899.

Charles H. Stuckmeyer, Esq., City Clerk:

Sir—You are hereby notified that there is hereby called a special meeting of the Common Council of the City of Indianapolis, to be held at the Council Chamber in said city on Thursday evening, the 6th day of April, 1899, at 8 o'clock, for the purpose of acting upon the question as to whether a certain contract entered into on the 6th day of April, 1899, by and between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis Street Railway Company, whereby said company is granted the right to construct and operate a street railway system in and upon certain streets, alleys and public places of said city, upon the terms and conditions named therein, for a period of thirty-four years from the date of the approval of such contract by the Common Council, shall be approved by ordinance by the Common Council of the said city.

You will cause notice of such meeting to be served upon each member of the Common Council of said city.

JNO. H. MAHONEY,

President of the Common Council of the City of Indianapolis, Indiana.

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

CHAS. H. STUCKMEYER,
City Clerk.

Present, Hon. John H. Mahoney, President of the Common Council, in the chair, and 20 members, viz.: Messrs. Allen, Bernauer, Bowser, Clark, Colter, Costello, Crall, Harston, Higgins, Knight, Little, Madden, Merrick, Moffett, McGrew, Rauch, Scanlon, Shaffer, Smith and Von Spreckelsen.

Absent—None.

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

Which motion prevailed:

REPORTS FROM OFFICIAL BOARDS.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS, }
OFFICE OF THE BOARD, }
INDIANAPOLIS, IND., April 6, 1899. }

To the President and Members of the Common Council:

Gentlemen—We send you herewith, for your consideration and action thereon, a contract this day made by this Board with the Indianapolis Street Railway Company, granting to said company the privilege and right to operate a street railway system in the City of Indianapolis, upon certain terms and conditions set forth in said contract.

Very respectfully,

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

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

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

Under this order of business, the following ordinance was introduced:

By Board of Public Works:

G. O. No. 16, 1899. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 6th day of April, 1899, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis Street Railway Company, whereby said company is authorized to construct, extend, operate and maintain certain passenger railways 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 6th day of April, 1899, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis Street Railway Company, namely:

This agreement, made and entered into this the 6th day of April, 1899, by and between the City of Indianapolis, of Marion County, Indiana (hereinafter called the city), by and through its Board of Public Works,

party of the first part, and the Indianapolis Street Railway Company (hereinafter called the company), a corporation duly organized and incorporated under and by virtue of the laws of the State of Indiana, party of the second part:

Witnesseth: 1. That the party of the first part, by and through the Board of Public Works aforesaid, under and by virtue of the powers conferred upon it by 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 under and by virtue of certain other powers conferred upon it by another act of the said General Assembly, entitled "An act concerning street railroad companies in cities the population of which exceeds one hundred thousand, repealing all laws in conflict therewith and declaring an emergency," which became a law without the signature of the Governor on the 3d day of March, 1899, 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 conditions herein expressed, authorize and empower the said Indianapolis Street Railway Company, party of the second part, its successors and assigns, and by the terms of this contract consent, permission and authority are by said city given and granted unto said company, party of the second part, from and after the approval and ratification of this contract by an ordinance of the Common Council of said city, and subject to the conditions hereinafter prescribed and expressed, to lay and maintain a single or double track for surface street passenger railway lines, to be operated by electricity or other improved power to be approved by said Board, with all proper and convenient turnouts, switches, side-tracks, feeder lines and poles which may be necessary to the successful operation of a street railway system in, along and upon the streets, alleys, avenues and public places of said city, hereinafter named and described, and to use, maintain and operate the same, and to charge, demand and receive from passengers rates of fare as hereinafter provided for, and in consideration of and subject to the terms, conditions and limitations herein prescribed, and for the period of time hereinafter definitely fixed, which said streets, alleys, avenues and public places upon which said tracks for street railway lines are to be located are as follows, to-wit:

On Washington street, from the east corporation line to the west corporation line.

On North Oriental street, from Washington street to Ohio.

On Ohio street, from a point 300 feet west of North Oriental street to Arsenal avenue.

On North East street, from Washington street to Ohio street; Ohio street, from East street to Noble street; Noble street, from Ohio street to Michigan street; Michigan street, from Noble street to Highland avenue; Highland avenue, from Michigan street west to Michigan street east; Michigan street, from Highland avenue to Keystone avenue.

Massachusetts avenue, from Pennsylvania street to Tenth street; Tenth street, from Massachusetts avenue to east Keystone avenue.

Cornell avenue, from Massachusetts avenue to Thirteenth street; Thirteenth street, from Cornell avenue to Columbia avenue; Columbia avenue, from Thirteenth street to Sixteenth street; Sixteenth street, from Columbia avenue to Martindale avenue; Martindale avenue, from Sixteenth street to Nineteenth street.

On Hill avenue, from Columbia avenue to Hillside avenue; Hillside avenue to Valley avenue; Valley avenue, from Hillside to Beech street; Beech street, from Valley avenue to Lawrence street; Lawrence street,

from Beech street to Rural street; Rural street, from Lawrence street to Boyd avenue; Boyd avenue and Glenn Drive, from Rural street to Gale street; Gale street, from Boyd avenue to Twenty-fifth street; Twenty-fifth street, from Gale street to Brightwood avenue.

On Bellefontaine street, from Massachusetts avenue to Thirteenth street; Thirteenth street, from Bellefontaine street to Cornell avenue.

On College avenue, from Massachusetts avenue to Twenty-seventh street; Twenty-seventh street for terminal.

On Twenty-fourth street, from College avenue to Central avenue.

On Fort Wayne avenue, from Alabama street to Central avenue; Central avenue, from Fort Wayne avenue to north corporation line.

Market street, from Pennsylvania street to Alabama street; Alabama street, from Market street to Nineteenth street; nineteenth street for terminals.

Delaware street, from Virginia avenue to Massachusetts avenue.

Pennsylvania street, from Georgia street to Sixteenth street; Sixteenth street, from Pennsylvania street to Talbott avenue; Talbott avenue, from Sixteenth street to Twenty-second street; thence east on Twenty-second street to Talbott avenue.

On Maryland street, from Virginia avenue to Kentucky avenue.

Georgia street, from Pennsylvania street to Illinois street.

Meridian street, from Washington street to Union tracks.

On Illinois street, from Russell avenue to Sixteenth street; Sixteenth street, from Illinois street south to Illinois street north; Illinois street north, from Sixteenth street to Thirty-fourth street.

On McLean Place, from Illinois street to Capitol avenue.

