

PROCEEDINGS
OF THE
COMMON COUNCIL.

SPECIAL SESSION.

COUNCIL CHAMBER,
Indianapolis, May 18, 1863. }

The Council met in special session this evening at 7½ o'clock pursuant to adjournment.

Present—His Honor, the Mayor, and Councilmen Allen, Brown, Boaz, Blake, Colley, Cook, Coburn, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Jameson, Lefever, McNabb and Staub—15.

Absent—Messrs. H. A. Fletcher, Thompson and Wallace—3.

The proceedings of the meeting held May 12th, 1863, were read by the Clerk and approved by the Council.

Mr. Brown presented the following bonds, which were read by the Clerk:

BOND OF CHARLES RICHMANN AS CHIEF FIRE
ENGINEER.

Know all men by these presents: That we, Charles Richmann, Alexander Metzger and F. H. Tapking, of Marion County and State of Indiana, are held and firmly bound unto the State of Indiana in the penal sum of one thousand dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Witness our hands and seals, this 18th day of May, A. D. 1863.

Now, the conditions of the above obligation are such that: Whereas, the above named Charles Richmann was, on the 12th day of May, A. D. 1863, elected Chief Fire Engineer of the City of Indianapolis for the term of one year, and until his successor is elected and qualified. Now, if the said Charles Richmann shall faithfully perform

the duties of said office, and pay over all moneys received by him, according to law, then this obligation shall be void; otherwise to remain in full force and virtue in law.

Witness our hands and seals this 18th day of May, 1863.

CHARLES RICHMANN,	[SEAL.]
ALEX. METZGER,	[SEAL.]
F. H. TAPKING,	[SEAL.]

BOND OF JOHN JACOB WENNER AS MARKET MASTER.

Know all men by these presents, That we, John Jacob Wenner, Frederick Thoms, Geo. A. Albrecht, H. Riemenschneider and A. J. Gerstner, of Marion County and State of Indiana, are held and firmly bound unto the State of Indiana, in the penal sum of three thousand dollars, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators firmly.

Witness our hands and seals this 13th day of May, A. D., 1863.

Now, the conditions of the above obligation are such that: Whereas, the above bound John J. Wenner was elected Market Master of the city of Indianapolis, county of Marion and State of Indiana, on the 12th day of May, A. D. 1863, and until his successor is elected and qualified by the Common Council of said city, county and State aforesaid.

Now, therefore, if the above bound John J. Wenner shall well and truly perform the duties, all and singular, pertaining to said Market Master, and pay over all moneys received by him as said Market Master, and deliver all property belonging to said city received by him as said Market Master to the proper person or authorities of said city of Indianapolis, then this obligation shall be null and void; otherwise, to remain in full force and virtue in law.

J. J. WENNER,	[SEAL.]
FREDERICK THOMS,	[SEAL.]
GEORGE A. ALBRECHT,	[SEAL.]
H. RIEMENSCHNEIDER,	[SEAL.]
A. J. GERSTNER,	[SEAL.]

BOND OF RICHARD J. RYAN AS CITY ATTORNEY.

Know all men by these presents, That we, Richard J. Ryan and Thomas F. Ryan, are held and firmly bound unto the State of Indiana in the penal sum of five hundred dollars, lawful money, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, signed and sealed with our seals, and dated this 12th day of May, 1863.

The condition of the above obligation is such that: Whereas, the said R. J. Ryan was, on the 5th day of May, 1863, duly elected City

Attorney of the city of Indianapolis for the term of two years, and until his successor is elected and qualified.

Now, should the said Richard J. Ryan faithfully and impartially discharge the duties of said office, and pay over all moneys, and deliver all papers and books that may come into his hands by virtue of his office to his successor in office, then this obligation shall be void; otherwise to remain in full force and virtue in law.

R. J. RYAN, [SEAL.]
T. F. RYAN, [SEAL.]

BOND OF JOSEPH K. ENGLISH AS CITY TREASURER.

Know all men by these presents: That we, Joseph K. English, King English, Calvin Fletcher, Sr., Daniel Yandes, Robert Browning and Henry Coburn, of the county of Marion and State of Indiana, are held and firmly bound unto the State of Indiana in the penal sum of one hundred and fifty thousand dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly.

Witness our hands and seals this 11th day of May, A. D., 1863.

