

## SPECIAL MEETING.

COUNCIL CHAMBER,  
CITY OF INDIANAPOLIS,  
April 24, 1893. }

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, April 24th, at 8 o'clock P. M., in special meeting, pursuant to the following call :

INDIANAPOLIS, IND., April 24, 1893.

*To the Members of the Common Council of the City of Indianapolis:*

GENTLEMEN—You are requested to meet in the Councilmanic Chamber on Monday evening, April 24, 1893, at 8 o'clock, in special meeting, for the purpose of considering such business as may come before the meeting. M. J. MURPHY,  
*President.*

Present, Hon. Martin J. Murphy, President of the Common Council, in the chair, and 18 members, viz: Messrs. Allen, Colter, Cooper, Costello, Froschauer, Gasper, Gauss, Halloran, Linn, McGuffin, Puryear, Rassmann, Ryan, Schmidt, Schrader, Sherer, and White.

Absent 3—viz: Messrs. Laut, McGill and Young.

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

Which motion prevailed.

## COMMUNICATIONS, ETC., FROM MAYOR.

His Honor, the Mayor, presented the following communication :

EXECUTIVE DEPARTMENT,  
CITY OF INDIANAPOLIS,  
April 24, 1893. }

*To the President and Members of the Common Council :*

GENTLEMEN—I have approved Appropriation Ordinance No. 4, passed at your session held April 17; also Appropriation Ordinances Nos. 6 and 7, and General Ordinance No. 15, passed at your session held April 21, 1893.

Respectfully submitted,

T. L. SULLIVAN,  
*Mayor.*

Which was received and ordered spread on the minutes.

## REPORTS FROM OFFICIAL BOARDS.

DEPARTMENT OF PUBLIC WORKS.  
OFFICE OF THE BOARD,  
INDIANAPOLIS, April 24, 1893. }

*Mr. P. J. Ryan, Chairman of Committee on Franchises, Common Council, City :*

DEAR SIR—We herewith send to you for consideration and approval “An ordinance ratifying, confirming and approving a certain contract and agreement, made and entered into on the 24th day of April, 1893, between the City of Indianapolis, by and through its Board of Public Works, and the City Railway Company, whereby said company is authorized to construct, extend, operate and maintain certain passenger railways in and upon the streets of the City of Indianapolis.”

Very respectfully,  
A. W. CONDUIT,  
A. SCHERRER,  
M. M. DEFREES,  
*Board of Public Works.*

Which was received and ordered spread on the minutes.

## INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

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

By Mr. Ryan :

General Ordinance No. 20, 1893. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 24th day of April, 1893, between the City of Indianapolis, by and through its Board of Public Works, and the City Railway Company, whereby said company is authorized to construct, extend, operate and maintain certain passenger railways in and upon the streets of the City of Indianapolis.

WHEREAS, Heretofore, to-wit, on the 24th day of April, 1893, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the City Railway Company, namely:

SECTION 1. This agreement, made and entered into this 24th day of April, 1893, by and between the City of Indianapolis, of Marion county, State of Indiana, by and through its Board of Public Works, party of the first part, and the City Railway Company, a corporation duly organized and incorporated under and by virtue of the laws of the State of Indiana, party of the second part:

SEC. 2. Witnesseth: That the party of the first part, through the Board of Public Works of the City of Indianapolis, Indiana, under and by virtue of the powers conferred upon it by an act of the General Assembly of the State of Indiana, entitled, "An act concerning the incorporation and government of cities having more than one hundred thousand (100,000) population according to the United States census last preceding, and matters connected therewith, and declaring an emergency," approved March 6th, 1891, does hereby authorize and empower the said party of the second part, its successors and assigns, and by the terms of this contract, consent, permission and authority are by said Board hereby given, granted and vested unto said party of the second part, the right to lay and maintain a single or double track for street railway lines, to be operated by electricity or other improved power approved by the party of the first part, with all proper and convenient turnouts, switches and side-tracks, in, along and upon the following streets, avenues, alleys and public places of the City of Indianapolis, Marion county, State of Indiana, and to use, maintain and operate the same for and in consideration of, and subject to the terms, conditions and limitations hereinafter prescribed.