Market street, from Illinois street to Capitol avenue; Capitol avenue, from Market street to Ohio street; Ohio street, from Capitol avenue to Senate avenue; Senate avenue, from Ohio street to Twenty-first street; Twenty-first street, from Senate avenue to Michigan road (Northwestern avenue); Michigan road (Northwestern avenue), from Twenty-first street to north corporation line, and Clifton street, from north corporation line to Twenty-seventh street; Twenty-seventh street, from Clifton street to Michigan road (Northwestern avenue).

On Twenty-first street, from Illinois street to Senate avenue.

On Thirty-fourth street, from Central avenue to Senate avenue; Senate avenue, from Thirty-fourth street to Thirty-eighth street; Thirty-eighth street to Michigan road (Northwestern avenue).

On Indiana avenue, from Illinois street to West street; West street, from Indiana avenue to Fourteenth street.

On West street, from Washington street to New York street; New York street, from West street to Blake street; Blake street, from New York street to Indiana avenue; Indiana avenue, from Blake street to Locke street; on Locke street, from Indiana avenue to Walnut street; Walnut street, from Locke street to Blake street.

Michigan street, from Blake street to west corporation line.

On Kentucky avenue, from Washington street to River street; on River street, from Kentucky avenue to Oliver avenue; on Oliver avenue, from River street to Warren street; Warren street, from Oliver avenue to West Ray street; Ray street, from Warren street to Klondyke avenue; Klondyke avenue, from Ray street to Morris street; Morris street, from Klondyke avenue to Reisner street; Reisner street, from Morris street to Howard street; Howard street, from Reisner street to McLain street.

Louisiana street, from Illinois street to Capitol avenue, with terminals on Capitol avenue.

On West street, from South street to Morris street; Morris street, from West street to Kentucky avenue; Kentucky avenue, from Morris street to Belt railroad and stockyards.

On South street, from Kentucky avenue to Delaware street; Delaware street, from South street to Madison avenue; Madison avenue, from Delaware street to Lincoln street; Lincoln street, from Madison avenue to East street; East street, from Lincoln street to Raymond street; Raymond street, from East street to Singleton street.

On Russell avenue, from Illinois street to Meridian street; Meridian street, from McCarty street to Pleasant run; on Adler street, from Meridian street to Union street; Union street, from Adler street to McCarty street; McCarty street, from Union street to Meridian street.

South East street, from Virginia avenue to Morris street.

On Virginia avenue, from Washington street to Prospect street; Prospect street, from Virginia avenue to east corporation line.

On Shelby street, from Virginia avenue to Beecher street, with terminal on Beecher street.

On South street, from Virginia avenue to Fletcher avenue; Fletcher avenue, from South street to Pine street; Pine street, from Fletcher avenue to English avenue; English avenue, from Pine street to a point 300 feet west of State avenue.

The streets, avenues and other public places herein named are intended to be streets, avenues and public places heretofore and now popularly known by the names herein mentioned, whether such names are in fact the legal designations of such streets, avenues and public places or not.

The routes and lines of street railway so located as aforesaid may be connected with suitable curves and switches, and feed-wire lines may be erected along said routes or elsewhere, subject in every case to the approval of the said Board of Public Works.

2. The said party of the second part shall not have the right to build or operate any line or part of a line of street railway upon any of the streets, avenues, alleys or public places of the said city except such as are specifically named herein, until permission and authority so to do has been granted by the Common Council of said city, which permission and authority to be effective must be granted by ordinance or resolution, which shall be spread at length either upon the records of said Council or recorded in the books generally used for keeping records of ordinances and resolutions; and none of such lines of street railway now or hereafter constructed on any of the streets, alleys, avenues or public places aforesaid shall ever be extended or prolonged in the same general direction or otherwise, on or along any such street, alley, avenue or public place, or any extension thereof which may be hereafter made, without the permission and authority of the said Common Council, granted in the manner and form as aforesaid; and all future extensions, new routes or lines laid, maintained or operated shall be upon the terms and conditions, and subject to the obligations and provisions of this contract here prescribed, as to the time and construction and operation and police control, as to routes and lines herein specifically designated, and said terms, conditions, provisions, restrictions and obligations shall apply to all and singular the routes or lines of street railway of the said company, party of the second part, now or hereafter laid, maintained or operated beyond the corporate limits of said city which have been or may from time to time hereafter be brought within such corporate limits by annexation or otherwise, as and when the city limits are extended to embrace such lines, and the right to maintain or operate within such city any such new lines, extensions or annexed lines shall expire absolutely, as herein provided as to existing routes and lines hereinbefore specifically designated—it being distinctly agreed by and between said parties, that at the expiration of the term for which this franchise is granted, the right of the said company, party of the second part, its successors or assigns, to operate a street railway system upon any line or lines within the boun-

boundaries of said city, as such boundaries shall then exist, shall absolutely cease.

3. The operation and use of any line or part of a line of street railway which is now or may hereafter be constructed may be discontinued by the said company, party of the second part, only upon the consent and authority of the Board of Public Works of said city having been first obtained, which consent and authority shall be entered at length upon the records of said Board: Provided, That in case of such discontinuation, the said company shall restore the street to good condition, improving the said part so vacated with the same material with which the remainder of such street is improved.

4. In consideration of the rights and privileges herein and hereby granted to the said company, party of the second part, its successors and assigns, upon the conditions herein fixed and expressed, the said Indianapolis Street Railway Company agrees and binds itself, its successors and assigns, to the following terms and conditions, to-wit:

A. The said company, party of the second part, as a part of the consideration for the grant herein made, agrees to and does hereby surrender absolutely to the City of Indianapolis all franchises and rights to the use and occupancy of the streets, alleys, avenues and public places of such city owned, held or claimed by said company, within the corporate limits of such city, or which the said company has heretofore owned, held or claimed, or in which said company has heretofore claimed or now claims any interest.

