

PROCEEDINGS  
OF THE  
COMMON COUNCIL.

REGULAR SESSION.

CHAMBER OF THE COMMON COUNCIL, }  
*Monday, March 4th, 1878—7 o'clock P. M.* }

The Common Council of the City of Indianapolis met in regular session.

Present—His Honor, the Mayor, John Caven, in the chair, and the following members: Councilmen Bagby, Brown, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, McGinty, Pouder, Reading, Sindlinger, Steinhauer, Stoner, Thomas, Tucker, Walker, Watts, Wood, A. L. Wright, and W. G. Wright—23.

Absent—Councilmen Bugbee and Reed—2.

[Councilman Reed was reported as being sick; and, on motion, his non-attendance at this session was excused.]

The proceedings of the regular session, held February 18th, 1878, having been printed, and placed on the desks of the Councilmen, the reading of the same was dispensed with.

Sealed proposals for making the below described improvements

were received, opened, read, and referred to the Committee on Contracts :

For grading and graveling the first alley east of the lower arm of the canal, from Washington street to its southern terminus.

REPORTS, ETC., FROM CITY OFFICERS.

The City Civil Engineer submitted the following report; which was approved :

*Indianapolis, March 4, 1878.*

To the Mayor and Common Council :

*Gentlemen* :—I herewith report a first and final estimate, allowed Peter Ivory, for taking down and storing the Delaware street viaduct—

Amount, as per contract. ....	\$494 00
Less old lumber, sold to contractor.....	15 00
Balance due.....	\$479 00

Respectfully submitted,

BERNHARD H. DEITZ, City Civil Engineer.

By R. M. PATTERSON, Assistant.

And the estimate, as set forth in preceding report, was duly allowed by the following vote :

Affirmative—Councilmen Bagby, Brown, Byram, Cochran, Dill, Izor, Layman, Morse, McGinty, Reading, Sindlinger, Stoner, Thomas, Tucker, Walker, Watts, Wood, and W. G. Wright—18.

Negative—None.

The City Clerk submitted the following report; which was concurred in :

*Indianapolis, March 4, 1878.*

To the Mayor and Common Council :

*Gentlemen* :—I hereby report the following affidavit, now on file in my office, for the collection of street assessment by precept, to-wit :

John Greene vs. Unknown Owner, for ..... \$43 50

And recommend that you order the precept to issue.

Respectfully submitted,

BENJ. C. WRIGHT, City Clerk.

And the precept was ordered to be issued by the following vote :

Affirmative—Councilmen Bagby, Brown, Byram, Cochran, Dill, Izor, Layman, Morse, McGinty, Reading, Sindlinger, Stoner, Thomas, Tucker, Walker, Watts, Wood, and W. G. Wright—18.

Negative—None.

The same officer submitted the following report ; which was referred to the Committee on Finance :

*Indianapolis, March 4, 1878.*

To the Mayor and Common Council :

*Gentlemen:*—I herewith submit an itemized statement of the amount of orders issued on the City Treasurer, during the month of February, 1878 :

NATURE OF CLAIM.	AMOUNT.
City Assessor's Assistants .....	\$ 67 50
City Civil Engineer's Department .....	215 15
City Dispensary.....	500 00
City Hospital and Branch.....	969 80
Costs .. .. .	176 05
Damages.....	10,107 91
Fire Department.....	6,316 76
Fuel.....	13 31
Gas .....	6,998 60
Home for Friendless Women.....	49 35
Ice.....	4 17
Incidentals.. .. .	17 50
Interest on bonds.. .. .	59,035 75
Markets.....	4 95
Office-Fixtures.....	73 91
Parks.....	1 61
Percentage (City Treasurer) , .....	1,941 36
Police.....	3,960 50
Posting Bills .....	4 50
Printing, Stationery, and Advertising.....	859 47
Salary .....	62 00
Station Houses .....	640 23

Street Improvements .....	\$ 21 00
Street Repairs.....	1,275 42
Tomlinson Estate.....	1 75
Total.....	<u>\$93,318 55</u>

Respectfully submitted,

BENJ. C. WRIGHT, City Clerk.

The same officer submitted the following report from the City Treasurer; which was also referred to the Committee on Finance:

*Report of Wm. M. Wiles, City Treasurer, for the month of February, 1878 (1st to 28th, inclusive).*

RECEIPTS.

Balance on hand as per last report, January 31st, 1878.....	\$200,350 14
From current taxes.....	17,511 47
From delinquent taxes.....	32,902 06
From benefits.....	144 00
From auction licenses.....	30 00
From coal licenses.....	700 00
From dog licenses.....	1 50
From dray licenses .....	38 00
From express licenses.....	76 00
From hack licenses.....	34 00
From peddlers' licenses .....	23 00
From fines and fees (City Court).....	43 75
From tapping sewers .....	35 00
From printing on precepts.....	7 50
Total receipts.....	<u>\$251,896 42</u>

DISBURSEMENTS.

For Fire Department.....	\$ 6,559 49
For Police .....	3,996 61
For street repairs.....	1,333 48
For City Hospital and Branch.....	977 74
For Civil Engineer's Department.....	215 15
For assisting City Assessor.....	67 50
For interest on bonds .....	59,035 75
For cisterns .....	26 06
For City Dispensary.....	500 00
For costs.....	176 05
For damages.....	10,107 91
For elections.....	8 04
For fuel .....	13 31



For gas.....	\$ 12,296 42
For ice.....	4 17
For incidentals.....	15 50
For markets.....	4 95
For office fixtures.....	76 51
For parks.....	1 61
For posting bills.....	4 50
For printing, stationery, and advertising.....	859 47
For salary.....	143 25
For Station Houses.....	639 23
For street improvements.....	21 00
For taxes refunded.....	10 50
Balance on hand .....	154,802 22
	<u>\$251,896 42</u>

TOMLINSON ESTATE.

Balance on hand as per last report, January 31st, 1878 .....	\$15,047 71
From rents.....	600 00
	<u>\$15,647 71</u>
For repairs.....	1 75
Balance on hand .....	15,645 96
	<u>\$15,647 71</u>
Balance on hand, general fund.....	154,802 22
Balance on hand, Tomlinson estate.....	15,645 96
	<u>\$170,448 18</u>

Respectfully submitted,

WM. M. WILES, City Treasurer.

To BENJ. C. WRIGHT, City Clerk.

REPORTS, ETC., FROM OFFICIAL BOARDS.

The Board of Public Improvements, through President Byram, submitted the following reports; which were considered and concurred in by clauses :

*Indianapolis, March 4, 1878.*

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

Gentlemen:—Your Board of Public Improvements, to whom were referred sundry motions, have given the same their attention, and beg leave to report as follows:

First. Was a motion to place stone foot-crossings, on College avenue at

the intersection of Christian avenue, and on Christian avenue at the intersection of Central avenue.

We find, on examination, that a cinder crossing has lately been made at one of the points named, and also that sidewalks have never been paved along the line for which the crossings are asked. We would, therefore, recommend that, at the present time, the motion be not concurred in.

Second. Was a motion of Councilman Cochran, to have the chuck-holes in Central avenue filled, between Tenth street and the corporation line north.

On examination, we find the street is in a bad condition; but as the street has never been improved, we think that money spent in carrying out the provisions of the motion would be wasted. We would, therefore, recommend that the motion do not pass.

Third. Was a motion of Councilman Stoner to fill the chuck-holes in North street, from East to Winston street.

We find, on examination of this street, that the square between East and Liberty street is entirely worn out, and needs to be re-graveled. We would, therefore, report against the passage of said motion.

Respectfully submitted,

N. S. BYRAM,

T. C. READING,

Board of Public Improvements.

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*Indianapolis*, February 18, 1878.

To the Mayor, Common Council, and Honorable Board of Aldermen of the City of Indianapolis:

*Gentlemen*:—Under the provisions of an ordinance creating a Board of Public Improvements, the undersigned members of said Board would recommend that the City Civil Engineer be directed to prepare and report ordinances as follows:

First. To re-gravel, bowlder the gutters, and curb the sidewalks with stone curbing, Ohio street, from Alabama street to East street.

Second. To curb the sidewalks with stone curbing, and bowlder, West street, from Kentucky avenue to Washington street.

Third. To re-gravel North street from East to Liberty street.

We have thoroughly examined the above named streets, and, from the condition we find them in, feel justified in making the above recommendation, as the streets named are badly in need of the above mentioned improvements.

Respectfully submitted,

N. S. BYRAM,

T. C. READING,

Board of Public Improvements.

The Hospital Board, through Councilman Izor, submitted the following reports from the Superintendent of the City Hospital and Branch; which were duly received:

The following report of the City Hospital and Branch, for the month ending February 28th, 1878, is respectfully submitted:

NO. OF BEDS IN HOSPITAL—100.						
	First Week.	Second Week.	Third Week.	Fourth Week.	Three Days.	Total.
Number of Patients at last report—adults.....	50	53	59	62	.....	.....
Number of Patients at last report—infants.....	5	4	3	3	.....	.....
Received New Patients adults.....	12	15	11	10	.....	48
Births, or Received—infants.....	3	.....	2	2	.....	6
Discharged—adults.....	9	9	8	10	.....	36
Discharged—infants.....	2	1	1	1	.....	5
Died—adults.....	.....	.....	.....	.....	.....	.....
Died—infants.....	1	.....	1	.....	.....	2
Number of Patients remaining—adults.....	53	59	62	62	.....	.....
Number of Patients remaining—infants.....	4	3	3	4	.....	.....
Number of Patients in Branch—adults.....	.....	.....	.....	.....	.....	.....
Number of Patients in Branch—infants.....	.....	.....	.....	.....	.....	.....
Aggregate No. days of Patients in Hospital—adults.....	368	377	451	429	.....	1625
Aggregate No. of days Patients in Hospital—infants.....	29	22	25	26	.....	102

Total Expenditures for month.....	\$ 994 03
Expended on account of permanent improvements.....	\$ 19 80
Collected and paid to City Treasurer....	23 25
Net Expenditures for subsistence, etc., during month.....	971 98
Aggregate number of days subsistence furnished.....	2203
Average net expense per capita per diem of patients and employes..	43.2 cts.