SEC. 3. The right of way, course and direction of the tracks of the said party of the second part shall be as follows:

*Route 1.* On Washington street, from Rural street to Belmont avenue.

*Route 2.* On State avenue, from Washington street to Michigan street.

*Route 3.* On East street, from Washington street to Ohio street; on Ohio street, from East street to Noble street; on Noble street, from Ohio street to Michigan street; on Michigan street, from Noble street to the L. E. & W. R. R. tracks.

*Route 4.* On Massachusetts avenue, from Pennsylvania street to Clifford avenue; on Clifford avenue, from Massachusetts avenue to Rural street.

*Route 5.* On Peru street, from Massachusetts avenue to Home avenue; on Home avenue, from Peru street to Hill avenue; on Hill avenue, from Home avenue to Hillside avenue; on Hillside avenue, from Home avenue to Beech street; on Beech street, from Hillside avenue to Lawrence street; on Lawrence street, from Beech street to Rural street; on Rural street, from Lawrence street to Bloyd street.

*Route 6.* On Columbia avenue, from Home avenue to Ninth street.

*Route 7.* On College avenue, from Massachusetts avenue to Seventeenth street.

*Route 8.* On Market street, from Pennsylvania street to Alabama street. on Alabama street, from Market street to Tenth street.

*Route 9.* On Ft. Wayne avenue, from Alabama street to Central avenue; on Central avenue, from Ft. Wayne avenue to Seventeenth street.

*Route 10.* On Sixteenth street, from College avenue to Central avenue.

*Route 11.* On Pennsylvania street, from Washington street to Seventh street; on Seventh street, from Pennsylvania street to Talbott avenue; on Talbott avenue, from Seventh street to Tenth street; on Tenth street, from Talbott avenue to Central avenue.

*Route 12.* On Illinois street, from Washington street to Twenty-sixth street; on Twenty-sixth street, from Illinois street to Mississippi street.

*Route 13.* On Twenty-sixth street, from Illinois street to Meridian street.

*Route 14.* On Thirteenth street, from Illinois street to Michigan Road; on Michigan Road, from Twelfth street to Fall Creek.

*Route 15.* On Market street, from Illinois street to Tennessee street; on Tennessee street, from Market street to Ohio street; on



Ohio street, from Tennessee street to Mississippi street; on Mississippi street, from Ohio street to Thirteenth street; on Thirteenth street, from Mississippi street to Illinois street.

*Route 16.* On Indiana avenue, from Illinois street to West street; on West street, from Indiana avenue to Sixth street.

*Route 17.* On West street, from Washington street to New York street; on New York street, from West street to Blake street; on Blake street, from New York street to Rhode Island street.

*Route 18.* On State street, from West Washington street north to White River; thence along the west bank of White River to Michigan street; on Michigan street, from White River to Belmont avenue.

*Route 19.* On Virgine avenue, from Washington street to Shelby street; on Shelby street, from Virginia avenue to Raymond street; on Raymond street from Shelby street to Garfield Park.

*Route 20.* On Prospect street, from Virginia avenue to Hester street.

*Route 21.* On South street, from Virginia avenue to Fletcher avenue; on Fletcher avenue, from South street to Pine street; on Pine street, from Fletcher avenue to English avenue; on English avenue, from Pine street to State street.

*Route 22.* On East street, from Virginia avenue to Raymond street.

*Route 23.* On Meridian street, from Washington street to Louisiana street.

*Route 24.* On Illinois street, from Washington street to Russell avenue; on Russell avenue from Illinois street to Meridian street; on Meridian street, from Russell avenue to Pleasant Run.

*Route 25.* On South street, from Illinois street to Delaware street; on Delaware street, from South street to Madison avenue; on Madison avenue, from Delaware street to Nebraska street.

*Route 26.* On South street, from Illinois street to West street; on West street, from South street to Morris street; on Morris street, from West street to White river.

*Route 27.* On Kentucky avenue, from Washington street to River street; on River street, from Kentucky avenue to White river.

*Route 28.* On Georgia street, from Meridian street to Illinois street.

*Route 29.* On Louisiana street, from Illinois street to Tennessee street.