And Whereas, The Citizens' Street Railroad Company, a corporation heretofore incorporated under and in pursuance to the laws of Indiana, claims to hold and own a franchise from the City of Indianapolis to occupy and use the streets, alleys, avenues and public places in such city for the maintenance of a street railway system therein, and also claims the right to use and occupy said streets, alleys, avenues and public places by reason of the rights conferred upon it by the statutes of Indiana under which it was incorporated, which franchise and the right to so use and occupy such streets, alleys, avenues and public places it sometimes claims to be in perpetuity, and sometimes claims that such franchise and rights extend to a period in the future beyond the 18th day of January, 1901, which claim the said city concedes to be valid under the terms of a contract heretofore made between said Citizens' Street Railroad Company and the said city until the date last aforesaid, unless such franchise rights be sooner surrendered; and

Whereas, The said Citizens' Street Railroad Company holds and owns certain grants and franchises from the Board of Commissioners of Marion County, Indiana, authorizing and empowering it to operate and maintain its street railroad on divers highways and bridges in said county, which have, since the date of said grants and franchises, become streets of the said city because of the extension of the said city's boundary lines so as to include the same; and

Whereas, The said Citizens' Street Railroad Company also holds and owns certain other grants and franchises from the Boards of Trustees of the towns of West Indianapolis, Haughville, Mount Jackson and Brightwood and the Common Council of the City of West Indianapolis, authorizing and empowering said last-named company, its successors and assigns, to construct, maintain and operate its street railway lines and system upon the streets, alleys, avenues and public places of the said towns and the said city, all of which said towns and the said City of West Indianapolis have, since the date of said grants, become parts of the City of Indianapolis by annexation, which said grants and franchises are claimed by said Citizens' Street Railroad Company to extend many years in the future and some of them in perpetuity; and

Whereas, The City Railway Company, another corporation also incorporated under and in pursuance to the laws of Indiana providing for the incorporation of street railroad companies, also claims to hold and own a grant and franchise from said City of Indianapolis to construct, maintain and operate street railway lines and a street railroad system on certain streets of said city for a period of thirty years, beginning as to certain of said streets on the 24th day of April, 1893, and as to certain other of said streets on the 18th day of January, 1901;

Now the said Indianapolis Street Railway Company, party of the second part, undertakes and agrees that it will, within sixty days from the date of the passage of an ordinance by the Common Council of said city approving and ratifying this contract, procure an absolute surrender to said city, or cause the absolute surrender by the Citizens' Street Railroad Company and the City Railway Company to the City of Indianapolis of all rights had, held or claimed by either and both of said companies in or to any of the streets, alleys, avenues or public places of or in said city, and to cause to be absolutely surrendered all such franchises or franchise rights in or to or concerning or in any wise appertaining to any street, alley, avenue or public place now in the City of Indianapolis, or which by annexation may hereafter become a part of such city, such surrender to take effect as to such streets, alleys, avenues or public places, not now a part of said city, as and when they become a part of said city, whether such franchises or franchise rights be held or claimed under and in pursuance of any of the grants or contracts hereinbefore referred to, or by reason of any statute or other enactment or otherwise: Provided, That to said period of sixty days shall be added the time, if any, during which such surrender is prevented or delayed by injunction or other legal proceedings prosecuted without collusion and diligently and in good faith defended.

And the said company, party of the second part, also agrees and undertakes that it will within the said period of sixty days procure and cause the Sugar Flat Gravel Road Company to surrender to the Board of Commissioners of Marion County, Indiana, the right and franchise of said Gravel Road Company to maintain a turnpike or gravel road upon that highway in said county which leads north from the northern terminus of Central avenue in said city, and is a continuation of such avenue.

It is distinctly understood and agreed by and between the parties hereto, that unless all and singular the rights and franchises had, held or claimed by either the Citizens' Street Railroad Company or the City Railway Company in or to the use or occupancy of any and all the streets, avenues, alleys and public places in said city are surrendered to said city, and the streets, alleys, avenues and public places of said city are entirely freed from any and all such claims of both said companies within said period, then this contract shall be void, and all rights granted herein to the said party of the second part shall be without force and be forfeited without any process of law, and the situation of the respective parties hereto shall be the same as if this contract had not been entered into, and as if the said ratifying and approving ordinance had not been passed, and the party of the second part shall have no further right to use or occupy any part of any street, alley, avenue or public place in said city for street railway purposes or for any purpose; and the said city, by and through its Department of Public Safety, may, on the order of the Mayor, without any process of law, forcibly expel the said party of the second part and its agents, officers and servants, and remove its cars and other appliances from all said streets, alleys, avenues and public places in said city, and the said Board of Public Works may, on behalf of said city, enter into a new contract with and grant a new franchise for the

use and occupancy of any and all the streets of said city to any other corporation, granting to such other corporation all the rights and privileges herein granted provisionally as aforesaid, subject to the provisions and limitations of the statutes hereinbefore referred to: Provided, That the surrender of the franchises and rights of the said Citizens' Street Railroad Company and the City Railway Company to the said city, and the acceptance of such surrender by said city, shall not impair the rights of creditors, or the liens or incumbrances held by the same, or in any wise violate any of the provisions of Section 7 of the act hereinbefore referred to, entitled "An act concerning street railroad companies in cities the population of which exceeds one hundred thousand."

The right hereby granted to the said company, party of the second part, to maintain and operate its street railway lines or any part thereof in said city shall continue for a period of thirty-four (34) years from the taking effect of this contract, and all terms, conditions and covenants of this contract shall be binding and conclusive for that period on both the parties hereto, but all such rights, conditions and covenants are hereby expressly limited to said period of thirty-four (34) years, which period shall begin on the taking effect of this contract and end thirty-four (34) years therefrom.

This limitation of time is agreed to be one of the chief considerations for the grant hereby made, and the said party of the second part, recognizing and conceding that such limitation of time as herein expressed is one of the essential and governing conditions of this contract, does hereby bind itself, its successors and assigns, that at the expiration of said period it will peaceably yield possession of every part of every street, alley, avenue and public place in said city then occupied by any of its lines of street railway, and cease the operation of its said street railway plant or system and every part thereof, and from thenceforward will make no claim of any kind to exercise any right whatever under the grant herein made, or under any charter or corporate right, and any rights which might be claimed by said company, party of the second part, or its successors or assigns, to hold beyond said period of time, under the statute under which it was incorporated, or under any other enactment prior to this date, or which might have been derived from any other source, are herein and hereby expressly waived.

And the said company, party of the second part, agrees and binds itself, its successors and assigns, that it will not execute any mortgage or mortgages, or create any other liens to secure any bonds or other evidences of indebtedness which shall mature after the period above fixed at which the franchise herein granted shall expire, and if at any time during the existence of this contract any such mortgage is executed, or any such lien is created, then all the rights of the said party of the second part herein conferred shall cease and determine, and said party shall at once yield peaceable possession of all parts of every street, alley, avenue or public place occupied by any part of its said street railway system.