W. H. DAVIS, M. D., Superintendent.

REPORTS, ETC., FROM STANDING COMMITTEES.

The Committee on Contracts, through Councilman Brown, submitted the following reports; which were concurred in, and the several contracts duly awarded, as recommended:

Indianapolis, March 4, 1878.

To the Mayor and Common Council:

Gentlemen:—Your Committee on Contracts, to whom were referred sundry proposals presented to the Council February 18th, 1878, have examined the same, and find them to be as follows, to-wit:

First. For grading and graveling the first alley east of Cook street, from Georgia street to Louisiana street—

Geo. W. Buchanan, 19 cents per lineal foot front on each side.

Henry Clay, 16 cents per lineal foot front on each side.

R. P. Dunning, 15 cents per lineal foot front on each side.

Fred Gansberg,  $14\frac{1}{2}$  cents per lineal foot front on each side.

McKnight & Co.,  $14\frac{1}{2}$  cents per lineal foot front on each side.

D. A. Haywood, 14 cents per lineal foot front on each side.

Jas. W. Hudson, 13 cents per lineal foot front on each side.

Wm. Murphy,  $12\frac{1}{2}$  cents per lineal foot front on each side.

James Mahoney,  $11\frac{1}{2}$  cents per lineal foot front on each side.

James Mahoney being the lowest and best bidder, your committee recommend that he be awarded the contract.

Second. For grading, and paving with brick, the sidewalks of First street, from Illinois street to Meridian street—

Henry Clay 25 cents per lineal foot front each side.

E. H. Roney, 24 cents per lineal foot front each side.

James Mahoney, 23 cents per lineal foot front each side.

Jas. W. Hudson, 21 cents per lineal foot front each side.

D. A. Haywood, 20 cents per lineal foot front on each side.

R. P. Dunning, 27 cents per lineal foot front.

E. B. Elliott,  $23\frac{1}{2}$  cents per foot front.

McKnight & Co., 23 cents.

James H. Hart 19 cents per lineal foot.

James H. Hart being the lowest and best bidder, we recommend that he be awarded the contract.

Respectfully submitted,

M. L. BROWN,

T. C. READING,

Committee on Contracts.

Indianapolis, March 4, 1878.

To the Mayor and Common Council:

*Gentlemen*:—The Committee on Contracts, to which was referred the proposals presented to Council, February 18th, 1878, for constructing a brick sewer from the east line of the Central Station House, in and along Pearl street, to the first alley east of Delaware street; thence, south, in and along said alley, to Maryland street; thence, west, in and along Maryland street, to connect with the Virginia avenue sewer, have examined the same, and find them to be as follows, to-wit:

D. A. Haywood, \$2 20 per front foot on each side for the sewer; catch-basins, \$60.00, complete; manholes, \$15.00; and house-connections, \$1.25 each.



John A. Whitsit, \$1.67 per lineal foot for the sewer; catch-basins, \$45 each; manholes, \$12 each; and for house-connections, 75 cents each.

A. Bruner, \$1.30 per lineal foot for the sewer; catch-basins, \$40 each, complete; manholes, \$20 each, complete; and house connections for 50 cents each, 8 inch pipe.

A Bruner being the lowest and best bidder, your committee recommend that he be awarded the contract,

Respectfully submitted,

M. L. BROWN,  
T. C. READING,  
Committee on Contracts.

The Committee on Benevolence and Hospitals, through Councilman Walker, presented the following reports; which were severally received:

*Indianapolis, March 1, 1878.*

*Report of City Dispensary for the month of February, 1878.*

Number of Patients treated and prescribed for at the Dispensary..... 384

		DISEASES.			
	Cases.		Cases.		Cases.
Syphilis.....	28	Pneumonia.....	9	Variocele.....	1
Intermittent fever.....	72	Pleurodynia.....	1	Wakefulness.....	1
Remittent fever.....	10	Pleurisy.....	4	Gleet.....	3
Gonorrhœa.....	8	Asthma.....	1	Epiditimus.....	1
Debility.....	6	Epilepsy.....	5	Marasma.....	1
Dyspepsia.....	5	Anæmia.....	9	Orchitis.....	3
Scarletina.....	2	Menopause.....	2	Pharyngitis.....	2
Neuralgia.....	24	Hysteria.....	2	Erimous.....	1
Lumbago.....	1	Eczema.....	2	Catarrh.....	4
Rheumatism.....	13	Biliousness.....	2	Sciatica.....	3
"    Acute.....	2	Convulsions.....	1	Consumption.....	9
Bronchitis.....	26	Leucorrhœa.....	3	Pelvis Cellutis.....	1
Worms.....	3	Dysmenorrhœa.....	1	Dropsy.....	2
Tape-worm.....	1	Blenorrhœa.....	1	Indigestion.....	1
Laryngitis.....	1	Amenorrhœa.....	3	Stomitis.....	1
Tonsillitis.....	3	Kidney Disease.....	1	Coughs and Colds.....	17
Scrofula.....	3	Psoria.....	1	Hemisplesia.....	1
Constipation.....	5	Sore mouth.....	5	Croup.....	1
Diarrhœa.....	6	Conjunctiveness.....	1	Migrain.....	1
"    Chronic.....	1	Typho-Malaria.....	4	Pott's Disease.....	1

## NUMBER OF SURGICAL CASES.

Cases.	Cases.	Cases.
Whitlow . . . . . 2	Motor Paralysis of left side . . . . . 1	Disease of knee . . . . . 2
Fracture of ribs . . . . . 2	Stricture . . . . . 2	Ulcer in leg . . . . . 1
Caries of shoulder bone 1	Injury to spine . . . . . 1	Orchitis Traumatic . . . . . 1
Carbuncle . . . . . 2	Abscess . . . . . 4	Hydrocele . . . . . 1
Burned by fire . . . . . 1	Frac. Spinal Process . . . . . 1	Perostitis . . . . . 1
Cancer . . . . . 1	Cervical Hypertrophy 1	Orchitis . . . . . 1
Recto-Vaginal fistula . . 1	Frosted hands . . . . . 1	Threatened Abortion . . . 1
Injury to knee . . . . . 1		
Number of Teeth extracted . . . . .		14
Number of Vaccinations . . . . .		3
Number of visits made by Dr. Hubbard at night . . . . .		5

## CONDENSED REPORT.

Number of visits made to families in District North . . . . .	144
Number of visits made to families in District South . . . . .	95
Number of visits made to Station House . . . . .	40
Number of patients prescribed for at Dispensary . . . . .	384
Total number of prescriptions filled . . . . .	940
Number of surgical cases . . . . .	30
Number of extractions of teeth . . . . .	14
Number of vaccinations . . . . .	3
Number of births . . . . .	1
Number of deaths . . . . .	5

Prescriptions filled at the Dispensary from Physicians not connected with the same:

Dr. Elder, 16; Dr. Waters, 14; Dr. Brennan, 7; Dr. Bullard, 6; Dr. Woolfolk, 6; Dr. Woollen, 6; Dr. Harvey, 4; Dr. Pettijohn, 4; Dr. Featherston, 3; Dr. Cunningham, 3; Dr. I W. Stratford, 3; Dr. A. Stratford, 2; Dr. Funkhouser, 2; Dr. Pink, 2; Dr. Foulds, 2; Dr. Bennett, 2; Dr. Scheller, 2; Dr. Jameson, 1; Dr. Chambers, 1; Dr. Lutz, 1; Dr. Youart, 1; Dr. Hadley, 1; Dr. Bigelow, 1; Dr. Kitchen, 1; Dr. Murdock, 1; Dr. Riddell, 1.—Total, 93.

Respectfully submitted,

OTTO E. MUELLER.

The Committee on Judiciary, through Councilman Byram, submitted the following report; which was concurred in:

*Indianapolis*, March 4, 1878.

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

*Gentlemen*:—Your Committee on Judiciary would call the attention of the Council to the fact that the edition of "Charter and Ordinances" belonging

to the city, is exhausted, and there will soon be a necessity for having a further supply of them for the use of the city. The edition of 1875 was prepared and printed at the expense of the city, and cost about \$6.50 a volume.

We would recommend that the Judiciary Committee and City Attorney be instructed to investigate and report if a new edition can be procured, by the city agreeing to take three hundred copies, at not to exceed \$3 50 a volume, provided the same be prepared under the direction of the City Attorney.

Respectfully submitted,

N. S. BYRAM,  
ROBT. B. BAGBY,  
Committee on Judiciary.

The Committee on Public Buildings, through Councilman Cochran, submitted the following report; which was concurred in:

*Indianapolis, March 4, 1878.*

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

*Gentlemen:*—Your Committee on Public Buildings, to whom was referred the petition of R. J. Johnson, asking permission to occupy a room in the basement of the Court House as a restaurant, would most respectfully recommend that the prayer of the petitioner be not granted.

Respectfully submitted,

WM. M. COCHRAN,  
N. S. BYRAM,  
J. B. DILL,  
Committee on Public Buildings.

The Committee on Railroads and City Attorney, through Councilman Case, submitted the following report; which was duly received and concurred in:

*Indianapolis, March 4, 1878.*

To the Mayor, Members of the Common Council, and  
Board of Aldermen of the City of Indianapolis:

*Gentlemen:*—Your Committee on Railroads, together with the City Attorney, to whom was referred the general ordinance No. 17, 1877, would report that we have examined the same, and recommend that it be referred to the Judiciary Committee and City Attorney.

We would also recommend that an ordinance be passed at once, to enable the C. C. C. & I. R. R. and the I. P. & C. R. R. Companies to at once proceed to comply with the provisions of the contract between them and the city; and to that end, we herewith present an ordinance fully covering the ground, and

would recommend that the rules be suspended and the same be passed to-night.