SEC. 4. Said party of the second part shall not have the right to build or operate a street car line upon any of the streets, avenues, alleys or public places of the City of Indianapolis, or the extensions thereof, except such as are specifically named herein, until permission and authority so to do has been obtained from the Board of Public Works and approved by ordinance passed by the Common Council of said city; *provided, however*, that in addition to the lines herein specified the party of the second part will be granted the right to build a line extending from Washington street to the city limits, both north and south, on such streets as may be designated by the Board of Public Works, and approved by ordinance passed by the Common Council of said city. *And provided further*, That the party of the second part shall discontinue any of said lines herein specified when agreed to by the Board of Public Works, and said party of the second part, and approved by ordinance passed by the Common Council.

SEC. 5. In consideration of the above privileges granted to the party of the second part, its successors and assigns, said party of the second part fully agrees and hereby binds itself, its successors and assigns, to the following terms and conditions, namely:

SEC. 6. The right hereby granted to the party of the second part to operate such street railway lines shall be limited to a period of thirty (30) years, commencing with the 1st day of May, 1893, and ending on the 30th day of April, 1923. For the first five (5) years of said period the party of the second part shall pay to the Comptroller of the City of Indianapolis, quarterly, the sum of ten (10) per cent. per annum of all gross receipts. After the expiration of said first five (5) years, and during the next five (5) years of said period, the party of the second part shall pay the City Comptroller, quarterly, the sum of twelve and one-half ( $12\frac{1}{2}$ ) per cent. per annum on all gross receipts. During the next five (5) years of said period thirteen and one-half ( $13\frac{1}{2}$ ) per cent. per annum of all gross receipts, and for the remaining term of the contract fourteen and one half ( $14\frac{1}{2}$ ) per cent. per annum of all gross receipts. In each case said per cents. shall be on fares for passengers, and said per cent. of gross receipts shall be in addition to any and all taxes charged against the party of the second part on the tax duplicate of the City of Indianapolis.

SEC. 7. The said party of the second part shall put registers in each and every car, and register thereon the fare of each individual as the fare is collected; keep an accurate statement showing the

date, number of car, number of trips and amount or number of fares collected on each trip on each car; prepare a monthly statement of the same, and exhibit to said Comptroller such books, statements, documents or papers whereby he may ascertain the amount due such city. The payments herein required to be made to such Comptroller shall be made on the fifth days of January, of April, of July and of October of each year during such period of thirty (30) years, and shall include the per cent. on gross receipts of the party of the second part for the quarters ending on the last days of December, March, June and September preceding said dates of payments. Said statement so made to said Comptroller shall be sworn to by the President and Secretary of the party of the second part and filed with said Comptroller. At each date fixed for the filing of said report the Mayor of the City of Indianapolis shall appoint a committee of three who shall at any time within sixty (60) days after the filing of such statement with the Comptroller examine books and accounts of said company to ascertain if such report is correct, and said party of the second part agree to facilitate such examination in every way by giving said committee free access to all books containing necessary information.

SEC. 8. The fare for each passenger carried upon any line or route of said party of the second part, when a single cash fare is paid, shall be not more than five (5) cents, which shall entitle the passenger so paying to the benefit of all conditions as to transfer, *provided however*, that tickets shall, at all times, be kept for sale by conductors of all cars run on any portion of the line, or lines, of the said party of the second part. Six (6) of said tickets shall be sold for the sum of twenty-five (25) cents, and each of said tickets shall entitle the holder thereof to passage and transfer upon the lines of said party of the second part to the same extent as if said holder had paid a single cash fare of five (5) cents or less. Children three years of age and under shall be carried free of charge, when accompanied by a proper guardian.

SEC. 9. The said party of the second part shall, upon the acceptance of this contract, and its approval by the Common Council of said city establish and maintain a transfer system from cars on each of its lines with cars on any other of its lines, by means of tickets, which shall be supplied by the conductor to a passenger who has paid his fare either in cash or with tickets. Such transfer tickets shall only be good for a continuous trip, and shall be accepted as fare by the conductor of the car on the line to which such passenger

is transferred, but no transfer shall be obligatory to or from points beyond the city limits. It is understood that no transfer shall be made through or by means of a transfer car or other station established in the street.