Now, the conditions of the above obligation is such that: Whereas, the above named Joseph K. English was, on the 5th day of May, 1863, elected Treasurer of the city of Indianapolis, for the term of two years, and until his successor is elected and qualified.

Now, if the said Joseph K. English shall faithfully perform the duties of said office, and pay over all moneys received by him, according to law, then this obligation shall be null and void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals this 11th day of May, 1863.

JOSEPH K. ENGLISH, [SEAL.]
KING ENGLISH, [SEAL.]
CALVIN FLETCHER, SR., [SEAL.]
DANIEL YANDES, [SEAL.]
ROBERT BROWNING, [SEAL.]
HENRY COBURN, [SEAL.]

BOND OF JAMES LOUCKS AS SEALER OF WEIGHTS AND MEASURES.

Know all men by these presents: That we, James Loucks, Albert Reinken and Aaron L. Hunt, of Marion county and State of Indiana, are held and firmly bound unto the State of Indiana in the penal sum of five hundred dollars, lawful money, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, firmly by these presents, jointly and severally.

Signed and sealed with our seals and dated this 13th day of May, A. D. 1863.

The condition of the above bond is such that: Whereas, the said James Loucks was, on the 12th day of May, 1863, elected by the

Common Council of the City of Indianapolis, to the office of Sealer of Weights and Measures, within and for the said city of Indianapolis, for the term of one year, and until his successor is duly elected and qualified.

Now, should the said James Loucks faithfully and impartially discharge the duties of said office, according to law, and deliver all weights and measures, or other instruments appertaining to said office, over to his successor in office, then this obligation shall be void; otherwise, to remain in full force and virtue in law.

JAMES LOUCKS, [SEAL.]
 ALBERT REINKEN, [SEAL.]
 AARON L. HUNT, [SEAL.]

On motion, the bond of Charles Richmann, as Chief Fire Engineer; the bond of John Jacob Wenner, as Market Master, Richard J. Ryan, as City Attorney; Joseph K. English, as City Treasurer; and James Loucks, as Sealer of Weights and Measures, were accepted and approved by the Council.

By Mr. Colley :

INDIANAPOLIS, May 16, 1863.

To His Honor, the Mayor, and the Honorable Members of the Common Council :

We, the undersigned, property owners on the first alley west of New Jersey street, between New York and Vermont streets, petition to pass an Ordinance for the grading and graveling of said alley; and that said alley be named as the continuation of South Clinton street :

	<i>Feet.</i>	<i>Inches.</i>
Dr. E. Klein	125	...
Ph. Sayer.....	41	...
F. Dickmann	108	..
J. P. Patterson.....	33	6
Carl Brunner.....	33	6
A. W. McOuat..	85	...
	<hr/>	<hr/>
Total number of feet and inches:.....	426	...

On motion, the above petition was referred to the Committee on Streets and Alleys.

By Mr. S. A. Fletcher, Jr.:

INDIANAPOLIS, May 18, 1863.

Will the honorable City Council permit me to move two small frames about twenty feet to give place to the erection of a substantial brick stable in place of three frames tore down? I would not ask to move the old frames, but am not able, at this time, to build the entire ground up this year with permanent brick buildings.

Respectfully, A. R. HYDE.

On motion, the prayer of the above petition was granted.

By Mr. Lefever :

INDIANAPOLIS, May 14, 1863.

We, the undersigned, property owners on South street, between Missouri and West streets, would respectfully ask your honorable body to pass an Ordinance for grading and graveling said street.

	<i>Feet.</i>	<i>Inches.</i>
Adam Spreng.....	33	9
William Nicholson.....	33	9
Fanny Allred.....	33	9
Thomas Leully.....	50	8
Peter Ritter.....	67	6
John Ebbert.....	84	5
	<hr/>	<hr/>
Total number of feet and inches..	303	10

On motion, the petition was referred to the Committee on Streets and Alleys with instructions to report an Ordinance.

By Mr. Lefever :

INDIANAPOLIS, May 17, 1863.

To the Honorable Common Council of the City of Indianapolis :

The undersigned would respectfully petition your honorable body to grant them permission to put a bridge across the gutter on Washington street in front of their store, about five feet wide and ten feet long, and your petitioners will ever pray.

GLASER & BROTHERS.

On motion, the prayer of the above petitioner was granted.