Respectfully submitted,

J. L. CASE,  
M. STEINHAUER,  
A. L. WRIGHT,  
Committee on Railroads.  
R. O. HAWKINS, City Attorney.

The general ordinance transmitted with above report was read the first time; and then the rules were suspended, for the purpose of reading it the second and third times, and placing it on its passage, by the following vote:

Affirmative—Councilmen Bagby, Brown, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, McGinty, Pouder, Reading, Sindlinger, Steinhauer, Stoner, Thomas, Tucker, Walker, Watts, Wood, A. L. Wright, and W. G. Wright—23.

Negative—None.

Said ordinance (which is as follows) was then read the second time, ordered to be engrossed, and read the third time:

G. O. 4, 1878—An ordinance ratifying and confirming the Contracts heretofore entered into between The City of Indianapolis and The Cleveland, Columbus, Cincinnati, and Indianapolis Railway Company and The Indianapolis, Peru, and Chicago Railway Company, and empowering said Companies to carry out the provisions of the same, and for other purposes.

WHEREAS, The Cleveland, Columbus, Cincinnati, and Indianapolis Railway Company and The Indianapolis, Peru and Chicago Railway Company entered into a contract with The City of Indianapolis, which was accepted by the Common Council of said city on June 5th, 1876, which contract is in the words and figures following,—

WHEREAS, Two suits are now pending in the Civil Circuit and Superior Courts of Marion County, between the City of Indianapolis and the C., C., C. & I. R. W. Co., concerning the opening of Michigan street, and the use of the grounds now belonging to said company lying between Massachusetts avenue and Market street;

AND WHEREAS, The said C., C., C. & I. R. W. Co., and the I., P. & C. R. R. Co., as between themselves, are proposing to re-arrange their tracks within the City of Indianapolis,—abandoning some, changing, consolidating, and



building others, and otherwise providing for their mutual benefit and convenience, as well as that of the public;

AND WHEREAS, To do so it is essential that the city and each of said railroad companies should have their rights definitely and permanently fixed, so that hereafter no controversy in relation thereto can or shall arise:

Now, as a compromise and settlement of all matters in controversy in said suits, and as a full and final adjustment of the question of the rights of said company and said city over said premises, and the future occupancy and control of the same, and in order to enable it to fully carry into effect its proposed arrangement and contract with said I., P. & C. R. R. Co., and secure mutual protection therein, the said C., C., C. & I. R. W. Co. offers the following propositions for a complete and amicable adjustment of all of said matters in controversy, to which the said I., P. & C. R. R. Co., as to all matters and things relating to it, assents and agrees.

*First.* The City of Indianapolis shall, on the petition of said C., C., C. & I. R. W. Co., without cost to it, vacate forever all that part of East Second street lying south of Massachusetts avenue.

*Second.* And also, in like manner, to vacate so much of East Maryland street as lies between East street and Pogue's Run.

*Third.* And also, in order to afford convenient access by the public to the proposed upper city freight depots that may be hereafter erected by this or the I., P. & C. R. R. Co. south of Massachusetts avenue, the city will, without cost to either, widen the alley lying between lots 25 and 26, in out-lot 43, to the width of sixty feet, and maintain the same as a continuation of John street, and, when said depot or depots are erected, permit said railway companies to lay, use, and maintain such side tracks and switches as they may find necessary for the convenient transaction of their business at such depot or depots. But they shall not cross or touch Massachusetts avenue or John street with said tracks and switches. The C., C., C. & I. R. W. Co. agree to widen John street where it passes through their grounds west of their tracks, to the width of sixty feet.

*Fourth.* And also, in order that said companies, or either of them, may conveniently reach their proposed lower city freight depots, to be erected on the square No. 79 in said city, on or near Alabama street, said city shall grant to the said companies the irrevocable privilege to lay, use, and maintain such tracks as they may deem necessary for the convenient transaction of their business with the public, across East and New Jersey streets, and intervening streets and alleys between Pearl street and their tracks on the north side of Pogue's Run; but at the crossing of New Jersey street no track shall be laid down or maintained north of the north line of square 79; and said city shall

not at any time lay out, open, and maintain any alley, street, or passage-way over the ground owned by the said companies, or either of them, between East and Alabama streets and Pearl street and Pogue's Run.

*Fifth.* The grounds now held by said companies, in squares 79, 80, 83, and 84, together with the grounds in squares 83, 84, and 85, lying north of the Union Railway tracks, to be purchased by parties other than those to this contract, and the same conveyed free of incumbrance, in fee simple, to said I., P. & C. R. Co., shall be divided between them, so as to give to the I., P. & C. Co. all lying north of, and to the C., C., C. & I. Co. all south of, a line commencing at a point forty feet west of the west side of Liberty street and two hundred and twelve feet north of the north side of Maryland street, which starting point shall be at least three feet south of the south rail of the present switches of the said I., P. & C. Co. to its round-house, which line shall be drawn in a southwesterly direction, so as to leave of the grounds of the I., P. & C. Co. south of said line an amount equal in square feet to one hundred and thirty feet off the north side of that part of square 79 held by the C., C., C. & I. Co., which line shall be located as near as practicable to the line shown by the Survey Map made by Jas. W. Brown, Civil Engineer, and in a way so as to make both parcels as available as possible for railway purposes; and when the line is fixed by said Brown, each company shall convey to the other, by warranty deed, in fee simple, so as to give all of said grounds lying south of said line to the C., C., C. & I. Co., and all lying north of said line, including one hundred and thirty feet of the north side of square 79, to the I., P. & C. Co. The line of division named in this section is not permanently fixed, but is to be fixed by the companies themselves, so as to give the I., P. & C. Co. one hundred and thirty feet off the north end of square 79, and an equal number of square feet to the C., C., C. & I. Co. off the south side of the I., P. & C. Co.'s grounds. If, in the division, an excess of ground falls to either, it shall be paid for by the company receiving the same, at its fair value.

*Sixth.* And each company shall maintain, under the direction of the city authorities, good and safe plank-crossings at the several street and alley crossings, when said switches and tracks are constructed.

*Seventh.* The I., P. & C. Co. shall abandon its main track from Cross street to Christian avenue, and, from the north side of North street, all of its tracks to Market street, and shall be furnished, free of cost to said company by parties other than those to this contract, the perpetual right of way from a convenient point north of Christian avenue, on and along the west side of Macy street to Massachusetts avenue; and, in like manner, the right of way of a width sufficient to operate a single track, and not less than fifteen feet in width, so as to connect its proposed main track by a cross-over switch, with

so much of its present track as shall remain between Cross and North streets; and shall have the right to locate, and shall use and maintain its main tracks between Massachusetts avenue and Winston street at its junction with Ohio street, on a strip of ground twenty-five feet wide, which the C., C., C. & I. Co. will deed to the said I., P. & C. Co., in fee simple, out of a strip one hundred feet wide between said points—the same to be laid out and used as hereinafter set forth. And the two tracks of the C., C., C. & I. Co., from Winston street at its junction with Ohio street to Market street, shall be used and maintained in common by both companies, the same as now used in common from Market street south to the Union tracks; and the said companies agree to surrender all right to use Railroad street, from north side of North street to Market street, when abandoned as aforesaid by the I., P. & C. Co.

*Eighth.* Upon the acceptance and fulfillment of the foregoing provisions, the C., C., C. & I. Co. will re-arrange its tracks over its said grounds between Massachusetts avenue and Ohio street, so as not to occupy a space of more than one hundred feet wide at any street crossing, including said twenty-five feet to be given to said I., P. & C. Co., said C., C., C. & I. Co. being granted the privilege, at any time its officers may find it necessary to accommodate the business of said road, to lay, use, and maintain two tracks in addition to those now in use from Ohio to the east line of Noble street, said one hundred feet strip to be laid out over said Second street, and passing south through its said grounds on a line east of, or near to, its present shops and round-house, and near to its present transfer depot; and there shall not be more than seven tracks on said strip at any of said street crossings, including the I., P. & C. Co.'s track.

*Ninth.* And when its tracks are so re-arranged, it will open and extend Michigan, North, Vermont, St. Clair, and Biddle streets across its present grounds and the tracks as aforesaid, to the full width of said streets in said city immediately west thereof, and grade and gravel the same under the direction of the City Civil Engineer, free of all cost and expense to the city, within two years from this date, or sooner if it can conveniently, without detriment to its business, and also open and extend Maryland street through square 79 as hereinafter provided. In consideration whereof, and as liquidated damages, the said city shall pay to the said C., C., C. & I. R. W. Co. fifteen thousand dollars, as follows: one-third in one, one-third in two, and one-third in three years, with six per cent. interest. When this contract shall have been accepted by all the parties hereto, the city shall issue to said company her orders on the City Treasurer, payable as herein provided; and further, that the city shall not, at any time, open, or permit any other street or alley to be laid out, opened, or extended over its said grounds between



Massachusetts avenue and Market street, except by the written consent of the company.

*Tenth.* And if at any time said city shall build or permit any bridge or viaduct to be built over said strip hereby exclusively reserved for tracks and railway purposes, one hundred feet wide as aforesaid, the height of said passage-ways and the width between the arches or supports, shall be fixed by the Chief Engineers of the respective railroad companies and the City Civil Engineer, so as to secure the free and safe passage of all locomotives and trains through and under the same, and prevent accidents to passengers and employes.

*Eleventh.* And all passage-ways that may hereafter be built over or under said strip one hundred feet wide, shall be without any other cost or expense to said companies, or either of them, other than their share of any general tax levied therefor on all property then within the limits of said city.

*Twelfth.* The track to be built for the I., P. & C. Co. from Massachusetts avenue to Winston street, and there connecting with the present main line of the C., C., C. & I. Co., shall be a gauge of four feet eight and one-half inches, which track shall be built for and furnished to said I., P. & C. Co., free of cost, except that said company shall allow the iron now on its main track lying between Market and North streets, to be taken and used in making said new track: *And provided further,* That the other cost and expense incurred in building said track, shall be borne and paid by parties other than the parties to this agreement. And the I., P. & C. Co. shall build a like track alongside thereof, upon said twenty-five feet strip, which track shall be connected by proper switches with another track to be built or furnished alongside thereof by the C., C., C. & I. Co. on its grounds; and said two tracks shall be used and maintained jointly and in common by both companies, as a double track. The said two tracks to be built and used in common, shall be upon a compromise gauge of four feet nine and one-fourth inches.