B. It is also agreed by and between the said parties, that during the period for which this franchise is granted the said company, party of the second part, may charge and shall be entitled to receive the following rates of fare, and no more: For each passenger over the age of five years who shall pay cash fare, the sum of five cents, which cash payment shall entitle such passenger to ride to the end of the line on which he has taken passage, or, at the option of the passenger, he may demand and receive from the conductor of the car upon which he first took passage a transfer ticket without additional charge, which fare and transfer ticket shall entitle such passenger to ride upon said car upon which he has taken passage to the point where said line first intersects

with the line to which such passenger desires to be transferred, which shall be plainly indicated on said transfer ticket, and after arriving at said point of intersection such passenger may take passage on any car on the line indicated on his said transfer ticket, and on the surrender thereof to the conductor of such car shall be permitted to ride to the end of the last-named line: Provided, That any such passenger holding such transfer ticket must take passage on the line indicated thereon within the distance of one square from the point of intersection aforesaid, upon the first car leaving such point after he has left the car on the line on which he first took passage; and Provided, further, That if the cars on the line upon which such passenger first takes passage and those of the line to which he is transferred run upon the same track from the point of their intersection for a distance to a point where such lines diverge, then any such passenger holding any such transfer ticket may ride on the first-named line either to the point of intersection as aforesaid, or, at his option, may proceed on said car to the said point of divergence between said lines, where he may effect the transfer, under the restrictions and regulations aforesaid.

Every passenger car run and operated by said company, party of the second part, on any of its said lines shall be provided with a conductor, who shall collect fares and attend to the convenience and comfort of the passengers upon such car. Each of such conductors shall constantly have in his possession an ample and adequate supply of tickets, to be sold and delivered to all passengers desiring the same, and said company may charge and shall be entitled to receive for the same during the period for which this franchise is granted the following rates, and no more: For six (6) of such tickets, twenty-five cents (\$.25); for twenty-five (25) of such tickets, one dollar (\$1.00).

Any one of such tickets delivered or tendered by any person to the conductor of any such car shall entitle the person so delivering or tendering the same to ride the same distance, and to the same privileges of transfer, and to all other privileges as though such person had paid to any such conductor the cash fare of five cents as aforesaid.

If any passenger on any of such cars shall desire to purchase tickets from the conductor thereof, and shall tender the sum of twenty-five cents for six tickets, or one dollar for twenty-five tickets, and such conductor, by reason of not having such tickets in his possession, or for any other reason, shall fail to deliver such tickets on such demand or request therefor, then such passenger shall not be compelled to pay a cash fare, but shall on demand be carried without charge to his destination, with right of transfer: Provided, That if, before he arrives at his final destination, any conductor shall tender said passenger the tickets first demanded by him at the rate herein prescribed, he shall be compelled either to purchase said tickets and surrender one of the same to said conductor for his passage, or pay a cash fare therefor.

5. It is agreed by and between said parties that the Board of Public Works of said city shall have the power at all times to fix and provide such reasonable rules and regulations for the transfer of passengers on the lines of said company within such city as are necessary to insure the comfort and convenience of the public.

6. It is also agreed by and between the parties hereto, that the cars to be run and operated by the said company, party of the second part, shall be propelled by electric power only, provided that the party of the first part hereby reserves to its Board of Public Works and Common Council the right to require by order and ordinance that such methods of propulsion shall at any time be introduced as will at all times during said entire period insure to the citizens of said city first-class and efficient street railway service, it being the intention of the parties hereto, and it

is so agreed, that if by reason of inventions and discoveries during the period covered by this franchise some other motive power superior to electric power shall come into use, and be adopted generally in other cities of substantially the same size of the City of Indianapolis, that such improved motive power shall, upon the order and direction of the Board of Public Works and Common Council of said city, expressed in an order and ordinance duly passed and recorded, be adopted by the said company, party of the second part, and used by it in the propulsion of its cars in said city, to the end that the street car service of said city may always throughout said period be first-class and efficient as aforesaid.

The electric system used in such propulsion shall be the overhead system now in use in said city, unless some other system shall be mutually agreed upon, or shall be required to be introduced as hereinbefore provided. The entire system used by said party of the second part, and all the devices, means and apparatus used in the supply, application and use of the propelling power in all respects which shall in any manner affect or endanger the safety of the public, shall at all times be kept open to the inspection of and under the supervision of the Department of Public Safety of said city. When and as often as may be required by said Department of Public Safety, the said party of the second part shall furnish to said Department a statement showing the amount of electro-motive force used and the strength of current conveyed or used upon its wires; and said Department shall at all times have the right to inspect and test the same, and order and require any such changes therein as may be necessary to insure as far as possible the safety of the public or prevent damage to any property; and the same powers are reserved to the said Department of Public Safety in case, during the period of this grant, other and improved motive power shall be introduced as hereinbefore provided.

7. The said company, party of the second part, shall pave the space between all rails, including the space between its tracks where there are double tracks, switches or side-tracks, and for a distance of eighteen (18) inches on the outside of the outside rails of its tracks, and shall make all necessary repairs in said space, under specifications both as to material and manner as may be provided by the Board of Public Works, and shall repave the same when necessary and ordered by the said Board, and keep the same in repair, said paving and repairing to be done under specifications, both as to material and manner, as may be provided by the said Board, and under the supervision of the City Engineer of said city; and said company shall also keep in repair that part of the floors of all bridges or culverts crossed by any of its tracks which is situate between the outer rails of said tracks and for a distance of eighteen (18) inches on the outer side of such outer rails, and also the space between the tracks where there are double tracks; and in case of failure on the part of said company to make any such improvement or repairs as aforesaid, either to streets, avenues or alleys or bridges as herein provided, upon reasonable notice by said Board, then the said Board of Public Works shall have the right to proceed to make any such improvement or repairs, and the cost of making the same shall be paid by said company to the city on demand, and the collection thereof enforced as any other valid debt.

And it is also agreed by and between said parties, that the party of the second part shall at all times during the period of this franchise keep on deposit in the city treasury, to the credit of the said Board of Public Works, the sum of one thousand dollars (\$1,000), to be designated as an Emergency Fund. Whenever, in the opinion of said Board of Public Works, an emergency arises for the immediate repair of any dangerous defect found to exist in that part of any street, alley, avenue or public place required by this contract to be kept in repair by said company, and

the said company has failed on notice to immediately repair the same, the said Board shall cause said repair to be made at once, and if said company shall not promptly pay the bill for the cost of such repairs, when made out and presented at the office of the said company in said city, then said Board may draw the amount of such bill from said emergency fund, which fund shall be reimbursed by said company without any delay and kept up to said amount of one thousand dollars as aforesaid.