By Mr. Colley, from the Judiciary Committee :

A verbal report in relation to the claim of Mr. Henry Geisel, recommending that he be paid for every meeting the Clerk can certify that he attended the Council.

On motion, the report was received and referred to the City Attorney.

By Mr. Brown, Chairman Committee on Streets and Alleys :

INDIANAPOLIS, May 18, 1863.

MR. PRESIDENT: The Committee on Streets and Alleys, to whom was referred the petition of R. M. Patterson and others, asking the passage of an Ordinance to grade and gravel Tennessee street and sidewalks between St. Clair street and the corporation line, beg leave to report the following Ordinance.

AUSTIN H. BROWN,	}	<i>Committee.</i>
HENRY COBURN,		
W. COOK,		

AN ORDINANCE to provide for the grading and graveling of Tennessee street and sidewalks, between St. Clair street and the corporation line north.

SECTION 1. *Be it ordained by the Common Council of the City of Indianapolis,* That the whole width of Tennessee street, between

the above named points be properly graded and thirty feet in width of the centre of said street be graveled with good river or creek gravel, sixteen inches in depth in the centre, sloping to four inches at either edge, and that the expense of grading and graveling such street and sidewalks, as aforesaid, (except so much thereof as is occupied by the crossings of streets and alleys,) be assessed against, and collected from, the owners of the lots bordering on said street, between the limits aforesaid, according to the provisions of Sections 66 to 69, inclusive, of the City Charter.

SEC. 2. The Civil Engineer is hereby directed to set the proper stakes and also to advertise by publication for ten days in the Indianapolis Daily Journal, and by posting up printed notices in not less than five of the most public places in the city, that sealed proposals will be received by the Common Council at the meeting of the Council to be held on the day of , 186 , for the execution of said work.

SEC. 3. This Ordinance shall take effect and be in force from and after its passage.

The Ordinance was read the first time, and on motion of Mr. Brown, was read a second time by its title.

By Mr. Brown, Chairman Committee on Streets and Alleys :

INDIANAPOLIS, May 18th, 1863.

MR. PRESIDENT: The Committee on Streets and Alleys, to whom was referred the remonstrance of William Wilkinson and others, against grading and graveling the alley running east and west through square 43, from Delaware to Alabama streets, beg leave to report that an Ordinance for said improvement was passed some weeks ago, and that bids were received at the last meeting of the Council. They would recommend that inasmuch as all of the property holders interested have remonstrated, and as the improvement would be of no benefit in the present condition of the Market square, and would cost the city over \$500, that no contract be awarded, and that the Ordinance be repealed.

AUSTIN H. BROWN, }
HENRY COBURN, } *Committee.*
W. COOK, }

On motion, the report was concurred in, and the Committee on Streets and Alleys were directed to report an Ordinance to repeal the Ordinance named in the above report.

By Mr. Brown, Chairman Committee on Streets and Alleys :

INDIANAPOLIS, May 18, 1863.

MR. PRESIDENT: The Committee on Streets and Alleys beg leave to recommend the passage of the following motion.

AUSTIN H. BROWN, }
HENRY COBURN, } *Committee.*
W. COOK, }

Motion :

That the sum of three hundred dollars be appropriated, to be expended under the direction of the Committee on Streets and Alleys, the object of the appropriation being to enable the Street Commissioner to pay for labor and materials used in working the streets; and that the Committee on Streets and Alleys be directed to report each month a detailed statement of all such expenditures.

The report was accepted and concurred in by the Council, and the motion was adopted, and the Clerk ordered to draw an order on the Treasurer for the amount named in the motion of the Committee, for three hundred dollars.

By Mr. Brown, Chairman Committee on Streets and Alleys :

INDIANAPOLIS, May 18, 1863.

MR. PRESIDENT: The Committee on Streets and Alleys, to whom was referred sundry bids for grading and graveling certain alleys, report that they find the following named parties the best bidders, and recommend that contracts be awarded them :

For grading and graveling the first alley south of Washington street, running east and west through square No. 62, between Alabama street and the first fifteen foot alley west, Thomas Wren.

For grading and graveling the first alley west of Delaware street, running north and south through square No. 77, between Maryland street and the first alley south thereof, Cornelius Collins.

For grading and graveling the first alley south of Maryland street, running east and west through square 77, between Delaware street and the first alley west thereof, Cornelius Collins.