SEC. 10. Said party of the second part shall pay for the paving between all rails, including the space between tracks where there are double tracks, switches or side-tracks, and for a distance of eighteen (18) inches on the outside of the outside rails of its tracks with granite blocks on concrete foundation, if the party of the second part so elects, or with the same material as is used on the street on which such tracks are laid. When any street on which said party of the second part constructs or maintains its tracks is ordered to be improved by said Board of Public Works, or has been ordered improved and the work not completed, said party of the second part shall be assessed for so much of said street improvement as is included between the rails of the tracks, side-tracks and switches, and for eighteen (18) inches on the outside of each track, side-track or switch, including the whole space between all tracks where there are double tracks, switches or side-tracks, and shall promptly pay such assessment or assessments at the time and in the manner that the same are paid by abutting property holders who do not take the benefit of the ten-year plan. The distance between the inside rails of double tracks shall not exceed six feet. Whenever any street or streets have been paved or otherwise improved with any material different from that between the track, tracks, side-tracks or switches, the unimproved portion of said street shall, at the option of the Board of Public Works, be paved or improved by said Board with the same kind of material as the rest of the street, or with granite blocks on concrete foundation, if the party of the second part so elects, and the cost thereof charged to and paid by the said party of the second part, in the same manner as street improvements are now paid for by abutting property holders who do not take advantage of the ten-year plan. And, further, on streets that have been, or shall be, paved with brick, asphalt or granite on which there are now street car tracks, and the paving of that part of such street as is occupied by such tracks, has been or shall be paid for by the abutting property holders, then, and in that case, the said party of the second part shall, within one (1) year after the passage of the ordinance confirming this contract, pay into the city treasury the cost of so much of said pavement as is included between all rails, including the space between the tracks



where there are double tracks, side-tracks or switches, and for a distance of eighteen (18) inches on the outside of each rail of each track, and such sum shall be paid *pro rata* by said City Treasurer to the property holders against whose property the cost of said improvement was assessed, upon the filing with the City Comptroller by the Board of Public Works, of a statement showing the amount assessed against the property of each of said persons, and the issuance by the City Comptroller to each person of a warrant for the amount so assessed. In case the party of the second part shall fail or refuse to comply with any or all of the requirements of this section, then and in that event, all the rights and privileges herein granted shall be subject to immediate forfeiture and revert back to the party of the first part, and this contract, in all things, shall become null and void. *Provided, however,* that should the party of the second part be delayed in, or excluded from, taking possession of any such street heretofore improved, upon which there is a street car line, by the order of any court of competent jurisdiction, and such order shall have been made solely by reason of any franchise or grant heretofore made to another company, and the said party of the second part, in good faith and by reasonable effort, shall have resisted such order, then, and in that event, the said party of the second part shall have one year after taking possession under this franchise, within which to refund the said cost of the street improvements heretofore made between the said street car tracks, which have been paid by the abutting property holders, as described in this section.

SEC. 11. Said party of the second part shall keep the space between all rails of all tracks, side-tracks and switches, and for eighteen (18) inches on the outside of each rail of each track, side-track and switch, including the space between tracks where there are double tracks, switches or side-tracks, in good condition and repair, renewing the same from time to time, whenever in the judgment of said Board of Public Works it becomes necessary. At all street and side-walk crossings on streets which are not paved the space between all rails of said party of the second part, and for a distance of ten (10) inches on the outside of the outside rails, shall be planked by said party of the second part for a distance equal to the full width of the street and side-walk crossed by said tracks, and the same shall be kept in repair at all times. In case, in the opinion of the Board of Public Works, any repairs shall be necessary, either to the line, roadway or otherwise, the party of the first part shall notify the

party of the second part, in writing, to make such repairs, and if such repairs are not made within a period of ten (10) days after such notification the said party of the first part may enter and make such repairs at the expense of the party of the second part; and in case said second party fails to pay said expense within thirty (30) days after the party of the first part renders a bill for the same, then the party of the first part shall have a right of action against the party of the second part on the bond filed by said party of the second part to secure the fulfillment of certain of the conditions and obligations of this agreement.