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

8. In any case where the tracks, side-tracks, switches or turn-outs of any street railway line or lines of the said company, party of the second part, are situated on any street, alley, avenue or public place in said city, and the said Board of Public Works shall by resolution order the improvement of that part of any such street, avenue, alley or public place not lying between the outside rails of any such tracks, side-tracks, switches or turn-outs, nor within eighteen inches on either side of such outer rails, and shall let a contract for the improvement of any such part of any such street, avenue, alley or public place, then the said company agrees and binds itself, its successors and assigns, that it will, on the request of said Board of Public Works, proceed to improve that part of such street, avenue, alley or public place that is situated between the outer rails of such outside tracks and the space between tracks where there are double tracks, side-tracks, switches and turn-outs, and within eighteen inches of said outer rails of such outer tracks, in the same manner and with the same material and under the same specifications that the improvement of the other part of such street, avenue, alley or public place is being made, by the contractor to whom such contract has been awarded. That it will proceed with such improvement under the direction of the Board of Public Works and City Civil Engineer, with the same diligence that is shown by the said contractor, so that the said improvement to be so made by the said company shall be completed when the improvement of the other part of such street, avenue, alley or public place shall have been completed by any such contractor: Provided, That by agreement between said Board of Public Works and the said company, the said improvement to be made by said company may be constructed of other approved material under the order and supervision of said Board.

If, in any such case, the said improvement to be made by said company of the part of any such street, avenue, alley or public place aforesaid shall not be completed in accordance with the orders and specifications of said Board within twenty (20) days after the completion of the improvement of the other part of such street, avenue, alley or public place made by such contractor, then the said Board of Public Works may cause the unfinished part of said improvement to be finished in accordance with the specifications for such improvement theretofore made, and the said company, party of the second part, agrees and binds itself to pay to said city the full amount of the cost of such improvement, together with all costs of advertising and all other expenses growing out of its failure to complete such improvement within the time aforesaid.

9. It is also agreed by and between the parties hereto, that at all times during the period of the franchise hereby granted, the said city, through its Board of Public Works, may require such reasonable extensions of the several lines of street railway of the party of the second part, or the construction of all such new lines as may be necessary for the efficient operation of such railway and for the convenience of the public.

It is further agreed by and between the parties hereto, that upon the taking effect of this contract, and the order of the said Board of Public Works directing the same, the said company will at once begin the construction and extension of a new street railway line to each of the following-named parks of said city, to-wit: Riverside Park, Brookside Park, and Garfield Park, and will proceed with the work of constructing said lines as rapidly as possible until the same are completed; said lines to be constructed over such streets and route as said Board shall designate, and to such point along or in such parks as said Board shall deem necessary for the accommodation of persons visiting such parks.

Whenever it shall appear to the said Board of Public Works, either from the petition of persons residing in any part of said city, or otherwise, that the public interests demand the extension of any line of street railway already in operation, or the construction of a new line in and upon any streets, alleys, avenues or public places of said city, the said Board of Public Works shall cause written notice to be given to the President, Secretary, General Manager or Superintendent of the said company, requiring said company, by its representatives, to appear before said Board on a day certain to be named in said notice not less than five days after the service of such notice, and show cause why the proposed extension should not be made or such proposed new line should not be constructed. The said notice shall contain a description of the streets, alleys, avenues or public places on or through which said extension or new line is proposed to be made or constructed. On the day and at the time named in such notice, said Board of Public Works shall give to the said company, party of the second part, if its representatives so desire, a full hearing on the question as to whether such proposed extension or the construction of such new line is necessary, either for the efficient operation of such railway or for the convenience of the public, and may be reasonably required. If the said company, party of the second part, shall not appear before said Board at the time named in the said notice, such Board may act upon such evidence or information as it may have from any source.

If after hearing the representatives of said company at the time named in such notice, if any of such representatives appear, or if they do not appear, after advising itself from any other sources of information, it should appear to the said Board that the best interests of the public require such extension to be made or such new line to be constructed, and that the same be reasonably required, it shall make an order requiring any such extension to be made or any such new line to be constructed, and in such order shall fix the time within which the said extension shall be made or such new line shall be constructed, which period of time so fixed shall in all cases be of sufficient length that the said company, party of the second part, by the exercise of reasonable diligence, may be able to make such extension or construct said new line within such time. The said Board shall cause written notice of any such order to be given to the said company, and if the said company shall fail or refuse to make such extension or construct such new line within the time fixed by said order, it shall forfeit to said city the sum of fifty dollars (\$50.00) for each day that the completion of such extension or new line is delayed beyond said period.

10. It is hereby distinctly agreed and understood by and between the parties hereto, that the City of Indianapolis, through its Board of Public Works, reserves the right at all times during the period of the franchise hereby granted to exercise such reasonable control over such company, party of the second part, and the operation, maintenance and construction of its lines as will secure efficient and first-class service, and nothing contained in this contract shall be so construed as to abridge or restrict said right so reserved.

11. The said party of the second part agrees and binds itself, its successors and assigns, to operate all its various lines of street railway in said city during the entire period for which this franchise is granted in such manner as to render to the public at all times first-class and efficient service; that its motive power 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 the 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 re-decorated 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 with a sufficient number of electric bells, connections and buttons or knobs so that passengers may, without inconvenience, by the use thereof notify the conductor having charge of any such car of their desire to leave the same at the proper crossing; that each of such cars shall have thereon the name of the line or point of destination in letters of such size as shall be prescribed by the said Board of Public Works, so that the same may be readily discerned and read by persons of ordinary eyesight, and that at night each of such cars shall have displayed on the front end thereof the name of the line to which it belongs or its point of destination, which name or point shall be so illuminated or displayed, as shall be prescribed by said Board of Public Works, that it shall be readily and easily seen and read by persons of ordinary eyesight; that the tracks of said lines 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 said 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.

It is also agreed by and between the parties hereto, that the said company, party of the second part, shall at all times during the period of this grant, run and operate upon and over each of its said lines a sufficient number of first-class and commodious passenger cars to accommodate the public.

The intervals between the running of cars on the several lines aforesaid shall be so arranged and changed from time to time as may be necessary to accommodate public travel thereon. The Board of Public Works of said city shall at all times have the right, by appropriate order, to prescribe such reasonable regulations as will insure compliance with this provision.

In case the said company, party of the second part, should fail to comply with any of the foregoing agreements and stipulations concerning the 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, rails or roadbed, or any other stipulation contained herein concerning the operation, maintenance or construction of its lines of street railway, 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, 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 in a suit on the bond hereinafter required to be given by said company, or otherwise, as said Board of Public Works may elect: Provided, That nothing contained herein shall be construed as an attempt to in any wise abridge or restrict the power of the Common Council of said city to enact reasonable ordinances providing for the safety, comfort and convenience of the public traveling on lines of street railway in said city, also providing reasonable penalties for the violation thereof.

12. In further consideration of the grant hereby and herein made, and in part payment therefor, the said company, party of the second part, agrees and binds itself, its successors and assigns, to pay to the said city, party of the first part, the sum of one million one hundred and sixty thousand dollars (\$1,160,000.00) in the lawful money of the United States, which moneys shall be paid into the treasury of said city at the times hereinafter designated, and shall be expended for public park purposes, under the direction of the Department of Public Parks of said city.