AUSTIN H. BROWN, }
HENRY COBURN, } *Committee.*
W. COOK, }

On motion, the report was accepted and the contracts awarded to the persons named in the report.

By Mr. Brown, Chairman Committee on Streets and Alleys :

INDIANAPOLIS, May 18, 1863.

MR. PRESIDENT: The Committee on Streets and Alleys beg leave to report that there are now pending twenty-five contracts for street improvements, some of which are nearly completed, others partially done, and some not yet begun. Of these contracts three are for bouldering, embracing the bouldering of 5 squares in length of streets and one square of alleys; 19 for grading and graveling streets and alleys, and three for paving sidewalks. The estimated cost of the city's portion of this work is about \$6,000. There are besides these contracts for bridges estimated to cost \$5,400. Also, unfinished contracts for cisterns.

AUSTIN H. BROWN,
Chairman of Committee.

On motion, the report was received by the Council.

By Mr. Brown, Chairman Committee on Streets and Alleys :

CONTRACT AND BOND OF JAMES STEWART.

This agreement, Made and entered into this 18th day of May, 1863, by and between James Stewart, of the county of Marion and State of Indiana, of the first part, and the Common Council of the City of Indianapolis, of the second part.

Witnesseth, That the said party of the first part does covenant and agree to grade and gravel Ohio street and north sidewalk, between Delaware and Pennsylvania streets, at thirty (30) cents per cubic yard for grading, and eighty-five (85) cents per cubic yard for good river or creek gravel; said amounts to be collected by the party of the first part, at his own expense, from the owners of property bordering on said improvements according to their respective number of feet, and from the Common Council for the crossings of streets and alleys, in corporation orders or in city bonds, running two years, and payable with six per cent. interest; but the payment thereof to be withheld so long as any sums remain unpaid to laborers employed by the contractor for work done in the prosecution of said improvement. It is further agreed and understood that no assignment of this contract shall be made to any other party without the consent of the Common Council. The work to be done in accordance with the following specifications, viz.: The street, gutters and north sidewalk to be graded according to stakes to be set by the Civil Engineer, and the street to be graveled with good river or creek gravel, 40 feet in width in center of said street, 16 inches deep in center, sloping off to 4 inches at either edge. The sidewalk to be graveled with same quality of gravel, 6 inches deep. The contractor to supply all dirt required to complete the grading; or if there should be a surplus, the same to be hauled to any street or alley the Civil Engineer may direct, and there spread to his approval. To be finished on or before the 1st day of August, 1863, to the entire satisfaction of the Civil Engineer; and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof we, the foregoing named parties, hereunto set our hands, this 18th day of May, 1863.

JAMES STEWART.

For the Common Council of the City of Indianapolis,

JAMES WOOD, *Civil Engineer.*

Per JAS. ALBON.

Know all men by these presents, That we, James Stewart and Geo. W. Pitts, of the city of Indianapolis, of the county of Marion and

State of Indiana, are held and firmly bound to the Common Council of the city of Indianapolis, in the sum of eight hundred dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound James Stewart shall faithfully comply with the foregoing contract, made and entered into this 18th day of May, 1863, with the Common Council of the city of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

JAMES STEWART, [SEAL.]
GEO. W. PITTS, [SEAL.]

CONTRACT AND BOND OF JAMES STEWART.

This agreement, Made and entered into this 18th day of May, 1863, by and between James Stewart, of the county of Marion and State of Indiana, of the first part, and the Common Council of the city of Indianapolis, of the second part.

Witnesseth, That the said party of the first part does covenant and agree to grade and gravel Market street, between Delaware and Pennsylvania streets, at thirty (30) cents per cubic yard for grading, and eighty-five cents per cubic yard for good river or creek gravel; said amounts to be collected by the party of the first part, at his own expense, from the owners of the property bordering on said improvements, according to their respective number of feet, and the Common Council for the crossings of streets and alleys in corporation orders, or in city bonds, running two years, payable with six per cent. interest; but the payment thereof to be withheld so long as any sums remain unpaid to laborers employed by the contractor for work done in the prosecution of such improvements. It is hereby expressly understood that no assignment of this contract shall be made to any other party without the consent of the Common Council.