*Thirteenth.* The work necessary to be done in changing the tracks of, and so adjusting or changing the position of the present city freight depot of, the I., P. & C. R. R. Co., so as to remove it from the grounds to be deeded to the C., C., C. & I. R. W. Co., necessitated by the change of property herein provided for, shall be done by parties other than those to this agreement, free of cost to said I., P. & C. Co. or the city.

*Fourteenth.* Maryland street shall be opened and extended through square 79, forty feet wide, upon and over the proposed line dividing the grounds of said railway companies, as herein provided for, each company giving twenty feet for the use of said street.



*Fifteenth.* All promises, privileges, covenants, and agreements herein accrue to and rest upon the successors and assigns of each.

*Sixteenth.* This settlement to be in force when signed by the proper officers of said companies and accepted by the Common Council of said city, and a copy filed in said courts where said suits are pending, and judgment rendered therein by agreement and for the plaintiff, in conformity with the provisions of this compromise and agreement.

We, DAVID MACY, for the Indianapolis, Peru & Chicago Railroad Company, and H. B. HURLBUT, for the Cleveland, Columbus, Cincinnati & Indianapolis Railway Company, hereby covenant and agree that the railway companies we respectively represent will accept and carry out and perform the terms, provisions, and obligations contained in the foregoing contract, upon the acceptance and performance of the provisions therein contained by the other parties thereto.

DAVID MACY, Pres't I., P. & C. R. R. Co.

H. B. HURLBUT, Pres't C., C., C. & I. R. W. Co.

AND WHEREAS, Said railway companies have, in pursuance of said contract, and for the purpose of fulfilling and carrying out the same, entered into a mutual contract between themselves, which is in the words and figures following:

*Contract between The Cleveland, Columbus, Cincinnati and Indianapolis Railway Company and The Indianapolis, Peru and Chicago Railway Company.*

WHEREAS, On the 10th day of April, A. D. 1876, a certain contract was entered into between the Cleveland, Columbus, Cincinnati and Indianapolis Railway Company and the Indianapolis, Peru and Chicago Railway Company, of the one part, and the City of Indianapolis, of the other part, relative to certain suits pending in the Civil Circuit and Superior Courts of Marion county, Indiana, between the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company and said City of Indianapolis, and in relation to the changing and use of tracks through said City of Indianapolis, now and to be hereafter used by said railroad companies, and the title, use, and occupation of certain lands mentioned therein, and other matters and things therein specified and referred to, which contract was duly ratified by said City of Indianapolis, by a resolution of the City Council of said City of Indianapolis, passed on the 5th day of June, A. D. 1876;

AND WHEREAS, In order to fully carry out said contract, and secure the benefits and privileges therein specified, and fully protect each of said railroad companies, it becomes and is necessary that the rights, privileges, and liabilities of each of said railroad companies should be definitely settled and determined, as between themselves, in reference thereto:

*Now, Therefore,* This memoranda of agreement is made and entered into this 20th day of February, A. D. 1878, between The Cleveland, Columbus, Cincinnati and Indianapolis Railway Company, of the first part, and The Indianapolis, Peru and Chicago Railway Company, of the second part, as follows:

1st. The said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company shall convey to the said Indianapolis, Peru and Chicago Railway Company, by warranty deed, in fee simple, the following described real estate, to-wit: Commencing on the south line of Massachusetts avenue, at a point one hundred and forty-three feet and (4) four inches from the intersection of the east line of Second street with the southerly line of Massachusetts avenue, four (4) feet west of the west rail of the east main track of said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company, as now staked and determined, and to be hereafter placed; thence, southerly, along and parallel to said main track, to the east line of Winston street; thence, northerly, along the east line of Winston street, to a point twenty-five (25) feet distant, at right angles, from the easterly line of said strip; thence, northerly, parallel to said easterly line, and twenty-five (25) feet distant therefrom, to the south line of Massachusetts avenue; and thence, northeasterly, with the southerly line of Massachusetts avenue, to the place of beginning; being a strip of ground twenty five (25) feet wide, and extending from the southerly line of Massachusetts avenue, from the point aforesaid, south and southwesterly with the line of the main track aforesaid, to the east line of Winston street, near Ohio street, in the City of Indianapolis, county of Marion, and State of Indiana, subject to the rights, easements, and conditions hereinafter specified.

2d. The said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company shall convey, or cause to be conveyed, to the Indianapolis, Peru and Chicago Railway Company the perpetual right-of-way, of a width sufficient to operate a single track and not less than fifteen feet in width, so as to connect its proposed new four feet eight and one-half inch track in said twenty-five (25) feet strip, by a cross-over switch, with so much of present track as shall remain between Cross and North streets, after its main track shall be located as hereinafter set forth, commencing at a point opposite, about one hundred and sixty (160) feet south of the south line of Massachusetts avenue, measured on the east line of East Second street, and on the west line of said twenty-five feet strip; thence, in a southwesterly direction, describing the necessary line of curvature, as shall be required by said connecting track, across the lands and lots of the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company, to the north line of Cross street, and, from the south line of Cross street, over and upon lots forty-two (42) and forty-

three (43), in Stumph's Subdivision of out-lots forty-four (44) and forty-three (43), to the easterly line of Peru street.

3d. The said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company shall have the right to construct, at its own expense, a railroad crossing across said twenty five (25) feet strip, so above agreed to be conveyed in section one, and across the track or tracks thereon, from its said main track, for the transaction of business on or along its own land lying west of said strip, said track to be built at a convenient point not less than one hundred and eighty (180) feet, nor more than three hundred (300) feet, south of the south line of Massachusetts avenue; and it shall be used so as not to interfere with the use of the independent track on said strip, owned by the said Indianapolis, Peru and Chicago Railway Company; but said use shall be subject to such rules and regulations as shall, from time to time, be agreed upon by the parties of the first and second part; and said crossing shall be put in and maintained by the said party of the first party, at its own expense; and if the same shall get out of repair, it shall be immediately repaired by the party of the first part, upon being notified of said crossing being out of repair, and if the same shall not be immediately repaired by the party of the first part, the party of the second party may make said repairs at the expense of the party of the first part. The said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company also reserves the right to the joint use of said twenty-five (25) feet strip along and in front of the depot and depot grounds at Massachusetts avenue, except as to the Indianapolis, Peru and Chicago Railway track thereon.

4th. The grounds now held by the parties hereto, in squares seventy-nine (79) and eighty (80), and out-lots eighty-three (83) and eighty-four (84), and the lands in square eighty (80), and in out-lots 83 and 84 and 85, lying north of the Union Railway track, to be conveyed by other parties to said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company, shall be divided as follows: The Cleveland, Columbus, Cincinnati and Indianapolis Railway Company shall convey, by warranty deed, to the Indianapolis, Peru and Chicago Railway Company the following lands, to-wit: The following real estate, situated in the City of Indianapolis, County of Marion, and State of Indiana, to-wit: Beginning on the east side of Alabama street, at the intersection of the north line of the grounds of the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company with said east line in square seventy-nine (79); thence, east, on said north line, four hundred and twenty (420) feet, to the west line of New Jersey street; thence, south, on said west line, one hundred and forty (140) feet; thence, west, parallel with said north line, and one hundred and forty feet distant therefrom, to the east line of Alabama street; thence, north, on said east line, one hundred and forty feet,



to the place of beginning, and containing fifty-eight thousand eight hundred (58,800) square feet. Also, beginning on the east side of New Jersey street, at the intersection of the line between the grounds of Edward King and the Indianapolis, Peru and Chicago Railway Company with said east side of said street, in square number eighty (80); thence, north, on the east line of New Jersey street, forty-three (43) feet; thence, east, one hundred and eleven (111) feet, to the intersection of the north line of the grounds of said Indianapolis, Peru and Chicago Railway Company; thence, in a southwesterly direction, on said north line, one hundred and sixteen and eight-twelfths (116  $\frac{8}{12}$ ) feet, to the east line of New Jersey street, to the place of beginning, and containing two thousand three hundred and eighty-four and three-tenths (2,384  $\frac{3}{10}$ ) square feet. Also, beginning at a point in the line between Edward King and the Indianapolis, Peru and Chicago Railway Company's ground, that is, one hundred and five (105) feet east of the east line of East street, and sixty-two and six-twelfths (62  $\frac{6}{12}$ ) feet north of the north line of Maryland street, in out-lot numbered eighty-four (84); thence, north, on said line between said railway company and said King, sixty-seven and six-twelfths (67  $\frac{6}{12}$ ) feet, to the northeast corner of the said railway company's grounds; thence, in a northeasterly direction, one hundred and nine and four-twelfths (109  $\frac{4}{12}$ ) feet to the northwest corner of certain other grounds of said railway company, and one hundred and sixty and ten-twelfths (160  $\frac{10}{12}$ ) feet north of the north line of Maryland street, and in Edward King's east line; thence, south, on said east line between said King and said railway company, forty-six and ten-twelfths (46  $\frac{10}{12}$ ) feet; thence, in a southwesterly direction, on a certain line surveyed and established on the 2d day of November, A. D. 1877, as a dividing and boundary line between the grounds and real estate of said Cleveland, Columbus, Cincinnati and Indianapolis, and Indianapolis, Peru and Chicago Railway Companies (said boundary line being a curved line, having a radius of two thousand eight hundred and sixty-five (2,865) feet), one hundred and seventeen and three-twelfths (117  $\frac{3}{12}$ ) feet, to the place of beginning, and containing five thousand nine hundred and fifty-five and thirty-three-hundredths (5,955  $\frac{33}{100}$ ) square feet. Also, beginning at the northeast corner of a certain piece of ground owned by said Indianapolis, Peru and Chicago Railway Company, in out-lot numbered eighty-three (83), that is, one hundred (100) feet west of the west line of Liberty street, and two hundred and six (206) feet north of the north line of Maryland street, at the intersection of the line between W. L. Wingate and Edward King, at said northeast corner; thence, in a northeasterly direction, twenty-two and six-twelfths (22  $\frac{6}{12}$ ) feet, to the intersection of the west line of a certain other piece of ground belonging to E. King; thence, in a northeasterly and direct line, twenty-two