Said sum of money shall be paid as follows: Thirty thousand dollars (\$30,000.00) on or before the 1st day of May, 1899, and the sum of thirty thousand dollars (\$30,000.00) on or before the 1st day of May of each year thereafter, during the first twenty-seven (27) years of the existence of the franchise hereby granted, and the sum of fifty thousand dollars (\$50,000.00) on or before the 1st day of May of each year thereafter during the remaining seven (7) years of the existence of the said franchise.

If the said company, party of the second part, should fail or refuse to pay any installment of said amount within thirty (30) days after the same shall become due as above stipulated, then, and in that event, all the rights of said company herein granted shall cease, and it shall peaceably yield possession of all the streets, avenues, alleys and public places of said city and every part thereof, and make no further claim to occupy any part of the same, and in case of such default in the payment of any one of such installments, then the whole amount of said sum of one million one hundred and sixty thousand dollars (\$1,160,000.00) which may be then unpaid shall become due and payable.

The payment of such installment shall be in lieu of all license and special taxation hereafter imposed, but shall not affect the liability of said company to general taxation.

13. It is agreed by and between the parties hereto, that one of the principal considerations of this grant is the promise, agreement and undertaking of the party of the second part to furnish at all times to the citizens of the said City of Indianapolis efficient and adequate street railway service.

The said company, party of the second part, therefore agrees and binds itself, its successors and assigns, that it will, as rapidly as the requirements of the plant and service demand, expend not less than one million dollars (\$1,000,000.00) and as much more as shall be needed for an adequate and efficient service, in buildings, equipment and machinery, in the purchase of new passenger cars and appliances therefor, and new rails of approved size and weight, and for other necessary materials and for the necessary labor.

14. And the said company, party of the second part, further agrees and binds itself, its successors and assigns, that as an additional consideration for the grant herein made, it will lease to the City of Indianapolis its property known as the Shelby street barn, with the real estate upon which the same is situated, for the nominal rental of one dollar for the period covered by this grant and franchise. That it will, under the direc-

tion of the Board of Public Works, repair and so remodel said building, at an expense of not to exceed three thousand dollars (\$3,000), that the same can be conveniently used by said city, and that it will also, at or before the expiration of said period, convey the fee simple title of said real estate, with the buildings and appurtenances thereon situated, to the city free from all liens and encumbrances.

15. The said party of the second part hereby agrees and binds itself to keep and hold said city free and harmless from liability for any and all damages that may accrue to any person or persons on account of injury or damage to either person or property, growing out of the construction, improvement, maintenance and operation of the said company's cars and railway system under this contract, and in case suit shall be filed against said city, either independently or jointly with said company, on account thereof, said company, upon notice to it by said city, will defend said city against said action, and in the event of a judgment being obtained against said city, either independently or jointly with said company, on account of the acts of said company aforesaid, the said company will pay said judgment with all costs and hold the city harmless therefrom.

And it is further agreed, that as to all judgments and liabilities incurred by said city, party of the first part, to third persons and for indemnity against which said city would have had right of action for, against, or recourse upon the Citizens' Street Railroad Company under any contracts or grants, the surrender of which is herein provided, the right to such indemnity shall not be deemed waived by anything contained herein, but the said party of the second part shall be liable therefor to said city, by substitution for the said Citizens' Street Railroad Company, as fully as though such liability had accrued against said party of the second part in the first instance.

16. All poles, wires and fixtures used in and about said street railway plant and system shall be so placed and maintained by said party of the second part as not to interfere with the reasonable and proper use of the streets, avenues, alleys and public places in said city, and shall be subject to the approval of the Board of Public Works. The location of poles, wires and fixtures as now maintained by the street railway companies now operating lines in said city may be changed under the provisions of this contract by reasonable orders of the Board of Public Works, as herein provided, or may be changed by said company with the approval of said Board and under its supervision and that of the City Civil Engineer.

The tracks of said company, party of the second part, shall not be elevated above the surface of the streets, alleys, avenues or public places of said city, and the same shall be laid and maintained so as to conform to the established grades of such streets, alleys, avenues or public places as they shall from time to time exist; and in such manner as to be no unnecessary impediment to the ordinary use of such public thoroughfares, and the passage of wagons, carriages and other vehicles upon, along or across said tracks at any point, and in any and all directions; with suitable bridges at all gutters so as to permit the free and uninterrupted flow of water in and along said gutters.

All tracks and rails shall conform to the grade of the streets as now established, or as may hereafter be established by the said city, and subject at all times to be taken up and relaid by the party of the second part at its expense whenever necessary for the purpose of regrading or paving or repairing said streets, constructing sewers, laying or repairing of water or gas pipes, or any other public improvements. In case said rails or tracks shall not conform to the grade of the street as above provided, and the Board of Public Works shall notify the said company,

party of the second part, thereof, and the said company, party of the second part, shall fail to do the necessary work of making such tracks and rails conform to any such grade within thirty (30) days from the time of receiving said notice, then the Board of Public Works shall have the right to enter upon said tracks and make said repair or improvement, and charge the cost thereof to said party of the second part; and in case the said company, party of the second part, fails to pay said expense within thirty (30) days after the said Board shall render a bill therefor, then the said city shall have a right of action to recover such amount against the said party of the second part, and the said company shall be liable upon its bond, which is hereinafter provided for, for any such amount. And in case of such failure to pay any such bill, and suit is brought to recover the same, either on said bond or otherwise, then the said city shall be entitled to recover, in addition to the amount of the cost of said repair and improvement, reasonable attorney's fees:

Provided, however, That such notice shall not be given at times of year unsuitable for the doing of the work required, unless the condition of such tracks is such as to endanger the safety of passengers.

Provided, further, That in all cases where the tracks, poles, or other structures of the second party which are required to be taken up and relaid to enable water or gas pipes, conduits or other apparatus of any person, company or corporation other than the first party, to be relaid or repaired, were laid or constructed before those of such person, company or corporation, the entire expense of taking up and relaying the tracks, poles and other structures of the party of the second part shall be borne by such other persons, company or corporation. All tracks maintained by the second party shall be of uniform gauge. In case of single track, the same shall be laid in the center of the street in all cases where it is practicable to so lay the same, and in all cases where a double track is laid or maintained, the track shall be so laid and maintained as will make the center point between the two tracks the center of the street in all cases where it is practicable; and said tracks shall not be laid or maintained within twelve feet of the sidewalk upon any street in any case where it is practicable to avoid it, and no double track, side-track, switches or turn-outs (excepting cases where turn-outs are used to connect tracks laid along and upon alleys with tracks laid along and upon streets) shall be laid or maintained upon any street or alley less than thirty feet in width, without special permission from the Board of Public Works: Provided, however, That if said second party shall have its depots, stations, power-houses or air-houses located on any lot fronting any such thirty foot or less street or alley, it shall have the privilege of laying and maintaining turn-outs and tracks leading from such street or alley into such depots, stations, power and air-houses.