SEC. 12. Whenever the party of the second part has a line, or lines of track upon any street, or streets, that are being swept, cleaned or sprinkled by public contract, then the cost of sweeping, cleaning or sprinkling so much of said street as is occupied by their tracks, including the space between tracks, where there are double tracks, side-tracks or switches, and for a distance of eighteen (18) inches on the outside of each outside rail of the tracks, side-tracks and switches, shall be assessed and charged to the said party of the second part in the same manner as the rest of the street is charged to abutting property-holders, but in case the said party of the second part shall elect to do its own sweeping, cleaning or sprinkling, then it may do so, provided it cleans, sweeps or sprinkles to the satisfaction of the Board of Public Works, and as often as the rest of the street is swept, cleaned or sprinkled, and, *provided also*, that the party of the second part removes from said street the sweepings, as is provided for in the contract between the city and the contractor who sweeps or cleans the portion of the street not occupied by said street-car track or tracks, and in all cases when it becomes necessary to remove snow or ice from said tracks or sidings, it shall be distributed evenly over the surface of the balance of said street so as not to interfere with the free use and occupancy of the same by the public. In case the party of the second part shall neglect or refuse to comply with all or any of the requirements of this section to the satisfaction of the Board of Public Works, the party of the first part shall cause the same to be done and charged the cost thereof to the party of the second part, and in case said second party fails to pay said expense within thirty (30) days after the party of the first part renders a bill for the same, then the party of the first part shall have a right of action against the party of the second part on the bond filed by said party of the second part to secure the fulfillment of certain of the conditions and obligations of this agreement.

SEC. 13. The track, or tracks, of said company, with all switches, and loops shall be located on such portion or parts of the streets of such city as shall be approved by the Board of Public Works, and the party of the first part reserves the right to designate on what streets double-tracks shall be laid, and on what streets single-tracks shall be laid. Before entering upon any street for the purpose of laying tracks therein, the party of the second part shall file with the Board of Public Works a plan showing said tracks, side-tracks, switches and all constructive details, which shall be approved by said Board before the work is begun.

SEC. 14. The section of all rails used on new lines and for renewal on any line shall be approved by the Board of Public Works, but no rail shall be used that will, in any manner, interfere with the free and unimpeded passage of vehicles, with suitable openings at all gutters so as to permit the free flow of water under the same. All tracks and rails shall conform to the grade of the street, as now established or as may be hereafter established by the party of the first part, and subject, at all times, to be taken up and relaid at the expense of the party of the second part whenever deemed necessary by the party of the first part for the purpose of regrading or paving said street, constructing sewers or any other public improvements. In case said rails or track shall not be of the character, and conform to the grade of the street, as above provided, the Board of Public Works shall notify said party of the second part thereof, and in case said party of the second part shall fail to repair the same within ten (10) days from the time of receiving said notice, then the said Board of Public Works shall have the right to enter upon said track and make said repair or improvement, and charge the cost thereof to said party of the second part, and in case said second party fails to pay said expense within thirty (30) days after the party of the first part renders a bill for the same, then the party of the first part shall have a right of action against the party of the second part on the bond filed by said party of the second part to secure the fulfillment of certain of the conditions and obligations of this agreement.

SEC. 15. The said party of the second part shall use only such motors, cars and equipment as are strictly first-class; shall maintain the same in good condition, and provide for conductors in addition to motormen or drivers for all cars; keep the cars painted and clean; provide for the heating and lighting of the same by electricity or other means acceptable at all times and in all respects



to the Board of Public Works; provide all cars with the most approved life guards, and maintain all such property in good and safe condition, all of which shall be subject to the approval of the said Board of Public Works.

SEC. 16. Any improvement undertaken by, or in the name of the party of the first part, or by any contractor for said first party for the improvement of any street, alley, sidewalk or crossing, or for the construction of any sewer or drain, shall not be impeded by the party of the second part, its agents or employes, but said second party shall do all in its power to advance such improvement by the moving of its tracks and poles, and relaying and replacing the same when it becomes necessary at its own cost. The party of the first part shall protect the party of the second part as much as possible by seeing that the contractor for any work for it does not intentionally, negligently or maliciously delay the same to the detriment of the party of the second part.

SEC. 17. Should it be necessary, in the prosecution of any public work, to stop entirely the operation of cars, it may be done by order of the Board of Public Works, and in such case the party of the first part shall be held free from all claims for damages by reason of such delay to the business or traffic of said party of the second part.