The party of the first part further agrees to perform the work according to the following specifications, viz. : The streets and gutters to be graded according to the stakes to be set by the Civil Engineer. The center of the street to be graded with good river or canal gravel, forty (40) feet in width, 16 inches in depth in the center, sloping to 4 inches at either edge. The contractor to find all earth necessary to complete the grading; or if there should be a surplus, to remove the same to some street or alley, as directed, not exceeding a distance of half a mile, and spread the same to the satisfaction of the Engineer. To be finished on or before the 1st day of August, 1863, to the entire satisfaction of the Civil Engineer; and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privi-

lege and option of forfeiting this contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof we, the foregoing named parties, hereunto set our hands, this 18th day of May, 1863.

JAMES STEWART.

For the Common Council of the City of Indianapolis,
JAMES WOOD, *Civil Engineer.*

Per JAMES ALBON.

Know all men by these presents, That we, James Stewart and Geo. W. Pitts, of the City of Indianapolis, of the County of Marion, and State of Indiana, are held and firmly bound to the Common Council of the City of Indianapolis, in the sum of eight hundred dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound James Stewart shall faithfully comply with the foregoing contract, made and entered into this 18th day of May, 1863, with the Common Council of the City of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

JAMES STEWART, [SEAL.]

GEO. W. PITTS, [SEAL.]

CONTRACT AND BOND OF CORNELIUS COLLINS.

This agreement, Made and entered into this 18th day of May, 1863, by and between Cornelius Collins of the County of Marion, and State of Indiana, of the first part, and the Common Council of the City of Indianapolis, of the second part.

Witnesseth, That the said party of the first part does covenant and agree to clean all the bouldered streets and alleys in the city, embracing both eastern and western districts, at forty-eight (48) dollars per square for the streets, and twenty (20) dollars per square for alleys; said amounts to be paid by the Common Council in corporation orders, or city bonds running two years, payable with six per cent interest, but payment thereof to be withheld so long as any sums remain unpaid to laborers for work done in prosecution of said work. Work to be done in accordance with the following specifications, and the whole to be completed within three weeks from the date of approval of contract by the Common Council:

All the streets and alleys the Street Commissioner may direct to be scraped clean the entire width, and the dirt laid in small heaps

clear of the gutters; all the filth and dirt to be cleared out of gutters, and all the filth to be removed away within two days after the street is scraped. No street will be considered clean until such dirt or filth is entirely removed and the streets left clean to the entire satisfaction of the Street Commissioner.

It is further agreed and understood, that the party of the first part clean the whole, or any portion of said streets and alleys, as above stated, as often as directed subject to the above conditions, between the months of April and October, 1863, to be finished on or before the 9th day of June, 1863, to the entire satisfaction of the Street Commissioner, and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and the party of the second part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereunto set our hands, this 18th day of May, 1863.

CORNELIUS COLLINS.

For the Common Council of the City of Indianapolis,

JOHN M. KEMPER, *Street Commissioner.*

Know all men by these presents, That we, Cornelius Collins, and Jeremiah Warren, and Jerre Mahoney, of the County of Marion, and State of Indiana, are held and firmly bound to the Common Council of the City of Indianapolis, in the sum of two thousand dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The conditions of the above obligation are such, that if the above bound Cornelius Collins shall faithfully comply with the foregoing contract, made and entered into this 18th day of May, 1863, with the Common Council of the City of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

CORNELIUS COLLINS, [SEAL.]
 JEREMIAH WARREN, [SEAL.]
 JERRE MAHONEY, [SEAL.]

CONTRACT AND BOND OF LEFEVER & KRUGER.

This agreement, Made and entered into this 18th day of May, 1863, by and between Lefever & Kruger, of the county of Marion and State of Indiana, of the first part, and the Common Council of the city of Indianapolis, of the second part.

Witnesseth, That the said party of the first part does covenant and agree to grade and pave the sidewalk on the east side of Pennsylvania street, between the north side of Market, and south side of

Ohio street, and curb the outer edge of the same with flat rock stone curbing at the following prices: For paving, sixty-two and a half ($62\frac{1}{2}$) cents per superficial yard, and flat rock stone curbing, at 64 cents per lineal foot; said amounts to be collected by the party of the first part, at his own expense, from the owners of property bordering on said improvements, according to their respective number of feet, and the Common Council for the crossings of sidewalks, in corporation orders or city bonds, running two years, payable with six per cent. interest; but the payment thereof to be withheld so long as any sums remain unpaid to laborers employed by these contractors for work done in the prosecution of such improvements. It is hereby expressly understood that no assignment of this contract shall be made to any other party without the consent of the Common Council.

