

SPECIAL MEETING

June 11, 1924.

The Common Council of the City of Indianapolis met in the Council Chamber, June 11, 1924, at 8:00 o'clock, p. m., in Special Session, President Walter W. Wise in the the chair, pursuant to the following call:

June 11, 1924.

To the Members of the Common Council, Indianapolis, Indiana:

Gentlemen—You are hereby notified that there will be a special meeting of the Common Council held in the Council Chamber on Wednesday, June 11, 1924, at 8:00 o'clock P. M. the purpose of such meeting being to receive communications from the Mayor or City Controller of said City and receiving the report of the Special Investigation Committee.

Respectfully,
WALTER W. WISE,
President.

I, John W. Rhodehamel, Clerk of the Common Council of the City of Indianapolis, Indiana, do hereby certify that I have served the above and foregoing notice to each and every member of the Common Council prior to the time of meeting, pursuant to the rules.

JOHN W. RHODEHAMEL,
City Clerk.

Which was read.

The clerk called the roll:

Present: The Hon. Walter W. Wise, President of the Common Council, and five members, viz.: Messrs. Bernd, Bramblet, Claycombe, Ray and Thompson.

From the Special Investigating Committee:

We, the Special Investigating Committee of the Common Council of the City of Indianapolis, organized pursuant to resolution, charged with the investigation of misconduct of certain officers of the City of Indianapolis, and invested with further authority by resolution of the Common Council, passed at a special meeting on March 22, 1924, do hereby charge Fred Cline, a member of the Board of Park Commissioners of the City of Indianapolis, with inefficiency and malfeasance in office, in the manner more particularly averred in these charges, and request that you hear these charges pursuant to Section 8746 B, Volume 6 Burns Sup. Revised Statutes of the State of Indiana.

The said Committee charge that the said Fred Cline maintained a dummy, or fictitious corporation called the Sunnymead Realty Company, of which he was substantially the sole owner, and whose entire profits he secured, for the purpose of falcitating the violation of the laws of the State of Indiana, applying to him, as a member of the said Board of Park Commissioners, in dealing directly and indirectly with said Board, through the purchase by said corporation and the sale by it, of certain property, which sale would not otherwise have taken place were it not through the securance of permits in the issuance of which the said Cline, pursuant to his official duty, had a potent influence.

That through his own agency but through the device and disguise of this corporation, he, the said Fred Cline did:

1. That the said Fred Cline, while a member of the said Board of Park Commissioners of the City of Indianapolis, acting by and through the Sunnymead Realty Company, purchased a parcel of property at 38th and Fall Creek Boulevard, for \$12,000, and on the 15th day of Novemhber, 1922, he, through said corporation, gave an option to the Standard Oil Company of the following tenor:

OPTION

In consideration of the sum of \$1.00, receipt of which is hereby acknowledged, Sunnymead Realty Company of Indianapolis, Indiana, hereinafter called the vendor, does hereby grant to Standard Oil Company, an Indiana Corporation, the option of purchasing the following described property, to-wit:

Lots numbered three hundred four (304) and three hundred five (305) in Osgood's Forest Park, 5th Section, an addition to the City of Indianapolis, Marion County, Indiana.

Also all our right, title and interest in and to all vacated alleys adjacent thereto.

Subject to all covenants relating to building restrictions and intoxicating liquors.

Subject to easement to Citizens Gas Company, found in Record 113, page 522; at any time within 15 days from the day hereof, for the sum of Twenty-seven Thousand Five Hundred (\$27,500.00) Dollars and wife of said vendor, joins in this option and agrees in the event of the exercise of this option by said Standard Oil Company, to join said vendor in the execution of a proper deed of conveyance, and the said vendor agrees that in the event this option is exercised, he will convey a merchantable title to said real estate by good and sufficient warranty deed, with release of dower, homestead, or other rights of his wife, and free from all encumbrances whatsoever, and will furnish a merchantable abstract, showing a merchantable title to said land in said vendor, free from all liens and incumbrances, brought down to date of conveyance.

Provided, however, that if said Standard Oil Company is unable to obtain an ordinance or permit from the proper authorities to conduct its business upon said premises, for if such ordinance or permit, if obtained, shall be revoked prior to the consummation of the purchase of said premises, or if said Standard Oil Company at any time prior to the consummation of the purchase of said premises shall be prevented or stopped from proceeding with its plans for constructing, maintaining and operating its business upon said prem-

ises, either by petition of citizens, injunction or other legal proceedings or by any reason, this option may at the election of said Standard Oil Company, become null and void and said Standard Oil Company shall be relieved of all liability thereunder.