SEC. 18. In times of danger from fire or other cause the Chief Engineer of the Fire Department, or any member of the Board of Public Safety may order any wire or wires belonging to said party of the second part cut, and the electric current stopped until such danger is passed. The cars belonging to said party of the second part shall not at any time be allowed to run over any hose belonging to the fire force of said party of the first part.

SEC. 19. Cars shall be run over the lines of said company on a time schedule not exceeding ten (10) minutes between the running of each car, between the hours of 6 o'clock A. M. and 11:30 P. M., and not less than one (1) car each hour thereafter until 6 o'clock A. M., but upon said cars run between the hours of 1 o'clock A. M. and 4 o'clock A. M. the company shall have the right to charge the sum of ten (10) cents per passenger; and it is further provided that upon such lines as may be agreed upon by the Board of Public Works and said company, the party of the second part may be relieved from running such cars after 12 o'clock midnight, until otherwise directed by the Board of Public Works; and provided further, that the party of the second part agrees to run cars upon any or all of their lines at such intervals of time as may be necessary to provide ample facilities for the accommodation of the public.



SEC. 20. The speed of cars shall not exceed twelve (12) miles an hour; provided that the speed shall be reduced to six (6) miles an hour at such street crossings as the Board of Public Works may require and direct. All cars shall stop at the farther side of each street crossing for receiving and discharging passengers. For the violation of the requirements of this section the party of the second part shall be subject to prosecution under any ordinance now in force, or that may be hereafter passed by the Common Council for the regulation of such matters.

SEC. 21. The party of the first part shall not be liable, independently or jointly, with the party of the second part for any accidents that may occur through the construction of the lines of street railway or the operation of cars or motors of the party of the second part, whereby any injury or damage shall result to persons or property. The party of the second part agrees to pay any damage any judgment, with costs, which may be obtained against the party of the first part, either alone or jointly with the party of the second part, on account of any injury or damage so caused by the fault of the party of the second part; and also the party of the first part shall not be liable to the party of the second part, or to any other corporation, partnership, individual or individuals whatsoever, for any claim or damage growing out of, or in any wise connected with the granting of this franchise or contract to the said party of the second part, and the said party of the second part agrees to hold the City of Indianapolis free and harmless from any such claim or damage, and to defend at its own expense the rights and privileges hereby granted.

SEC. 22. The party of the second part shall complete and have in operation at least six (6) miles of the lines specified in this contract, or to be granted by the Board of Public Works and Common Council, as hereinbefore specified, within six (6) months after its approval by the Common Council, and all the lines herein specified shall be completed and in operation by November 1, 1894. *Provided*, That the Board of Public Works shall direct the order in which said lines shall be completed, and may extend the time for the completion of any of said lines when, in the judgment of said Board the delay is not caused by the fault or negligence of the party of the second part. *Provided, however*, that should the construction of one or more of said lines, or the carrying out of any of the provisions of this agreement, be delayed by the injunction or order of any court of competent jurisdiction, the time so lost shall be added to

the time herein specified, within which the same shall be constructed. *Provided further*, should the completion or operation of the main portion of said lines be delayed by the order of any court of competent jurisdiction, and which order shall be made solely by reason of any franchise or grant heretofore made to any other company or companies, and that said party of the second part shall have in good faith and by every reasonable effort resisted the granting and continuance of said order, and shall have used every reasonable endeavor to comply with its said agreement to construct and operate said lines, the time so lost shall be added to the term of this agreement; *provided*, that said extension shall not be for a longer time than for six (6) years. *Provided, however*, that the City of Indianapolis shall have the right to intervene in any suit for any injunction or restraining order to restrain the said party of the second part or in any suit involving the carrying out of the provisions of this agreement, and move for the dissolution of the injunction or other order in case such suit shall be deemed by said city to be collusive or for the purpose of delay, or of extending the time for the completion of said work or the performance of any of said conditions.