The party of the first part further agrees to perform the work according to the following specifications, viz.: Sidewalk to be graded full width, according to stakes to be set by the Civil Engineer, so as to admit a coating of clean sand under the brick eight inches in depth; the full width of sidewalk to be paved with good hard burned brick, and the outer edge of sidewalk to be curbed with flat rock stone curbing, 5 inches thick and 18 in depth, to be properly set on a foundation of sand 6 inches in depth, the coating to be neatly bush hammered on top, and 6 inches on face and 3 inches on back. No stone to be less than 4 feet in length. The contractor to supply all earth required to complete the necessary grading; or if a surplus, to remove the same to some street or alley, not exceeding a distance of half a mile, as shall be directed by the Civil Engineer, and spread the same to his satisfaction. To be finished on or before the first day of August, 1863, to the entire satisfaction of the Civil Engineer; and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereunto set our hands, this 18th day of May, 1863.

SAMUEL LEFEVER & KRUGER.

For the Common Council of the City of Indianapolis,
JAMES WOOD, *Civil Engineer.*

Know all men by these presents, That we, Lefever & Kruger and George F. Meyer, of the county of Marion and State of Indiana, are held and firmly bound to the Common Council of the city of Indianapolis, in the sum of two thousand dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound Lefever & Kruger shall faithfully comply with the foregoing contract, made and entered into this 18th day of May, 1863, with the

Common Council of the city of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

LEFEVER & KRUGER, [SEAL.]
 GEORGE F. MEYER, [SEAL.]

CONTRACT AND BOND OF SAMUEL R. MANN.

This agreement, Made and entered into this 21st day of April, 1863, by and between Samuel R. Mann, of the county of Marion and State of Indiana, of the first part, and the Common Council of the city of Indianapolis, of the second part.

Witnesseth, That the said party of the first part does covenant and agree to grade and gravel New York street and north sidewalk, between West and Blackford streets, for the sum of 23 cents per cubic yard for grading, and 80 cents per cubic yard for graveling; said amounts to be collected by the party of the first part from the property owners, at his own expense, according to their respective number of feet, and from the Common Council for the crossings of streets and alleys, in corporation orders, or in city bonds, running two years, payable with six per cent. interest; but payment therefor to be withheld so long as any sums remain unpaid to laborers employed by the contractor for work done in the prosecution of such improvement. No assignment of this contract to be made to any other party without the consent of the Common Council.

The party of the first part further agrees to perform the work according to the following specifications, viz.: The street, gutters and north sidewalk to be graded according to stakes to be set by the Civil Engineer; any surplus earth there may be on the street to be removed to the low ground immediately west, on New York street; 30 feet in width of the center of said street to be graveled with good river or creek gravel, 16 inches in depth in the center, sloping to 8 inches at either edge; the north sidewalk to be also graveled with good river or creek gravel to the depth of 6 inches. To be finished on or before the 1st day of August, 1863, to the entire satisfaction of the Civil Engineer; and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereunto set our hands, this 21st day of April, 1863.

SAMUEL R. MANN.

For the Common Council of the City of Indianapolis,

JAMES WOOD, *Civil Engineer.*

Know all men by these presents, That we, Samuel R. Mann and Wesley M. Adams, of the county of Marion and State of Indiana, are held and firmly bound to the Common Council of the city of Indianapolis, in the sum of five hundred dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound Samuel R. Mann shall faithfully comply with the foregoing contract, made and entered into this 14th day of April, 1863, with the Common Council of the City of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

SAMUEL R. MANN, [SEAL.]
WESLEY M. ADAMS, [SEAL.]

All of said bonds and contracts were accepted and approved by the Council.

By Mr. Brown, Chairman of Select Committee :

INDIANAPOLIS, May 18, 1863.

MR. PRESIDENT: The Select Committee to whom was referred the question of grading and drainage of Alabama street, would respectfully report that after careful examination and consultation with the Engineer and property holders, they respectfully recommend that said street be drained according to the original profile, making a summit at the crossing of Ohio and Alabama streets; that the water be carried thence north to the south side of New York street, and thence east to New Jersey street, and thence south to Market street. That the present stakes, being those last set by the Engineer at the crossing of Ohio and Alabama streets, and at the crossing of New York and Alabama streets, be lowered six inches, with all stakes intermediate.