and six-twelfths (22 6-12) feet, to the southwset corner of the grounds of Charles Beck; thence, south, on the line between E. King and Macy and King, twenty-eight feet, to a point in a certain boundary line hereinbefore referred to, and surveyed November the 2d, A. D. 1877, between said railway companies; thence, in a southwesterly direction, on said line, forty-five and four-twelfths (45 4-12) feet, to where said line intersects said Indianapolis, Peru and Chicago Railway Company's grounds; thence, north, on said east line, thirty-one feet, to the place of beginning, and containing one thousand one hundred and eighty (1,180) square feet. Also, beginning at the southwest corner of the grounds of Charles Beck, in out-lot numbered eighty-three (83), said southwest corner being sixty feet west of the west line of Liberty street, and two hundred and twenty-five (225) feet north of the north line of Maryland street; thence, east, on said Beck's south line, twenty (20) feet; thence, south, on the line between Macy and King and G. H. Chapman, seventeen (17) feet, to a point in said line that is forty (40) feet west of the west line of Liberty street, and two hundred and eight (208) feet north of the north line of Maryland street and the northeastern terminus of the boundary line hereinbefore referred to as surveyed and established November 2d, A. D. 1877; thence, in a southwesterly direction, on said boundary line, twenty-two and eight-twelfths (22 8-12) feet, to the line between E. King and Macy and King; thence, north, on the line between said King and said Macy and King, twenty-eight (28) feet, to the place of beginning, and containing four hundred and fifty (450) square feet.

And the Indianapolis, Peru and Chicago Railway Company shall convey, by warranty deed, to the Cleveland, Columbus, Cincinnati and Indianapolis Railway Company the following land in Indianapolis, to-wit: Beginning at a point in the east line of New Jersey street, in square numbered eighty (80), (that is three hundred and twenty-eight and one-twelfth (328 1-12) feet south of the south line of Pearl street, said point being the point of intersection of a certain line surveyed and established on the 2d day of November, A. D. 1877, as a dividing and boundary line between the grounds and real estate of said Indianapolis, Peru and Chicago and Cleveland, Columbus, Cincinnati and Indianapolis Railway Companies); thence, on said boundary line so surveyed, curving with a radius of nine hundred and fifty-five (955) feet in a northeasterly direction, for a distance of one hundred and eleven and six-twelfths (111 6-12) feet; thence, continuing on said boundary line, curving with a radius of two thousand eight hundred and sixty-five (2,865) feet in a northeasterly direction, to the west line of East street, and intersecting said west line, two hundred and eleven and eleven-twelfths (211 11 12) feet south of the south line of Pearl street; thence south on the west line of East street, eighty-seven (87) feet, to the northeast corner of said Indianapolis, Peru and

Chicago Railway Company's ground; thence, southwesterly, on the southerly line of said Indianapolis, Peru and Chicago Railway Company's grounds, four hundred and thirty-nine and four-twelfths (439 4-12) feet, to the southwest corner of the same, on the east line of New Jersey street; thence, north, on the east line of New Jersey street, one hundred and five-twelfths (100 5-12) feet, to the said boundary line and place of beginning, and containing thirty-six thousand eight hundred and fifty-one and thirty two hundredths (36,851 32-100) square feet. Also, beginning on the northeast corner of Maryland and East streets, in out lot eighty four (84); thence, north, on the east line of East street, eighteen (18) feet, to the boundary line hereinbefore described as the boundary of the grounds and real estate between the Indianapolis, Peru and Chicago and the Cleveland, Columbus, Cincinnati and Indianapolis Railway Companies; thence, from its intersection with the east line of East street, in a northeasterly direction, with a radius of two thousand eight hundred and sixty-five (2865) feet, a distance of one hundred and fourteen and ten-twelfths (114 10 12) feet, to the east line of said grounds and the line between said railway company and E. King; thence, south on said line, sixty-two and six-twelfths (62 6 12) feet, to the north side of Maryland street; thence, on the north line of Maryland street, west, one hundred and five (105) feet, to the corner of East and Maryland streets, to the place of beginning, and containing four thousand two hundred and twenty-six and twenty five hundredths (4,226 25 100) square feet. Also, beginning at the southwest corner of a certain piece of ground, in out lot number eighty-three (83), belonging to the Indianapolis, Peru and Chicago Railway Company, in the north line of Maryland street, two hundred and nine and ten one-half-twelfths (209 10½ 12) feet west of the west line of Liberty street; thence north, one hundred and fourteen (114) feet, to the boundary line referred to hereinbefore as surveyed and established on the 2d day of November, A. D. 1877; thence, in a northeasterly direction, on said dividing line, one hundred and twenty-six and one-twelfth (126 1-12) feet, to where said boundary line intersects the east line of said Indianapolis, Peru and Chicago Railway Company's ground; thence, south, on said east line, one hundred and seventy-five feet, to the north line of Maryland street; thence, west, on the north line of Maryland street, one hundred and nine and ten and one-half twelfths (109 10½-12) feet, to the place of beginning, and containing fifteen thousand eight hundred and seventy-six and ninety-three one-hundredths (15,876 93-100) square feet.

And the fact that there are mortgages or trust deeds on the lands so conveyed by said companies respectively shall not authorize the rejection of any deed, and there shall be no liability of either of said companies, by reason of the covenants in said deed, until the party is evicted from its possession by reason of or by virtue of said mortgages or deeds of trust.

5th. Two tracks shall be provided or built, or the two tracks now in use may be used, from Massachusetts avenue to Winston street, which two tracks shall be used as joint tracks and in common by the parties hereto, between said points—one of which tracks shall be furnished or built by the Cleveland, Columbus, Cincinnati and Indianapolis Railway Company, on its own land, and the other shall be built by the said Indianapolis, Peru and Chicago Railway Company on the twenty-five (25) feet strip so conveyed to the said Indianapolis, Peru and Chicago Railway Company, as aforesaid. If the Indianapolis, Peru and Chicago Railway Company shall elect to use one of the said main tracks now used by the Cleveland, Columbus, Cincinnati and Indianapolis Railway Company as the track to be provided by it, it shall pay the Cleveland, Columbus, Cincinnati and Indianapolis Railway Company the value of the material thereof and of the labor of building the same.

6th. There shall be built for the Indianapolis, Peru and Chicago Railway Company, without expense to it (except it shall furnish therefor the iron from its track now lying between Market and North streets), a track on said twenty-five (25) feet strip, from Massachusetts avenue to Winston street, which shall be its exclusive property, except as to the railroad crossing aforesaid.

7th. The said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company shall also furnish its two tracks between Winston street and the Union Railway tracks—which tracks shall be used and maintained as joint tracks by the parties hereto, between said points, provided that the said Indianapolis, Peru and Chicago Railway Company shall pay said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company for one half of the material in, and one-half of the cost of building, said tracks; and the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company shall convey to the said Indianapolis, Peru and Chicago Railway Company a strip of land twelve and one half ( $12\frac{1}{2}$ ) feet in width, on which the west track is now situated between Winston and Market streets.

8th. The land between Market and Washington streets, together with the tracks thereon, shall be held and used by the two companies in common, as heretofore; and said tracks shall be used and maintained as double tracks, for the joint use of the two companies and as a part of their double track from the Union Railway tracks to Massachusetts avenue; and they shall be kept in repair, renewed, and maintained the same as the tracks between Market street and Massachusetts avenue, with the same division as to repairs, renewals, and maintenance.

9th. The said parties hereto shall jointly maintain, renew, and keep in repair said double tracks, so used by them jointly, between Massachusetts ave-



nue and the Union Railway tracks, and the same shall be kept up and maintained in good order, so as to constitute, at all times, a first-class track; or if said tracks are kept up, renewed, and maintained by the parties separately, upon a division of said tracks, then each party shall keep up, renew, and keep that part, so assigned to it, in first-class condition, not only as to material used but otherwise. And if either party shall fail or neglect, at any time, to keep its said assigned track in good repair and condition, as aforesaid, then the other party, upon three days' notice, shall have the right to put the same in complete repair, at the expense of such delinquent party; and the parties hereto having agreed to keep up and maintain said tracks separately, it is now hereby agreed that the said Indianapolis, Peru and Chicago Railway Company shall keep up, repair, and renew the west track, so used for a double track, and the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company shall keep up, repair, and renew the east track, so used for a double track, and this separate maintenance shall be observed and enforced until a different arrangement is mutually made by the parties hereto.

10th. The expense of planking said joint tracks at street crossings and otherwise, and repairs and renewals thereof, keeping flagmen at street crossings or other places required by the city, lighting said tracks, and all other expenses that are for the mutual benefit of the parties hereto, or are required by any ordinance or resolution of the City of Indianapolis, shall be borne equally by said companies, except that the expense of opening St. Clair, Biddle, North, Michigan, and Vermont streets, and graveling and planking the same upon such opening, shall be borne exclusively by said party of the first part.