17. Should it be necessary in the prosecution of any public work to temporarily stop the operation of cars, it may be done by order of the Board of Public Works, and in such case the party of the first part shall be held free from all claims for damages by reason of delay to the business or traffic of said party of the second part. But said party of the second part shall be required to operate its lines of street railway continuously during the period of the existence of the franchise hereby granted, unless prevented from so doing by act of God, accidents or other causes not reasonably preventable.

In times of danger from fire or other cause, the Chief Engineer of the Fire Department, or any member of the Board of Public Safety, may order any wire or wires belonging to said party of the second part cut and the electric current stopped until such danger is passed. The cars belonging to said party of the second part shall not at any time be allowed to run over any unprotected hose belonging to the fire force of said

city of the first part. The emergency wagons of the party of the second part may be run upon the streets of said city at such speed as may be necessary, warning of their approach being given by the ringing of bells or sounding of gongs thereon.

18. No rights heretofore vested in any gas, water, light or other corporation, under contract with the city, and which are prior to rights acquired by the party of the second part, as they existed before and at the time of the taking effect of this agreement, are to be impaired or in any way affected by anything herein contained, but the rights and privileges hereby granted are subject thereto as to the construction and operation of lines on streets and parts of streets where such construction was originally made after the rights and privileges of such other corporation were granted and acted upon; and subject also to any future grants to any corporation to open the streets and public places of the city for necessary purposes, such rights to be exercised under the permission and direction of the Board of Public Works, and with no unnecessary inconvenience to the second party, and any expense occasioned thereby to the second party to be paid by such corporation.

19. And the said party of the second part also agrees and binds itself, its successors and assigns, that it will permit the use of its track or tracks by any incorporated suburban or interurban railroad company authorized by the said act of March 3, 1899, from the corporate limits, or from the nearest connecting point within the corporate limits of said City of Indianapolis to some central point in such city for the purpose of discharging and receiving passengers, with the right of such company to run its cars thereon to some loop and return thereon out of said city whenever such use has been permitted by the Board of Public Works and Common Council of said city, by contract approved by ordinance, and the right is hereby reserved to the said Board of Public Works and Common Council to establish such central point where such passengers shall be received and discharged, and to designate the track or tracks to be used by said suburban or interurban railroad company in going to and from such central point, so to be established as aforesaid in such city.

That such use of the said track or tracks shall be upon such conditions and under such regulations as the Board of Public Works and the Common Council of such city shall prescribe, and the terms as to compensation and the question as to the furnishing of power and the maintenance of service shall be determined in conformity to the provisions of section two (2) of the act entitled "An act concerning street railroad companies in cities the population of which exceeds one hundred thousand," heretofore referred to: Provided, That nothing herein contained shall be so construed as to in any wise abridge or restrict the powers now had and held by said Board of Public Works and Common Council to exercise jurisdiction over the streets, alleys, avenues or bridges of said city, or to exercise its power to contract with other companies or corporations concerning the occupation or use of the same.

20. It is also agreed by and between the parties hereto, that the said City of Indianapolis may at any time within two years and not later than one year before the expiration of this contract, and the period for which this franchise is granted, purchase of the said company, party of the second part, its successors and assigns, its property of every description whatever, but the value of the franchise hereby granted shall not be included or considered in estimating the value of said property, it being the intention of the parties hereto that the value of said property to be agreed upon shall be the actual value thereof, independent of all franchise rights hereunder—the said city to pay nothing for franchise rights; and if the said city and the said company shall be unable to agree upon the terms of such purchase, then such city may file its complaint or

petition in the Circuit Court of Marion County, Indiana, for a determination of the value of such property, in the manner provided and prescribed in section eight (8) of the act of the General Assembly of Indiana hereinbefore last referred to, which section is made a part of this contract by reference; and when the value of such property is so ascertained, such City of Indianapolis may, upon the expiration of this contract, after tendering the amount of the value of such property, as determined by said court, at once take possession of such property, and operate such street railroad for its own use and purposes.

21. It is also agreed, in addition to any other penalties and forfeitures herein fixed and prescribed, that if the said company, party of the second part, should habitually, continually or continuously violate any of the provisions of this contract, or of the ordinance approving the same, or such other ordinances as may be passed by the Common Council of said city, under the provisions of the act of the General Assembly last referred to herein, then said company shall forfeit all its rights, title and interest in or to the use and occupancy of the streets, alleys, avenues and highways of said city for street railroad purposes, and its contract and franchise for the same shall be at an end and subject to forfeiture under the provisions of the said act.

22. The said company, party of the second part, shall not use its lines and cars for freight carriage or traffic, other than passenger traffic or the carriage of the United States mail, without the consent and approval of the said Board of Public Works. The said company shall have the right to haul upon its tracks its own or other cars containing supplies for its own or the said city's use, but it shall not have the right to haul baggage, express or freight cars or vehicles other than its own cars for passengers, nor cars for advertising purposes only, except as herein otherwise provided, and with the consent and approval of the said Board of Public Works as aforesaid.

23. Nothing contained herein shall be taken as conferring upon the second party any rights to construct or operate underground, overhead or elevated railways.

24. The said company, party of the second part, shall at all times so regulate the running of its cars as not to impede or obstruct public travel at intersections of streets, alleys and avenues of said city, and its cars shall be stopped clear of cross streets.

25. It is agreed and understood by and between said parties, that no transfer of passengers shall be made by said party of the second part through or by means of a transfer car or other station established or maintained in any street or upon any avenue or public place.

26. It is also agreed by and between said parties, that any improvement undertaken by or in the name of said city, or by any contractor for and with said city for the improvement of any street, alley, avenue, sidewalk or crossing, or for the construction of any sewer or drain, or other public work, shall not be impeded by said company, party of the second part, its agents or employes, but said company shall do all in its power to advance such improvement by the moving of its tracks and poles and relaying and replacing the same, when it becomes necessary, at its own cost, as hereinbefore provided. The said party of the first part shall protect the said company, party of the second part, as much as possible, by seeing that the contractor for any such public work does not intentionally, negligently or maliciously delay the same to the detriment of the said company, party of the second part.

27. 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 twenty-five thousand dollars (\$25,000.00), 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 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 such additional security 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.