SEC. 23. Should said party of the second part at any time sell or lease its property and rights herein granted to any other company operating other lines in the City of Indianapolis, or should said second party, by and through any further grants hereafter made to it by the party of the first part, make any extensions of its lines within said city, or purchase any line or lines of any other company, then said party of the second part, its successors or assigns, shall furnish, without extra charge, to each passenger so desiring it, a transfer ticket which shall be good for passage on any car on any other line or lines belonging to the company issuing such ticket. Such transfer tickets shall be issued under the same provisions as are hereinbefore provided.

SEC. 24. At the expiration of the term of this contract, to-wit: April 30, 1923, or in case of forfeiture by reason of the party of the second part failing to comply with certain of the conditions of this contract as herein specified, the Board of Public Works of said city may, at its discretion, the same being first directed by an ordinance passed by the Common Council, order a just and fair appraisement of all property, both real and personal, necessary for the operation of said road, and purchase the same at said appraised value, to be held as the property of said City of Indianapolis. One of said

appraisers to be selected by the Mayor of said city; one by the Judge of the Circuit Court of Marion County; and the third by the party of the second part, but before said purchase shall be made, the same shall be approved by the Board of Public Works and the Common Council of said city.

SEC. 25. If, in the opinion of the Board of Public Works and Common Council, it is deemed desirable to have constructed and operated a line of tracks on any street not occupied by tracks of the party of the second part, the party of the first part shall notify the party of the second part to build the same under all restrictions and conditions in this agreement contained, and should said party of the second part not notify the party of the first part within thirty (30) days from the date of said notice that it will build and operate the line as directed or, if having so notified the party of the first part, the party of the second part shall not, within twenty (20) days thereafter, commence said work or of having commenced said work within said time the party of the second part shall fail to complete it within a time fixed by the Common Council and Board of Public Works (which time shall be a reasonable time), *provided, however*, that the Board of Public Works and the Common Council shall not require any labor to be performed under this provision between the first day of December and the 15th day of March, then, and upon the failure of the party of the second part in either or any of said requirements the Board of Public Works and Common Council may grant to any other person, persons or corporation the right to build said line. Any grant or permission to any individual or corporation other than to the party of the second part to construct and operate a line or lines of road because of the failure of the party of the second part to comply with the directions of the Board of Public Works and Common Council, shall confer upon said other individuals or corporations the right to run over the track, or tracks, of the party of the second part within the territory bounded by and including Mississippi, Alabama, South and Michigan streets in said City of Indianapolis, and pay to the said party of the second part for such use of track, tracks or power, if any is supplied, on a wheelage basis, and in addition thereto a percentage of the cost of that portion of the line they use, and a *pro rata* of the cost of the repairs, renewals and maintenance thereof, and damage to business of the party of the second part by reason of passengers secured on the streets occupied by the tracks of the said party of the second part. In case the party of the second part and the new company



fail to agree as to the amount of such charges then each company shall select a non-resident disinterested expert in street railway affairs to decide the question. Should the two fail to agree they shall select a third non-resident disinterested person, and the majority of these three persons shall determine the amount to be so paid to the party of the second part. And such new line granted and built as aforesaid—no matter by whom operated—shall be operated with the right of transfer to or from all cars of the party of the second part and of said new line in the same manner and under the same conditions as are provided for transfers of passengers from lines and cars of the party of the second part. The *pro rata* amount of the fare of such transfers due to either of said companies shall be determined by the companies, they failing to agree, the differences shall be referred to experts as required in the case of previous charges, and, *provided further*, if the party of the first part after having directed the party of the second part to build any new line as hereinbefore in this section provided, and the territory along said proposed line has one-half the lots built upon, and two-thirds of the length of said proposed line is at least two squares distant from any other parallel street-car line, and the party of the first part has failed to secure the building of said line by the means hereinbefore provided in this section, then, and in that event the party of the first part may again notify the party of the second part to build said line, and on the failure or refusal of the party of the second part to begin said line as aforesaid within thirty (30) days thereafter, or upon the failure of the party of the second part to complete the same within a reasonable time thereafter, said time to be fixed by the Board of Public Works and Common Council of said city, then in case of failure or refusals in either of such cases the party of the second part shall pay, as liquidated damages to the party of the first part, the sum of twenty-five (\$25.00) dollars a day for each and every day that said work remains uncompleted after the expiration of the time fixed for its completion by the said Board and Common Council, and the bond provided herein to be given by said company shall be made to include, and shall include as one of its conditions, the payment of such damages.