11th. That in operating said joint main tracks, no freight trains, or trains of any class or kind, shall occupy any track now laid, or that may hereafter be laid and operated, as joint main tracks, except while in motion, other than passenger trains; and that no train of any class shall, in any manner, obstruct or interfere with the receipt and discharge of passengers and baggage at Massachusetts avenue Depot; and said grounds between Massachusetts avenue Depot and passenger trains so receiving or discharging passengers and baggage, shall, at all times, be kept clear and unobstructed by other trains during the time of such receipt or discharge of passengers and baggage. All trains between the Union Depot and Massachusetts avenue will be run as one road, having rights according to their grade—working, extra, and switching trains yielding to all regular trains, and freight to passenger, and passenger to express. In case trains of either road are delayed so as to come into the time of a train of similar grade belonging to the other road, the delayed train will give place to the train nearest to time. All trains shall approach Massa-



chusetts avenue station with the greatest care ; and all trains, other than passenger, and all engines without trains, shall come to a full stop not nearer than three hundred (300) feet from the nearest point of said depot, and proceed only when properly signaled, or when the track is known to be clear ; and if a target is erected at said depot, no train shall approach or pass said depot until the proper signal to do so is given. Trains following each other on said double track, shall do so at safe intervals, and shall at all times be kept under full control.

12th. That as soon as the deeds and conveyances herein referred to are executed and delivered, all obstructions, buildings, and tracks of every description shall be removed, or cause to be removed, by the parties hereto, so that each shall come into full possession of and to be able to proceed with their joint and several improvements, and comply with the conditions of this agreement and the agreement above referred to with the City of Indianapolis: *Provided*, That if the said Indianapolis, Peru and Chicago Railway Company shall desire to use its present freight depot and all the tracks now used in its yard west of Liberty street, the same shall not be removed or changed before August 1, 1879: *Provided*, That if said change is not made before July 1, 1878, the cost of such removal shall be borne by said Indianapolis, Peru and Chicago Railway Company: *And, provided further*, That the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company shall be under no obligations to re-arrange or change its tracks before August 1, 1879, unless the said Indianapolis, Peru and Chicago Railway Company are ready to change their tracks, and conform to this agreement, before that time: *Provided, also*, That the brick building on that part of said out-lot numbered seventy-nine (79), to be conveyed to the Indianapolis, Peru and Chicago Railway Company, is to remain on said property, to be transferred as a part and parcel thereof to said Indianapolis, Peru and Chicago Railway Company; the said party of the first part shall have the privilege of occupancy of said building until said party of the second part shall be ready to commence to build their new freight depot on said ground, without charge to said first party.

13th. It is further agreed, as a part of this contract, that the passenger depot at Massachusetts avenue, on the line of said tracks as above established (which depot is upon land belonging to the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company, and was built partially by donations and partly by the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company), shall be jointly occupied by said two railroad companies, without a charge of rent to either ; but all expenses in connection therewith, including taxes on the land on which it stands as well as that used in connection

therewith, salary of joint employes, insurance, necessary improvements and repairs to said depot and the platforms along and connected therewith, together with renewals thereof, shall be borne jointly and equally by the parties hereto. Joint agents, operators, and all other joint employes, to be selected jointly, and to be discharged upon the request of either party hereto. In case it should be desired by either party, separate telegraph offices are to be provided, each party to be at the expense of putting in, operating, and maintaining its own office. It is further understood and agreed that the first cost of building platforms and planking the tracks in front of said depot shall be borne entirely by the said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company.

14th. It is further agreed that, in the exchange of land herein provided, it appearing that the respective values of the lands so exchanged are so nearly equal, no charge for any excess or surplus in value or quality shall be made by either party against the other. It is further understood and agreed, by and between the parties hereto, that said party of the first part will sell to the party of the second part the track (rails and other material in the same), being the west track of the two tracks now used by said party of the first part, commencing at the north line of Market street and extending to the south line of Massachusetts avenue, for the sum of thirty-two hundred and fifty (\$3,250) dollars, the same to be furnished by the party of the second part as its track, for use by said parties as joint main tracks. The said Indianapolis, Peru and Chicago Railway Company reserves a right-of-way across land in lot number eighty-three (83), to be conveyed by it to said Cleveland, Columbus, Cincinnati and Indianapolis Railway Company, for a single track, to be definitely located from the Union Railway tracks, across Pogue's Run, to land still owned by it, in lots eighty-one (81) and eighty-two (82).

15th. It is further agreed that if, in operating said tracks, any damage is done to persons or property, the party operating the train, cars, or engines, or actually doing the injury complained of, shall assume all liability therefor, if legally liable, without claim or recourse on the other party.

16th. The true intention of this contract is to enable the parties hereto, upon an equitable basis, to use and maintain a double track between Massachusetts avenue and the Union Railway tracks, and, at the same time, comply with the wishes of the City of Indianapolis, and to secure to themselves, respectively, the rights and privileges granted and secured by the contract with said city, above referred to. And in order to do so, agree to mutually aid and assist each other, in all legitimate and proper means, to secure the enforcement of said contract and secure the benefits therein provided.

*In Witness Whereof*, The said parties have hereunto signed their names and affixed their seals, this day and year first above written.

THE CLEVELAND, COLUMBUS, CINCINNATI  
AND INDIANAPOLIS RAILWAY COMPANY.

[SEAL.]

By J. H. DEVERAUX, President.

Attest: GEORGE H. RUSSELL, Sec'y and Treas.

INDIANAPOLIS, PERU AND CHICAGO RAIL-  
WAY COMPANY.

[SEAL.]

By DAVID MACY, President.

Attest: L. G. CANNON, Secretary.

AND WHEREAS, Said railway companies are now ready, and are proceeding to fully carry out and comply with said contracts, re-arrange their tracks, and do all things required of them, or either of them, in compliance therewith;

AND WHEREAS, The Common Council and Board of Aldermen of the City of Indianapolis desire to aid said companies to the fulfillment of said contracts, and to perform all the obligations resting upon the city under the same;

*Now, therefore, be it ordained by the Common Council and Board of Aldermen of the City of Indianapolis:*

SECTION 1. The city hereby assents to, approves of, and confirms the several provisions in said contracts set forth; and hereby directs that judgments be entered in said causes named in said first contract set out, in compliance with the terms and intent of said agreement as accepted by said Common Council on June 5th, 1876. And the City Attorney is hereby directed to suffer proper judgments and decrees to be rendered, and said courts are authorized and empowered to render said decrees and judgments, in conformity with the provisions of said agreements.

SEC. 2. The irrevocable right is hereby granted unto said companies, and each of them, and their successors, to remove, re-arrange, lay down, from time to time, use, and forever maintain the several tracks and switches mentioned and provided for in said contract first herein set forth, on the terms and conditions, and for the uses and purposes, and in the manner and places therein provided, as well as in said second contract made between said companies, heretofore set out.

SEC. 3. The City Engineer is hereby directed to survey and stake out the lines of Michigan, North, Vermont, St. Clair, and Biddle streets, across the grounds of said C. C. C. & I. Ry. Co., in order that said streets may be opened as in said first contract provided. He is further directed to set the grade



stakes, and furnish specifications to said C., C., C. & I. Ry. Co., for grading and graveling the said streets, as by said contract required. And when said streets are so surveyed and laid out, said companies shall convey, by proper deeds, to said city, the real estate within the limits of the same, for the use of the public as streets forever, on condition that said companies shall have and retain the right for themselves and successors to lay, use, and maintain their tracks and switches across said streets, as in said contracts provided.

SEC. 4. Said Engineer shall also survey and stake out Maryland street forty (40) feet wide, through square seventy-nine (79), on the line dividing the properties of said companies, as described and set forth in said second contract; which street said companies shall open to the public use, in conformity with the terms of said agreement.

SEC. 5. The several officers of the city are hereby directed to assist and aid said companies in making the several vacations of streets or alleys, as provided in said contract first set out, as well as to open and widen the streets or alleys, as therein named and set forth.

SEC. 6. The Indianapolis, Peru and Chicago Railway Company is hereby granted the right to locate, construct, and maintain its tracks and switches from the north side of Seventh street, south, along and upon the street sometimes called Macy and sometimes Alvord street, to Massachusetts avenue, and its track across Massachusetts avenue.

SEC. 7. The Indianapolis, Peru and Chicago Railway Company is hereby granted the right to locate, construct, and maintain its tracks, as provided by the contracts aforesaid, from Massachusetts avenue, south, to Market street, with the right to occupy so much of Second street as may be covered by its twenty-five feet strip of ground, and the right to cross and maintain its tracks across all streets and alleys between Massachusetts avenue and Market street, as provided for in said contracts; and also the track to commence at a point in its proposed new tracks between Massachusetts avenue and Cross street, as provided by said contracts, running in a southwesterly direction across Second street, into and across lots 50, 49, and 48, in Stumph's Subdivision of out-lot number 44; and thence, in southwesterly direction, across Cross street, into and through lots 43 and 42, in the same subdivision; thence, in a southwesterly direction, in and upon Peru street, to connect with the present track of said company in said street at a point on or near the north line of John street, if extended into Peru street.

SEC. 8. The Indianapolis, Peru and Chicago Railway Company is hereby granted the right to locate, construct, and maintain, across Liberty street, its tracks, as provided for in said second contract, commencing at a convenient



point in out-lot eighty-three (83), and extending, in an easterly direction, across said street, into out-lot eighty-two (82).

SEC. 9. This ordinance shall take effect and be in force from and after its passage.

The foregoing ordinance was then passed by the following vote :

Affirmative—Councilmen Bagby, Brown, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, McGinty, Poudier, Reading, Sindlinger, Steinhauer, Stoner, Thomas, Tucker, Walker, Watts, Wood, A. L. Wright, and W. G. Wright—23.

Negative—None.

The Committee on Revision of Ordinances, through Councilman Dill, submitted the following report and ordinance ; which said report was duly received, and the ordinance [general ordinance No. 5, 1878] was read the first time, by title :

To His Honor, the Mayor, and Common Council :

*Gentlemen* :—Your Committee on Revision of Ordinances, to whom was referred the petition of Mr. W. F. Bird, asking permission to stand his omnibus and baggage-wagon on Illinois street, in front of his office, beg leave to report that they have carefully considered the matter, and herewith submit an ordinance granting him the privilege asked, and would recommend that it be passed.

Respectfully submitted,

J. B. DILL,  
N. S. BYRAM,  
I. C. WALKER,

Committee on Revision of Ordinances.