23. It is expressly agreed by and between the parties hereto that each and all of the provisions of the said act entitled "An act concerning street railroad companies in cities the population of which exceeds one hundred thousand, repealing all laws in conflict therewith and declaring an emergency," which became a law without the signature of the Governor on the 3d day of March, 1899, be and they are by reference hereby made a part of this agreement as effectually and as fully as though all of the provisions thereof were actually written herein.

In testimony whereof, said parties have hereunto set their hands and seals this 6th day of April, 1899.

THE CITY OF INDIANAPOLIS,

By M. A. DOWNING,

W. SCOTT MOORE,

T. J. MONTGOMERY,

Board of Public Works of said City.

THOMAS TAGGART, *Mayor.*

INDIANAPOLIS STREET RAILWAY COMPANY,

By HIRAM P. WASSON,

President.

Attest:

HENRY JAMESON,

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 6th day of April, 1899, by the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis Street Railway Company, be and the same is hereby in all things ratified, confirmed and approved, and said Indianapolis Street Railway Company be and the same is hereby granted the rights, privileges and franchises as in said contract and agreement set forth, in accordance with the terms, provisions and conditions 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.

Mr. Little offered the following amendment to G. O. No. 16, 1899:

The rights and privileges hereby granted are upon the further condition that the said Indianapolis Street Railway Company shall not require, compel nor by any means whatever coerce any person in its service or employ to work for or serve it more than ten (10) hours in any period of twenty-four (24) consecutive hours, nor shall said Indianapolis Street Railway Company discharge from its service or in any manner prejudice any employe who shall refuse to work longer than ten (10) hours in any period of twenty-four (24) consecutive hours; nor shall said company hire or require any person to work for or serve it in the capacity of motorman or conductor for less wages than twenty cents (\$0.20) per hour, nor shall said company procure or obtain the service, work or labor of any person in any capacity for more than ten (10) hours in any period of twenty-four (24) consecutive hours, for less wages than fifteen cents (\$0.15) per hour, by or under a contract between said company or any other persons or corporations, or in any manner whatever; and whenever said company, instead of hiring workmen or others to perform any work or to carry out any enterprise it may undertake, shall enter into a contract to have such work done or enterprise executed by an independent contract, said company shall insert in every such contract a provision fixing ten (10) hours as a minimum number of hours any person employed by such independent contract shall work under such contract in any period of twenty-four (24) consecutive hours, and fifteen cents (\$0.15) per hour as the minimum wages to be paid for work done thereunder.

Failure, neglect or refusal of said company to observe, comply with and perform any of the conditions and provisions of this ordinance shall work a forfeiture thereof; and upon such failure, neglect or refusal, all rights and privileges by this ordinance created, granted or conferred shall at once cease and terminate.

And said company shall change the motive power by it used for the propulsion of cars of any of its lines to any improved system or method which may hereafter be invented or in use, whenever the City Council shall by ordinance so direct, providing that such new system or method of propulsion has been in successful mechanical operation for the period of two (2) years next preceding the passage of such ordinance on any other actual working line of the street railway in any city within the United States having a population of over one hundred thousand, shall be conclusive proof of the mechanical practicability of such improved system or method.

And said company agrees that whatever words, sentences or phrases occur in this or any prior legislative or municipal grant to said company, or their predecessors, or any general statute, or in any general ordinance, relating to street railways which admit of more than one construction, or are of double meaning, such doubt shall be resolved in favor of the city, and construction shall be most strongly against the company and in favor of the public; and further, that it expects the privileges herein granted in lieu of any other rights in and to the streets, and in consideration of said franchise absolutely waives and releases any and all other rights which it may have by virtue of any other legislative or municipal authority whatever, and agrees that for such consideration it will not hereafter at any time assert or claim any rights other or greater as to the time or other matters or provisions, than those herein contained.

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

Mr. McGrew offered the following amendment to G. O. No. 16, 1899:

The said Indianapolis Street Railway Company shall be required to establish and lay down new lines, and to extend the tracks and street car service on said streets as may be from time to time necessary to meet the convenience of the public. The same to be determined by ordinance passed by the Common Council of said city within such a period as may be fixed by the ordinance of said Council, and all of such extensions and new lines shall be regulated by the same system and the right to operate the same shall terminate at the expiration of the term of this contract.

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

Mr. Bernauer offered the following amendment to G. O. No. 16, 1899:

Cars are to be of the most approved designs for service and comfort, and are to be comfortably heated during the months of November, December, January, February and March, when the temperature is below twenty degrees above zero, as shown by the official record of the United States Weather Bureau, located in the City of Indianapolis, Indiana; also to be lighted; and each car shall have signal appliances and route boards. The cars must be kept clean inside and out, and shall not exhibit advertisements outside, unless so permitted by ordinance of the Common Council of said city.

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

Mr. Bowser offered the following amendment to G. O. No. 16, 1899:

The powers, privileges and rights conferred and obligations imposed by this ordinance shall be deemed a contract and continue to the said grantees, their associates, successors and assigns, for the period of twenty years from and after the date of its adoption.

The right is hereby reserved to the Common Council of the City of Indianapolis to make by ordinance such reasonable rules as may from time to time be deemed necessary to protect the interests, safety, welfare and accommodations and runnings of cars for the public in relation to said railways.

Cars going in the same direction shall not approach within forty feet of each other, except in case of accident or at terminals, or when in trains, or for the purpose of connecting the same together.

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

Mr. Knight offered the following amendment to G. O. No. 16, 1899:

All bonds issued by said company shall be made payable to a trustee, who shall be a resident of the State of Indiana.

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

Mr. Mahoney announced that a committee of the Central Labor Union, composed of Messrs. John F. White, John Blue and J. W. Madden, was present and desired to address Council.

By unanimous consent the committee was granted permission to speak.

Mr. John F. White, chairman of the committee, then addressed Council on the subject of three-cent fares, and on behalf of the Central Labor Union submitted a petition signed by 14,000 persons requesting that in the granting of a street railway franchise three-cent fares, with universal transfers, shall be stipulated and the shortest term possible fixed in the contract.

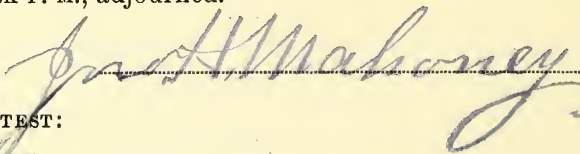
On motion of Mr. Knight the petition was referred to the Committee on Contracts and Franchises.

On motion of Mr. Colter, the Council took a recess of thirty minutes.

The Council re-convened at 11:00 o'clock.

On motion of Mr. Harston, the Common Council, at 11:01 o'clock P. M., adjourned.

ATTEST:


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President.


City Clerk.