Notice of exercise of this option by said Standard Oil Company shall be served in writing, and may be made by depositing same in the United States mail addressed to said vendor, at any time within the life of this option, or of any extension or extensions thereof made by said vendor.

Witness our hands and seal this 15th day of November, 1922.

SUNNYMEADE REALTY CO.

By: Jas. A. Ross, President

Attest By: N. B. Whelan, Secretary

Witness.....

and on the 20th day of Decmeber, 1922, the said Fred Cline received for said property the sum of Twenty-seven Thousand Five Hundred (\$27,500.00) Dollars, through the Standard Oil Company, exercising said option, thereby, within a short period of time, securing an illegal profit of about Fifteen Thousand Five Hundred (\$15,500) Dollars.

Whereby, the said Fred Cline was guilty of inefficiency and malfeasance in office.

2. That the said Fred Cline, while a member of the Board of Park Commissioners of the City of Indianapolis, actng by and through said corporation, purchased a parcel of property at 38th and Illinois streets in the City of Indianapolis, and transferred the same to the said Standard Oil Company for the sum of \$22,500, the said transfer being subject to the said option heretofore set out in specification No. 1, and a permit was secured for the operation of an oil filling station at this point, through the agency of said Board of Park Commissioners. The said Cline received the said sum of \$22,500, and by reason of the premises was thereby guilty of inefficiency and malfeasance in office.

3. That the said Fred Cline, while a member of the Board of Park Commissioners of the City of Indianapolis, acting by and through the said corporation, sold to the said Standard Oil Company, a parcel of property at Fall Creek and Central avenue on or about August 19, 1922, for the sum of \$27, 500, subject, so said option heretofore set out in specification No. 1, and a permit was secured for the operation of an oil filling station at this point, through the agency of said Board of Park Commissioners. The said Cline, by reason of the premises, was thereby guilty of inefficiency and malfeasance in office.

4. This Committee further charge that the said Fred Cline for the purpose of facilitating the violation of Statutes of the State of Indiana, in regard to his duties as a member of the Board of Park Commissioners of the City of Indianapolis, did form a partnership with one William O. Polkinhorn, for the purpose of having the said Polkinhorn purchase, property and sell the same to the said Standard Oil Company, the said Cline securing half the profits thereof. That the property to be secured was to be sold to the said Standard Oil Company, subject to the terms of the said option set out in specification No. 1, and purusant to this agreement, the said Polkinhorn would purchase the particular parcels of property hereinafter specifi-

cally set forth, selling the same to said Standard Oil Company, which sale was accompanied by said option as aforesaid, and divide large profits accruing therefrom with the said Cline, who exercised his influence to secure permits for the erection of oil filling stations thereon, in a manner contrary to law and against his duties as a member of the Park Board. That, pursuant to this agreement, the said William O. Polkinhorn, purchased a parcel of ground at Fall Creek and Northwestern avenue, and on August 10, 1923, sold the same to the said Standard Oil Company for \$8,500, subject to said option as aforesaid, and divided the profits therefrom with the said Fred Cline, and by reason of the premises the said Fred Cline was thereby guilty of inefficiency and malfeasance in office.

5. That the said William O. Polkinhorn purchased a parcel of ground at 29th and Capitol avenue, and on the 15th day of April, 1924, sold the same to the said Standard Oil Company for the sum of \$12,000 subject to said option set out in specification No. 1, and a permit was secured for the operation of an oil filling station at this point, through the agency of said Board of Park Commissioners, and divided the profits therefrom with the said Fred Cline, and by reason of the premises, the said Fred Cline was thereby guilty of inefficiency and malfeasance in office.

6. That the said William O. Polkinhorn, pursuant to said agreement, with the said Fred Cline, purchased a parcel of real estate situated at 28th and Burton and Campbell's Place, and sold the same to the said Standard Oil Company, subject to said option heretofore set out in specification No. 1, and a permit was secured for the operation of an oil filling station at this point, through the agency of said Board of Park Commissioners, and divided the profits thereof with the said Fred Cline, and by reason of the premises, the said Fred Cline was thereby guilty of inefficiency and malfeasance in office.