On Councilman Dill's motion, the rules were suspended for the purpose of now reading aforesaid ordinance the second and third times, and placing it on its passage, by the following vote :

Affirmative—Councilmen Bagby, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, Reading, Sindlinger, Stoner, Tucker, Walker, Watts, and W. G. Wright—16.

Negative—Councilmen Brown, McGinty, and Thomas—3.

Said ordinance (entitled as follows) was then read the second time and ordered to be engrossed, and then read the third time :

G. O. 5, 1878—An ordinance granting W. F. Bird the privilege to stand his Baggage-Wagons or Omnibuses in front of his office on N. Illinois street ;

And was passed by the following vote :

Affirmative—Councilmen Bagby, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, McGinty, Reading, Sindlinger, Stoner, Tucker, Walker, Watts, and W. G. Wright—17.

Negative—Councilmen Brown and Thomas—2.

Councilman Bagby was excused for the balance of this session.

The Committee on Streets and Alleys, through Councilman Watts, submitted the following report; which was concurred in:

*Indianapolis*, March 4, 1878.

To the Mayor and Common Council:

*Gentlemen*:—Your committee, to whom were referred a resolution and petition, relative to changing the name of that part of "South street," from East street to Noble street, to "Fletcher avenue," would respectfully recommend that said change be made.

JAS. E. WATTS,  
JAMES T. LAYMAN,  
GEO. P. WOOD,

Committee on Streets and Alleys.

#### MESSAGE AND PAPER FROM THE BOARD OF ALDERMEN.

The following message was duly received:

*Indianapolis*, March 4, 1878.

To the Mayor and Common Council:

*Gentlemen*:—At a meeting of the Board of Aldermen, held Friday evening, February 22, 1878, the accompanying remonstrance from J. K. Sharpe, Esq., protesting against the "constructing of a brick sewer, in and along Pearl street, from the Central Station House to the first alley east of Delaware street; south, in and along said alley, to Maryland street; and west, in and along Maryland street, to connect with the Virginia avenue sewer," was received, and ordered transmitted to your honorable body, together with the entire sewer matter, for review and further consideration.

Respectfully submitted,

GEO. T. BREUNIG,  
Clerk of Board of Aldermen.

The City Clerk was instructed to refer the remonstrance above mentioned [see Aldermanic Proceedings, page 336], to the Committee on Sewers.

## APPROPRIATION ORDINANCES.

The Fire Board, through Councilman Case, introduced the following ordinance; which was read the first time:

Ap. O. 12, 1878—An ordinance appropriating money for the payment of sundry claims against the City of Indianapolis, on account of the Fire Department.

The Hospital Board, through Councilman Izor, introduced the following ordinance; which was read the first time:

Ap. O. 13, 1878—An ordinance appropriating money for the payment of sundry claims against the City of Indianapolis, on account of the City Hospital and Branch.

The Board of Police, through Councilman Brown, introduced the following ordinance; which was read the first time:

Ap. O. 14, 1878—An ordinance appropriating money for the payment of sundry claims against the City of Indianapolis, on account of Station Houses.

The Committee on Accounts and Claims, through Councilman Layman, introduced the following ordinance; which was read the first time:

Ap. O. 15, 1878—An ordinance appropriating money for the payment of sundry claims against the City of Indianapolis.

Appropriation ordinance No. 12, 1878, was then read the second time.

On Councilman Layman's motion, the claim of M. O'Connor & Co., for \$10.70, was stricken out, and referred back to Fire Board.

Aforesaid ordinance, amended as above, was then ordered to be engrossed, read the third time, and passed by the following vote:

Affirmative—Councilmen Brown, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, McGinty, Reading, Sindlinger,



Steinhauer, Stoner, Thomas, Tucker, Walker, Watts, Wood, A. L. Wright, and W. G. Wright—21.

Negative—None.

Appropriation ordinance No. 13, 1878, was then read the second time, ordered to be engrossed, read the third time; and passed by the following vote :

Affirmative—Councilmen Brown, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, McGinty, Reading, Sindlinger, Steinhauer, Stoner, Thomas, Tucker, Walker, Watts, Wood, A. L. Wright, and W. G. Wright—21.

Negative—None.

Appropriation ordinance No. 14, 1878, was then read the second time, ordered to be engrossed, read the third time, and passed by the following vote :

Affirmative—Councilmen Brown, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, McGinty, Reading, Sindlinger, Steinhauer, Stoner, Thomas, Tucker, Walker, Watts, Wood, A. L. Wright, and W. G. Wright—21.

Negative—None.

Appropriation ordinance No. 15, 1878, was then read the second time, ordered to be engrossed, read the third time, and passed by the following vote :

Affirmative—Councilmen Brown, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, McGinty, Reading, Sindlinger, Steinhauer, Stoner, Thomas, Tucker, Walker, Watts, Wood, A. L. Wright, and W. G. Wright—21.

Negative—None.

#### INTRODUCTION OF ORDINANCES.

Councilman McGinty presented the following petition, which was received; also, introduced an ordinance (the title of which is

appended to the petition), and said ordinance was read the first time :

*Indianapolis, March 4, 1878.*

To his Honor, the Mayor, Common Council and Board of Aldermen :

*Gentlemen* :—We, the undersigned, do respectfully hope that your honorable bodies will grant us the privilege of grading and graveling the first alley west of Tennessee street, from McCarty to the second alley south of McCarty street, between Tennessee and Ann streets, for it is in a poor condition.

Your petitioners will ever pray.

Haiman Ringolsky, 30 feet; Isaac Sorgalowsky, 30 feet; Wm. Earls, 30 feet; Dennis Haley, 30 feet; Jacob Dobrowtz, 30 feet; C. Girton, 30 feet; E. Martin, 30 feet; Wm. H. English, 100 feet.

S. O. 6, 1878—An ordinance to provide for grading and graveling the first alley west of Tennessee street, from McCarty street to the second alley south of McCarty street.

Councilman Reading introduced the following ordinance; which was read the first time, and then, on Councilman Steinhauer's motion, was referred to the Board of Public Improvements :

S. O. 7, 1878—An ordinance to provide for grading, and paving with brick the west sidewalk of Pennsylvania street (where not already paved), from Louisiana street to South street.

Councilman Walker introduced the following ordinance; which was read the first time :

G. O. 6, 1878—An ordinance to prohibit the erection or maintenance of Bill-Boards in the City of Indianapolis, unless the consent of adjoining property owners shall be first obtained.

On Councilman Walker's motion, the rules were suspended, for the purpose of reading preceding ordinance the second time, etc., by the following vote :

Affirmative—Councilmen Brown, Byram, Case, Cochran, Dill, Izor, Layman, Marsee, Morse, McGinty, Pouder, Reading, Sindlinger, Stoner, Thomas, Tucker, Walker, Watts, Wood, A. L. Wright, and W. G. Wright—21.

Negative—None.

Aforesaid ordinance was then read the second time ; when, on Councilman Marsee's motion, it was referred to the Committee on Judiciary and City Attorney.

INTRODUCTION OF MISCELLANEOUS BUSINESS.

Councilman Byram offered the following motions ; which were severally adopted :

*Moved*, That the Judiciary Committee, together with the Mayor and City Attorney, be instructed to investigate what, if any, liability the city is under to John Landers, on account of injuries sustained by him by falling upon the street ; and, also, if they deem best, to report what, if any, settlement of the matter can be made.

*Moved*, That J. B. Bullock have permission to pave with brick the sidewalk in front of his premises, on the corner of Meridian and Seventh streets—the same to be done at his own expense, within sixty days, and under the supervision of the City Civil Engineer.

Councilman Cochran presented the following communication ; which was duly received :

*Indianapolis*, 23d February, 1878

To the Honorable, the General Council of the City of Indianapolis, Ind. :

In answer to your resolution, passed January 7th, 1878, we would most respectfully state, that the present management of the Citizens' Street Railway Company found, upon taking charge 27th May, 1876, the tracks, equipments, etc., very much run down and out of repair. We have used our best efforts to place the same in good condition ; we have, and will, ever stand ready to obey all requirements of the Charter. Our efforts in this line have necessarily been suspended during the winter months, and so soon as spring opens this work of repairs and re-adjustment will be prosecuted with energy.

CHARLES F. JOHNSON,

President Citizens' Street Railway Co.

[SEAL.]

Councilman Dill offered the following motion ; which was adopted :

*Moved*, That the City Janitor be allowed one dollar and fifty cents per week, in addition to his present allowance.

Also, the following motion ; which was referred to the Board of Public Improvements :



*Moved*, That W. M. Ford be granted permission to place a pair of hay scales on Market street, between Illinois and Tennessee streets, to be located under direction of City Civil Engineer—the city reserving the right to order removal.

Also, presented the following petition; which was referred to the Committee on Judiciary and City Attorney:

To the Honorable, the Mayor, Board of Aldermen, and Common  
Council of the City of Indianapolis:

Your petitioner, Mary A. Walker, respectfully represents:

That in 1873 she was, and still is, a widow, charged with heavy burdens in the support of family and otherwise. That, notwithstanding this, she has never been delinquent in taxes, but has promptly met and paid everything assessed against her by the Common Council, grievous as the same has been of late years.

She says that, in 1873, as shown by the vouchers of the City Treasurer (a copy of which is annexed to this and certified by the Treasurer to be correct), she payed, under protest, a tax or assessment made against her property on N. Illinois street (named in the annexed vouchers) in the sum of \$384.01, at great sacrifice then, and loss to her since. Such payments having been made under protest, she is advised by counsel, that, in view of the late acceptance by the city of the principal sum of sewer tax, and on principle, she may, in an action at law against the city, recover the amount of interest accrued on the payments aforesaid from the date of such payments, to-wit: March 17th, 1873, to the time allowed for payment without interest or penalty—February 1st, 1878—in all the sum of \$115.20 as interest at six per cent.; but she believes this claim is so just, such a course is unnecessary,

And she prays your honorable bodies to refund the same to her, as in justice you ought.