AUSTIN H. BROWN, }
HERRY CCBURN, } Committee.
P. H. JAMESON, }

On motion, the report was concurred in by the Council.

By Mr. Allen :

Resolved, That two hundred dollars be appropriated for the use of the Fire Department, and that an order be issued in favor of the Chief Fire Engineer for the same.

The question being, shall the resolution pass? those who voted in the affirmative were Messrs. Allen, Brown, Boaz, Blake, Colley, Cook, Coburn, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Jameson, Lefever, McNabb and Staub—15. Noes, none.

So the resolution was passed.

By Mr. Lefever—Motion :

INDIANAPOLIS, May 18, 1863.

That Crist Lang be permitted to remove all dead animals from the streets and alleys in the city for the year 1863, provided that said Crist Lang make no charge for the same.

The above motion was passed by consent, and the Mayor was directed to enter into an agreement with him to do the same.

By Mr. Emerson—Motion :

INDIANAPOLIS, May 18, 1863.

That the Street Commissioner be instructed to contract with some person to fill up the pit at the intersection of Missouri and Blackford streets.

On motion, the above was referred to the Committee on Streets and Alleys.

By Mr. Brown—Motion :

INDIANAPOLIS, May 18, 1863.

That the Street Commissioner be directed to cause a wooden culvert to be constructed at the crossing of Pennsylvania and Washington streets, on the west side thereof; that said culvert be continued southward, on Pennsylvania street, as far as the Civil Engineer may think necessary to secure a good flow of water in the gutter; and that when such improvement is made, that the gutter on the north side of Washington street, between Pennsylvania and Meridian streets, be raised to correspond with that on the south side of Washington street, in the same square.

Which motion was adopted.

By Mr. Colley—Motion :

INDIANAPOLIS, May 18, 1863.

That the Civil Engineer notify Samuel Delzell to remove the dirt and sand on south side of Vermont Street, lately put there by him..

Which motion was adopted.

By Mr. S. A. Fletcher, Jr.:

INDIANAPOLIS, May 18, 1863.

Resolved, That C. W. Catterson be allowed a final estimate for grading and graveling South street, between Noble and East streets, when finished to the satisfaction of the Civil Engineer.

The question being shall the resolution pass? those who voted in the affirmative were, Messrs. Allen, Brown, Boaz, Blake, Colley Cook, Coburn, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Jam-
eson, Lafever, McNabb and Staub—15. Noes, none.

So the resolution passed.

By Mr. S. A. Fletcher, Jr. :

INDIANAPOLIS, May 18, 1863.

Resolved, That H. Timmerman be allowed a final estimate for grading Vermont street, and sidewalks between Noble and Railroad streets, and graveling the sidewalks when finished to the satisfaction of the Civil Engineer.

The question being, shall the resolution pass? Those who voted in the affirmative were Messrs. Allen, Brown, Boaz, Blake, Colley, Cook, Coburn, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Jameson, Lafever, and Staub—14. Noes, none.

So the resolution passed.

By Mr. Haughey—Motion :

INDIANAPOLIS, May 18, 1863.

That John C. New, John H. Rea, Joseph Moore and Theodore P. Haughey, be allowed to grade and gravel their alley, in the rear of their property, running north and south through Square Sixteen, all to be done under the direction of the Civil Engineer, provided the same be done within ninety days.

Which motion was adopted.

By Mr. Jameson—Motion :

INDIANAPOLIS, May 18, 1863.

That Milton Spencer be allowed to cover the awning in front of his store on Washington street, between New Jersey and East streets, with pine boards.

On motion, the above was referred to the Committee on Streets and Alleys.

His Honor, the Mayor, presented the following :

Gentlemen of the Common Council:

The price for printing the Minutes of Council will cost \$1 25 per page for two hundred copies folded, stitched and trimmed. The page will be the same size as the Journals of the Legislature. Judging from the length of last year's proceedings, they will cost about five hundred dollars per year.

E. BARNES, *City Printer*.

Which, on motion, was referred to the Finance Committee.

On motion, the Council adjourned.

JOHN CAVEN, *Mayor*.

ATTEST :

C. S. BUTTERFIELD, *City Clerk*.