7. The said William O. Polkinhorn, pursuant to said agreement, with the said Fred Cline, purchased a parcel of property at Shelby and Pleasant Run, and sold the same on April 8, 1924, to the said Standard Oil Company for the sum of \$15,000, subject to said option as set out in specification No. 1, and a permit was secured for the operation of an oil filling station at this point, through the agency of said Board of Park Commissioners, and divided the profits thereof with the said Fred Cline, and by reason of the premises thereby, the said Fred Cline was guilty of inefficiency and malfeasance in office.

8. That the said Fred Cline, while a member of the Board of Park Commissioners of the City of Indianapolis, acting by and through the said Sunnymede Realty Company, purchased a parcel of ground at Sherman Drive and East Michigan street, and sold the same to the said Standard Oil Company on May 5, 1923, subject to the said option for the sum of \$6,000, and by reason of the premises, the said Fred Cline was thereby guilty of inefficiency and malfeasance in office.

Wherefore, the said Committee charge that, by reason of the aforesaid specifications, separately and severally considered, the said Fred Cline is guilty of inefficiency and malfeasance in his office, and the execution of the duties thereof, as a member of the Board of Park Commissioners of the City of Indianapolis, and they respectfully offer to submit full, clear, distinct, and conclusive proof on each and all of said specifications, and pray that upon a hearing

under the provisions of said Section 8746B, the said Fred Cline be dismissed from said office for inefficiency and malfeasance therein.

LLOYD D. CLAYCOMBE
WALTER W. WISE
THEODORE J. BERND
OTTO RAY

Members of the Special Investigating
Committee of the Common Council of
the City of Indianapolis.

THE TRANSACTIONS OF THE SUNNYMEADE REALTY COM-
PANY WITH THE PARK BOARD OF THE CITY OF
INDIANAPOLIS.

As we view the evidence in this case, the foregoing transactions are immediately connected with the transactions which follow, and that they are part of this general situation and bear a necessary logical and unbreakable connection each with the other.

There exists a corporation known as the Sunnymead Realty Company. From the testimony under oath of James A. Ross, the president of the company, the following situation may be summarized: Mr. Fred Cline, a member of the Board of Park Commissioners, owns all the stock of this company with the exception of three shares, commonly known as qualifying shares, commonly known as qualifying shares; that is to say, shares necessary to qualify persons to act as officers of the corporation in order that it may apparently function as such corporation; these qualifying shares are held by Mr. Ross as president; N. B. Whelan, who is Nellie B. Whelan, bookkeeper to Mr. Cline, and one Fred Walker, who is an employee of Mr. Cline's. It is thought that he is his chauffeur. All the rest of the stock is owned by Mr. Cline. Mr. Ross is the president; Miss Whelan, secretary and treasurer; and Mr. Walker is vice-president.

In April, 1922, Cline who had previously been a director and an officer, resigned and his employee walker was elected director and vice-president to succeed him. Cline has handled all the financial affairs of the company; it has declared no dividends, and such profits as have accrued have been secured by Cline. The company has no bank account, and the president has never signed any checks. This Sunnymead Realty Company took an option to purchase lots 304 and 305 in Osgod's Addition to the City of Indianapolis, situated at 38th street and Fall Creek Boulevard, for \$12,000. This option was later exercised and within thirty days of this date the Sunnymead Realty Company transferred this property to the Standard Oil Company of Indiana; the same company which purchased the property from Samuel Lewis Shank; that notwithstanding, the Sunnymead Realty Company figures as the contracting party, in each instance, the real contracting party was Mr. Cline.

On the 15th day of November, 1922, the Sunnymead Realty Company gave an option to the Standard Oil Company which is herein set out. It called for a purchase of this property within fifteen days for the sum of \$27,500.

OPTION

In consideration of the sum of \$1.00, receipt of which is hereby acknowledge, Sunnymead Realty Company of Indianapolis, Indiana, hereinafter called the vendor, does hereby grant to Standard Oil Company, an Indiana Corporation, the option of purchasing the following described property, to-wit:

Lots numbered three hundred four (304) and three hundred five (305) in Osgood's Forest Park, 5th Section, an addition to the City of Indianapolis, Marion County, Indiana.

Also all our right, title and interest in and to all vacated alleys adjacent thereto.