She offers further that, in refunding, the city need not pay her the money in cash, but cause the same to be credited to her upon the amount of current taxes now due by her to the city, as shown by the books of the Treasurer, upon which she will pay the residue of such taxes, after such credit.

*Indianapolis*, March 4, 1878.

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Also, submitted the contract and bond of James Mahoney, for grading and graveling the first alley east of Cook street, from Georgia street to Louisiana street; and, on motion, said contract was duly concurred in and bond approved.

Councilman Izor presented the following petition, and, on motion, the prayer of the petitioner was duly granted:

Indianapolis, February 26, 1878.

To the Mayor and Common Council :

*Gentlemen* :—Your petitioner respectfully asks that he be granted a license to sell at auction, at his place of business on S. Meridian street, for a period of three months, with the privilege of renewing the same, when the same expires, for an additional three months—said license to be issued under the provisions of an ordinance now in force regulating such matters.

GEORGE WEBB.

Councilmen Izor and Steinhauer were excused for the balance of this session.

Councilman Layman offered the following motion ; which was adopted :

*Moved*, That S. A. Fletcher, jr, have permission to erect a telephone line from the works of the Indianapolis Gas-Light and Coke Company, on S. Pennsylvania street, to their works on Lincoln avenue, and, from last named place, to Mr. Fletcher's residence on Clifford avenue—said work to be done under the supervision of the City Civil Engineer.

Also, presented the following remonstrance ; which, on motion, was referred, with special ordinance No. 5, 1878, to the Committee on Gas-Light :

To his Honor the Mayor, and Members of Common Council of the City of Indianapolis :

*Gentlemen* :—We, the undersigned owners of property on Michigan street, between East and Liberty streets, respectfully remonstrate against the passage of the ordinance for the erection of lamp-posts on said street, at the present time, for the reason we have all we can carry.

Joseph K. English, 186 feet ; F. A. Lehr, 150 feet ;  
Little Sisters of the Poor, 160 feet ; Anthony  
Wiese, 125 feet ; Gottlieb Giesking, 36 feet.

Councilman Marsee offered the following motion ; which was adopted :

*Moved*, That John J. Smith be allowed to lay a plank-walk in front of his property, Nos. 222, 224, and 226 E. Merrill street, between New Jersey and East street—the same to be done at his own expense, under the direction of the City Civil Engineer, and within sixty days.

Councilman McGinty offered the following motion ; which was referred to the Board of Public Improvements :

*Moved*, That the Street Commissioner be directed to fill a nauseous mud-hole at the intersection of McCarty and Ann streets, better known as the Old Canal, with the dirt taken from the gutters, etc., wherever he can find dirt convenient to fill said hole, for it is a sickly-looking one.

Councilman Pouder offered the following motion; which was adopted:

*Moved*, That M. Pouder have permission to plank over gutter in front of No. 234 E. Washington street.

Councilman Sindlinger offered the following motion:

*Moved*, That the Street Commissioner be instructed to lay a double stone-crossing on Washington street, across Mississippi street.

Councilman Dill moved that preceding motion be laid on the table; which motion failed of adoption.

On Councilman Tucker's motion, the foregoing formal motion was referred to the Board of Public Improvements.

Councilman Reading offered the following motion; which was adopted:

*Moved*, That John Greene be granted sixty days' extension of time, in order to complete his contract on Franklin street.

Also, the following petition; which was referred to the Committee on Judiciary and the City Attorney:

STATE OF INDIANA, *County of Marion*:

To the Common Council of the City of Indianapolis:

*Gentlemen*:—The undersigned, your petitioner, respectfully represents to your honorable body, that, since the year 1864, he has been, and still is, the owner of the following described realty, to-wit: 18 feet off east side of lot 4, in square 66, in the City of Indianapolis, Marion County, in the State of Indiana. That since the year 1864 said realty has been assessed as 18 $\frac{3}{4}$  feet, as may be fully seen by the receipts on file herewith; the correct number of feet owned in said square (66) by the undersigned, is 18, as may be seen by reference to Plat Book No. — page No. —.

That since 1867, the undersigned has paid, as taxes on said realty, the sum of \$1,905.75 for city purposes, as may be seen by the tabulated statement filed herewith, and certified to by the City Treasurer, showing the assessments, rates, and amounts paid during the years named therein.



That by reference to appended statement filed herewith, and marked "Exhibit A," may be seen a correct calculation, as made from said certified statement of the Treasurer; which proves that said realty has been assessed as 18 $\frac{3}{4}$  feet; by reason of which, the undersigned has paid an excess of \$96.60 as taxes on said realty, exclusive of improvements thereon.

Wherefore, your petitioner prays that your honorable body cause to be refunded to him the sum of \$96.60

W. R. HOGSHIRE.

STATE OF INDIANA, *County of Marion, ss:*

Before the undersigned, a notary public in and for said county and state, personally appeared Wm. R. Hogshire, who subscribed his name to the foregoing instrument, and swore that the matters and things therein contained are true in substance and in fact, as affiant verily believes.

This 28th day of February, 1878.

[SEAL.]

O. A. HAZZARD, N. P.

Year of Assessment.	Assessment.	Rate on \$100.	Amount of Tax Paid.
1867.....	\$ 8,000	\$ 1 15	\$ 92 00
1868.....	9,000	1 25	112 50
1869.....	8,000	1 01	80 80
1870.....	10,450	1 10	114 95
1871.....	10,500	1 33 $\frac{1}{2}$	140 00
1872.....	13,500	1 50	202 50
1873..	23,500	1 10	258 50
1874.....	26,000	1 10	286 00
1875.....	23,500	1 50	352 50
1876.....	19,000	1 40	266 00
	<u>\$151,450</u>	Av. rate, \$1 24 13-30	<u>\$1,905 75</u>

*Indianapolis, Ind., February 27, 1878.*

I, the undersigned, certify that the foregoing is a correct statement of assessments, rates, and amount paid by Wm. R. Hogshire, on 18 $\frac{3}{4}$  feet off east side of lot 4, in square 66, in the City of Indianapolis, Marion County, Indiana, during the years designated in said statement.

WM. M. WILES, City Treasurer.

EXHIBIT A.—CALCULATION.

\$151,450 00—the assessment on 18 $\frac{3}{4}$  feet for 10 years.

8,077 33 $\frac{1}{2}$ —the assessment on 1 foot for 10 years.

100 50.8—the tax on 1 foot for 10 years.

1,809 15—the tax on 18 feet for 10 years.

1,905 75—the amount paid on 18 $\frac{3}{4}$  feet, less

1,809 15—the amount paid on 18 feet, shows

\$ 96 60—the amount paid on  $\frac{3}{4}$  of a foot.

Councilman Stoner offered the following motion; which was referred to the Board of Public Improvements:

*Moved*, That the Street Commissioner be directed to fill the chuck-holes in St. Clair street, between East street and Peru Railroad; also, in Noble street, between Massachusetts avenue and North street; also, in Cherry street, between East and Ash streets.

Councilman Thomas presented the following petition; which was referred to the Committee on Streets and Alleys:

*Indianapolis*, March 4, 1878.

To the Honorable, the General Council of the City of Indianapolis:

We, the undersigned, would most respectfully petition your honorable body, in view of the desire of citizens of South Indianapolis to have street railroad facilities extended to them, and in view of the condition of the Citizens' Street Railway being such that they can not incur the necessary outlay of extending their present lines as desired, if the city should enforce the provisions of sections five (5) and six (6) of "An ordinance authorizing the construction, extension, and operation of certain Passenger Railways in and upon the streets of the City of Indianapolis," ordained January 18th, 1864 [November 4th, 1867, the said sections 5 and 6 were suspended until January 1st, 1878, and other sections adopted in lieu thereof], and your petitioners pray that your honorable body will continue the said suspension from now until January 1st, 1888, provided that said railway company shall, within six months next following the granting this petition, extend their present tracks along S. Illinois street, through the tunnel in said street under the railroad tracks on Louisiana street, to Russell avenue; and, thence, along said avenue to S. Meridian street; and, thence, along said street, to Morris street. And they also agree to equip and operate the same, so as to carry passengers from Morris street over said extension and their present Massachusetts and College avenue line, to the northern terminus of said line, for one fare (five cents)—that is, for a distance of three and one-half (3½) miles, and to and from all intermediate points on said line for said one fare.

Respectfully,

A. W. JOHNSON, Sup't.  
TOM L. JOHNSON, Treas.

Councilman Tucker offered the following motion; which was adopted:

*Moved*, That the Board of Public Improvements and the Street Commissioner examine the gutters of English avenue, at and near Dillon street, and see if anything can be done to relieve the property holders from water. It is claimed by said property owners that they are being damaged by water from the gutters.

Also, the following motion ; which was referred to the Board of Public Improvements :

*Moved*, That a double-stone foot-crossing be laid from the northeast corner of South and East streets to the southwest corner of same streets.

Also, the following motion ; which was referred to the Committee on Streets and Alleys and the City Civil Engineer :

*Moved*, That some kind of an opening be made under the I. C. & L. R. R. tracks, on the east side of East street, so that the surplus water may be carried off. The property holders south of said road claim that they have suffered from water, and that some relief should be rendered them.

Councilman Walker offered the following motion ; which was referred to the Board of Public Improvements :

*Moved*, That the Street Commissioner be instructed to build a double-stone crossing from the northwest corner of New York and Pennsylvania streets to the southwest corner of same streets.

Councilman Byram, in the chair, called attention to the fact that the tenure of office of the city representatives in the Directory of the Union Railroad Transfer and Stock-Yard Company had recently expired, and suggested that a joint convention of the Common Council and Board of Aldermen be soon called, for the purpose of filling such vacancies.

On Councilman A. L. Wright's motion, His Honor, the Mayor, was instructed to call a meeting of aforesaid Joint Convention, to be holden on Monday evening, the 18th instant.

On motion, the Common Council then adjourned.

JOHN CAVEN, Mayor.

Attest :

BENJ. C. WRIGHT, City Clerk.