SEC. 26. Said road and the cars belonging to said party of the second part shall at all times be conducted and operated in conformity with all existing laws and ordinances of the City of Indianapolis, where not conflicting with this agreement.



SEC. 27. The party of the second part, before exercising any of the rights hereby granted, shall execute to the City of Indianapolis a good and sufficient bond, in the penal sum of one hundred thousand (\$100,000) dollars, with sureties to be approved by the Board of Public Works, conditioned that the party of the second part shall, on demand, pay to the party of the first part, any sum of money or moneys that have been paid by the party of the first part, or that are due because of any work or labor done or material furnished for any purpose that under this agreement is provided to be done and paid for by the party of the second part on the demand of the party of the first part, and said bond shall be renewed from time to time on demand of the party of the first part.

SEC. 28. In case the party of the second part, its successors or assigns, shall violate any of the terms, conditions or obligations herein contained, then in that event all the rights and privileges herein granted shall be subject to immediate forfeiture, and revert back to the party of the first part, and this contract, in all things, shall be and become null and void, except where different penalty is provided for in this agreement, and in such event the party of the first part shall have the right to remove, or cause to be removed, from the streets herein named, all poles, rails, tracks, side-tracks and switches, and all other property whatsoever belonging to the said party of the second part, its successors or assigns, and a right of action for a breach of contract shall immediately accrue upon the bond of said party of the second part for any injury or damage arising out of said breach of contract upon the part of the said party of the second part, its successors or assigns.

SEC. 29. To each of the terms, conditions, stipulations and requirements of this contract said Board of Public Works, representing the City of Indianapolis, the party of the first part, and the said City Railway Company, the party of the second part herein, by its duly authorized officers and representatives, do fully agree and bind themselves, their successors and assigns.

SEC. 30. Immediately upon the execution of this contract by the Board of Public Works and the party of the second part, and in consideration thereof, the party of the second part agrees to execute forthwith to the Board of Public Works, for the benefit of the said City of Indianapolis, a bond in the sum of one hundred thousand dollars (\$100,000), with good and sufficient surety to the satisfaction of the Board of Public Works, conditioned that the party of second part will not abandon this contract, but will proceed in

good faith to carry out the undertaking assumed by the said party of the second part. And it is hereby mutually agreed by and between the parties hereto that the said sum to be named in said bond is and shall be liquidated damages for the breach of the said bond, and that the said bond shall so specify.

In testimony whereof we have hereunto set our hands and seals this 24th day of April, 1893.

Approved:

T. L. SULLIVAN,  
*Mayor.*

THE CITY OF INDIANAPOLIS,

By A. W. CONDUITT,

A. SCHERRER,

M. M. DEFREES,

*Board of Public Works of said City.*

Attest:

HENRY C. G. BALS,  
*Secretary.*

THE CITY RAILWAY CO.,

By JOHN W. MURPHY,

*President.*

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

SECTION 1. *Be it ordained by the Common Council of the City of Indianapolis, Marion County, Indiana,* That the foregoing contract and agreement made and entered into on the 24th day of April, 1893, by the City of Indianapolis, by and through its Board of Public Works, and The City Railway Company, be, and the same is, hereby in all things ratified, confirmed and approved, and said The City Railway Company is hereby granted the rights, privileges and franchises as in said contract and agreement set forth, in accordance with the terms, provisions and conditions thereof.

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

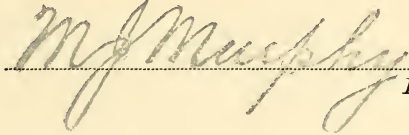
April 24, 1893.]

CITY OF INDIANAPOLIS, IND.

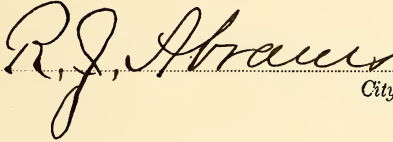
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Which was read and referred to the Committee on Contracts and Franchises.

On motion of Mr. Rassmann, the Common Council, at 9 o'clock P. M., adjourned.

  
.....  
President.

ATTEST:

  
.....  
City Clerk.