Subject to all covenants relating to building restrictions and intoxicating liquors.

Subject to easement to Citizens Gas Company, found in Record 113, page 522; at any time within 15 days from the day hereof, for the sum of Twenty-seven Thousand Five Hundred (\$27,500.00) Dollars, and wife of said vendor, joins in this option and agrees in the event of the exercise of this option by said Standard Oil Company, to join said vendor in the execution of a proper deed of conveyance, and the said vendor agrees that in the event this option is exercised, he will convey a merchantable title to said real estate by good and sufficient warranty deed, with release of dower, homestead, or other rights of his wife, and free from all incumbrances whatsoever, and will furnish a merchantable abstract, showing a merchantable title to said land in said vendor, free from all liens and incumbrances, brought down to date of conveyance.

Provided, however, that if said Standard Oil Company is unable to obtain an ordinance or permit from the proper authorities to conduct its business upon said premises, for if such ordinance or permit, if obtained, shall be revoked prior to the consummation of the purchase of said premises shall be prevented or stopped from proceeding with its plans for constructing, maintaining and operating its business upon said premises, either by petition of citizens, injunction or other legal proceedings or for any reason, this option may at the election of said Standard Oil Company, become null and void and said Standard Oil Company shall be relieved of all liability thereunder.

Notice of exercise of this option by said Standard Oil Company shall be served in writing, and may be made by depositing same in the United States mail addressed to said vendor, at any time within the life of this option, or any extension or extensions thereof made by said vendor.

Witness our hands and seal this 15th day of November, 1922.

SUNNYMEADE REALTY CO.

By Jas. A. Ross, President

Attest: N. B. Whelan, Secretary.

Witness.....

This option contains the same paragraph which appeared in the Shank options, namely a substantial agreement that the vendor will within that period of time secure a permit from the proper authorities to operate an oil station at this point. This, be it remembered, was a desirable place upon a public boulevard, and there was at that time a regulation of the Park Board against the maintenance of oil filling stations at this place. This option was exercised and the Standard Oil Company paid to the Sunnymead Realty Company the sum of \$27,500 which Mr. Cline secured.

Witness Marshall produced this option and also a check exhibiting the consideration for this transaction which was made to the Sunnymead Realty Company for \$27,500 dated December 20, 1922, executed by the Standard Oil Company and signed by T. Tomlinson and George W. Ashman. This check is endorsed by the Sunnymead Realty Company, by N. B. Whelan, secretary, and also by Fred Cline.

It bore evidence of having cleared through another bank it is fair to presume that it passed through the United States mails.

This corporation had another contract with the Standard Oil Company in relation to property situated on Thirty-eighth and Illinois streets. Witness Marshall produced a deed of property situated at Thirty-eighth and Illinois streets, reciting a consideration of \$22,500, the vendor being the Sunnymead Realty Company the vendee the same Standard Oil Company. A cancelled check showing the consideration for the purpose of this property in the sum of \$22,500, executed by the Standard Oil Company and signed by Tomlinson and Peine. This check was endorsed by the Sunnymead Realty Company acting through N. B. Whelan and by Fred Cline.

The witness produced also an option executed by the Sunnymead Realty Company to this Standard Oil Company by the terms of which this lot was to be sold for \$22,500, and this option contained the same second paragraph which these other Standard Oil options contained.

Witness Ross stated that he had title to property situated at Fall Creek and Central avenue; that this was mortgaged and Cline gave him \$500.00 if he would execute a deed in blank and send the same through the mails to Mr. Cline. Witness at this time was at the lakes in Kosciusko County. This witness did, and received \$500.00 for so doing. This property was transferred to the Standard Oil Company, Mr. Cline securing the money from this transaction.

Witness Marshall, touching this transaction, produced a deed in relation to this property executed in Kosciusko County before a Notary Public located in that county by James Ross and Maude E. Ross, his wife, and a cancelled check executed by the Standard Oil Company of Indiana dated August 19, 1922, in the sum of \$27,000, payable to James Ross and signed by T. Tomlinson and G. W. Ashman, and apparently endorsed by James Ross. Ross testifies however, that he got no part of this money except the \$500 the rest being retained by Mr. Cline. In every instance it was necessary for the Park Board of which Mr. Cline was a member to give their sanction for the erection of these filling stations. It will be observed that in all these options the Standard Oil Company substantially stipulated for the securing of these permits before it would exercise these options. There permits were given by the Board of which Mr. Cline was a member. Clearly, this is a case within the statute because the statute was enacted for the purpose of preventing city officials from dealing with anybody in relation to matters in which their personal interest and their integrity should come into conflict. The city of Indianapolis had the right that these officials should determine whether their own rules previously established for the purpose of keeping boulevards free from business structures should be continuously enforced without that judgment being impaired by a bribe. These facts in our view, amount to a violation both civilly and criminally of the state statute heretofore set forth and to a violation of section 215 of the Federal Criminal Code heretofore referred to.

The fact that Cline in effecting these transactions with the Standard Oil Company used the thinly veiled disguise of the Sunnymead Realty Company, an alleged corporation, does not alter the legal aspect of the case in the slightest degree, nor screen him from the condemnation of the statutes heretofore referred to. It is well established that in order to prevent fraud a court will disregard the corporate existence and apply the law as though the actor were an

individual. In other words, it will disregard the corporate existence and attach liability to the individual who issuing the corporation as a disguise for his actual transaction.

D. I. Felsenthal Co. v. Northern Assurance Co., 284 Ill. 343, 120 N. E. 268, 1 A. L. R. 602;

Donavan v. Purtell, 216 Ill. 629, 75 N. E. 334, 1 L. R. A. N. S. 176;

Kellogg v. Douglas City Bank, 58 Kan. 43, 62 Am. St. Rep. 596, 48 Pac. 587;

Re Berkowitz, 173 Federal 1012;

Baltimore & Ohio Telegraph Co. v. Interstate Telegraph Co. C. A. 54 Federal 50;

Brundred v. Rice, 49 Ohio State 640, 34 Am. St. Rep. 589, 52 N. E. 169;

McGrew v. City Produce Exch. 85 Tenn. 572, 4 Am. St. Rep. 771, 4 S. W. 38;

Milbrath v. State, 138 Wis. 354, 131 Am. St. Rep. 1012, 120 N. W. 252;

Re Muncie Pulp Co., C. C. A., 139 Federal 546.

In one of the foregoing cases, namely, Milbrath v. State, supra, in affirming a conviction for embezzlement, the court said:

"One can convert the money to his own use by putting it into the treasury and mingling it with the funds of an insolvent corporation which is under his control and management and of which he is a stockholder and officer in charge * * * It is put into that which is a mere instrumentality created by him under sanction of law, but as much under his control and as subservient to his will as the furniture of his office or the books of account in which he records his transactions. Under such circumstances, there is no room for the legal action of a separate corporate personality or for any distinction between the defendant's acts as an officer of a corporation and his act as an independent natural person."

W. O. Polkinhorn testified that he is connected with Fred Cline in the real estate business, and has been for two years. He formed a partnership with Mr. Cline for the purpose of selling real estate, principally to the Standard Oil Company. He has sold to this company real estate situated at 30th and Bellefontaine street, 29th and Capitol avenue, 10th and Senate avenue, 22nd and Central avenue, Northwestern and Fall Creek, and Pleasant Run and Shelby street. Witness refused to state prices which he gave for these various parcels which he sold to the Standard Oil Company; purchased these properties, generally in his own name and sold them to the Standard Oil Company in his own name, but divided the profits with Fred Cline, on the basis of fifty-fifty, as the witness expressed it. Secured one of these parcels from the Townsend-Freeman Company, One of the persons connected with this company and Mr. Freeman is a member of the Board of Public Works of the City of Indianapolis. Formed this partnership with Mr. Cline after Mr. Cline became a member of the Park Board.

Checks representing payment for these transfer were given to witness and witness divided the profits with Fred Cline. Witness refused to produce checks, claiming that he did this on the advise of his counsel. Stated that all this time he knew that Mr. Cline was a member of the Park Board.

Marshall of the Standard Oil Company, testified that he secured property from Phillip Kiley for a consideration of \$9500, situated

at 10th and Broadway. Fred Cline was interested in this deal. That the Standard Oil Company on January 10, 1923, purchased a parcel of property at 22nd and Meridian streets from the Sunnymead Realty Company for a consideration of \$14,000. He presented a check for \$14,000, dated January 18, 1923, made to the Sunnymead Realty Company, endorsed by the Sunnymeads Realty Company, by N. B. Whelan, secretary, and underneath this endorsement, that of Fred Cline. That his company purchased from the Sunnymead Realty Company on April 28, 1923, a parcel of ground at 30th and Bellefontaine, paying for the same by check, dated April 28, 1923, in the sum of \$4,500, drawn in favor of the Sunnymead Realty Company, which check bore the endorsement Sunnymead Realty Company, by N. B. Whelan, secretary, and underneath this endorsement was that of Fred Cline.

On May 25, 1923, this company purchased from the Sunnymead Realty Company, a parcel of ground at Sherman Drive and East Michigan street, paying for the same the sum of \$6,000, by check, executed to the Sunnymead Realty Company. The back of this check bore the endorsement Sunnymead Realty Company, by N. B. Whelan, secretary, underneath of which appeared the endorsement of Fred Cline.

That the Standard Oil Company purchased from William O. Polkinhorn, on August 10, 1923, a parcel of ground at Fall Creek and Northwestern, paying for the same a check in the sum of \$8,500. Purchased lot 85 in Graceland Park from William O. Polkinhorn, and a parcel at 29th and Capitol, paying for the same by check in the sum of \$12,000, dated April 5, 1924. Also purchased real estate at 28th and Burton and Campbell's Place from William O. Polkinhorn.

It will be observed that the purchase which was executed on April 5, took place after this investigation had begun, and during its course, clearly showing a flagrant defiance of ordinary decency, as well as gross violation of the criminal laws.

Purchased parcel at Shelby and Pleasant Run for Standard Oil Company from William O. Polkinhorn, giving for the same a check dated April 8, 1924, for \$15,000. This is another transaction of the above character, to which the same observations apply.

The witness Marshall testified that all of these lots or parcels, were purchased upon an option contract containing the provisions which are set out in a foregoing part of this abstract, a vital provision of which was that a permit be secured to operate an oil filling station on this ground, otherwise the ground would not be purchased.

In all instances large profits were made by either the Sunnymead Realty Company, which, as has been shown, was Fred Cline himself, or by William O. Polkinhorn, who had formed a special partnership with Fred Cline as a result of which Cline secured half of the profits. In each instance, Cline had the controlling voice in determining whether these permits should be issued.

Each of these transactions constitutes a clear-cut, unmistakable, brazen violation of these statutes, clearly punishable by the criminal law and imperatively demanding that this person be dismissed from office.

By Messrs. Claycombe, Wise, Ray, Bernd, Thompson and Bramblett:

RESOLUTION NO. 3, 1924.

BE IT RESOLVED, by the Common Council of the City of Indianapolis that Report No. 2 of the Special Investigation Committee, appointed by the Common Council on the 22nd day of March, 1924, be accepted, approved and made a part of the record of the Common Council, together with the formal charges against Fred Cline, member of the Board of Park Commissioners of the City of Indianapolis, submitted by the said Special Investigation Committee, and

BE IT FURTHER RESOLVED, that said charges, together with the transcript of the evidence pertaining to said charges be transmitted to the Honorable Samuel Lewis Shank, Mayor of the City of Indianapolis, for his action, pursuant to Section 8746 B. Burns Revised Statutes of the State of Indiana.

Signed:

LLOYDE D. CLAYCOMBE
WALTER W. WISE
OTTO RAY
THEO. J. BERND
BEN H. THOMPSON
I. L. BRAMBLETT

Which was read a first time.

Mr. Claycombe moved that the rules be suspended and Resolution No. 3, 1924, be placed upon its passage.

The roll was called and the rules were suspended by the following vote:

Ayes, 6, viz.: Messrs. Bernd, Bramblett, Claycombe, Ray, Thompson and President Walter W. Wise.

Mr. Claycombe called for Resolution No. 3, 1924, for second reading. It was read a second time.

Mr. Ray moved that Resolution No. 3, 1924, be adopted. The roll was called and Resolution No. 3, 1924, was adopted by the following vote:

Ayes, 6, viz.: Messrs. Bernd, Bramblett, Claycombe, Ray, Thompson and President Walter W. Wise.

June 11, 1924]

CITY OF INDIANAPOLIS, IND.

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On motion of Mr. Bernd the Common Council, at 8:55
o'clock p. m., adjourned.

Walter W. Wise

Attest:

President.

John H. Rhodehamel

City Clerk.