

# PROCEEDINGS OF COMMON COUNCIL.

REGULAR SESSION—AUGUST 19, 1878.

The Common Council of the City of Indianapolis met in the Council Chamber, on Monday evening, August 19th, A. D. 1878, at eight o'clock, in regular session.

PRESENT—Hon. John Caven, Mayor, and, *ex officio*, President of the Common Council, in the Chair, and the following members: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Dill, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright—21.

ABSENT—Councilmen Layman, Maus, O'Brien, and Showalter—4.

The Proceedings of the Common Council, for the special session, held on June 24th, 1878, having been printed, and placed on the desks of the Councilmen, said proceedings were approved as published.

## COMMUNICATIONS, ETC., FROM THE MAYOR.

His Honor, Mayor Caven, submitted the following report; which was approved:

To the Common Council and Board of Aldermen of the City of Indianapolis:

*Gentlemen*:—The amount of fines collected by me during the month of July, 1878, due the city treasury, is \$31.30; which amount I have paid the City Treasurer, and filed his duplicate receipt with the City Clerk.

Respectfully submitted,

JOHN CAVEN, Mayor.

Also, presented the following communication; which was duly received:

*Indianapolis*, August 19, 1878.

Hon. JOHN CAVEN, Mayor City of Indianapolis.

*Dear Sir*:—Yours of 12th inst., with copy of a motion adopted by the Common Council and Board of Aldermen of the City of Indianapolis, requiring me to furnish the City Clerk with copies of assessments of joint stock companies, railroads, etc., is duly in hand; and in reply will state that the copies of blanks, so required, have been made out, certified to, and delivered to Mr. Hadley, the City Assessor, to-wit: Joint-Stock companies, 45; railroad companies, 13.

Respectfully yours,

W. K. SPROULE, Auditor Marion Co.

Also, presented the following communication ; which, at his suggestion, was referred to the Council and Aldermanic Committees on Public Schools, with instructions to confer with the Board of School Commissioners as to the line of proceedings to be taken on the information given ;

To the Common Council of Indianapolis :

*Gentlemen* :—In regard to the Thomas D. Gregg estate, I would further report :

That Dr. Daniel H. Gregg, as acting administrator of said estate, wrote me, from Virginia, that he was preparing to go to Iowa and make the best settlement he could with Judge Byron Rice on account of his very large indebtedness to said estate, and requesting me, both as an old friend of his deceased brother, and as a representative of the interest of the City of Indianapolis in said estate, to go, be present, and aid him, in making such a settlement with said Rice as, under all the circumstances, would be satisfactory to our city and all the other parties interested therein, at the same time informing me he had made a like request of the representatives of Dallas County, Iowa, who had consented thereto, and intimating that all he expected in said settlement was some wild lands of greatly inferior value to the amount due, if forced upon the market at the present time, and suggesting a division of the lands, among the legatees, in the proportions of their several interests, at the appraised value of said lands.

I hardly knew what to do ; but upon consultation with Mayor Caven, he considering it right, and properly my duty to go, I consented, and so informed Dr. Gregg, by telegram, at Richmond, Va., on July 29th, 1878, the day of his intended departure from that city for Iowa ; and on the 31st of the same month, supposing the Doctor had changed from his intended route through this city, I also started for Iowa, and arrived at Des Moines City on the 2d day of August, 1878, and found the representatives of Dallas in waiting since the day before, but Dr. Gregg did not arrive until the next day (August 3d), on account of low water in the Ohio river, thereby missing railroad connections.

On the arrival of the Doctor with Mr. Haw, his Virginia attorney, all the heirs-at-law and legatees being present by representation, a line of proceedings was agreed upon ; and thereupon Judge Rice was interviewed, and found offish and defiant, stating that all he had in the world was what was left of the lands conveyed to him by said Thomas D. Gregg, deceased, and then referred us to Finch & ———, his attorneys, for settlement. At this stage of the proceedings, Dr. Gregg employed Messrs. Brown & Dudley as additional counsel, who were informed of all the facts in the case, and then put in communication with Judge Rice's attorneys ; and then, upon my request, we, the representatives of the legatees, with Dr. Gregg and his Virginia counsel, all went to Dallas County, and there procured an abstract of the title, and made such other and personal inspection of the lands as enables me to make and present the several plats of said lands, marked "Exhibit A" and "Exhibit B," hereto annexed.

We found 1512 71-100 acres of said lands still in the name of said Byron Rice, but partly encumbered by mortgage for \$3,000. This land is shown in red and black on the plat marked "Exhibit A" ; and as we also found eleven (11) unincumbered lots in said Byron Rice's Addition to the town of Adel, the county seat of Dallas County, Iowa, as shown in red, on plat marked "Exhibit B."

The following Monday, on our return to Des Moines City, we found but little progress towards a suitable settlement of our claim. Judge Rice had offered some 900 acres of lands, encumbered by a \$3,000 mortgage, he retaining the remaining 612 71-100 acres, and all the town lots, freed from all incumbrances, as the best he would do, and saying he was under no legal obligations to give or pay anything, as he had given no mortgage to secure the payment of the notes given by him for the lands in question, and now said notes were barred by statutes of Iowa ; and besides this, there were such relations and understandings between him and decedent, as fully to warrant him in the belief that decedent intended to bequeath to him the whole or the greater part of his estate ; and, in this manner, Judge Rice kept up his pretended right, in defiance of our claim of seventy odd thousand dollars, until we con-

fronted him with his own written acknowledgement of the debt, and his renewal thereof, waiving all statutes of limitation in this regard, a matter he seemed to have entirely forgotten, and therefore, had neglected to place the title to said lands in other hands, as we have been informed he did the bonds acquired with the money—\$23,000—loaned him by decedent some fifteen or sixteen years since, at 10 per cent. per annum interest.

On being informed of the true situation of the case, he seemed rather astonished, and then began conceding one piece of land after another, until we got the whole, except 200 acres marked in black on the plat "Exhibit A," now encumbered with the \$3,000 mortgage, which we caused him to remove from a part of the 1312 71-100 acre tract conveyed in trust to Daniel H. Gregg for the use and benefit of the heirs and legatees of Thomas D. Gregg, deceased, and place upon the said 200 acres retained by him; he also conveyed the eleven town lots, shown in red on plat "Exhibit B," the whole by warranty deed, dated August 7th, 1878, and now recorded in the proper office in Dallas County, Iowa.

Before final settlement with said Rice, Dr. Gregg procured the written opinion of Brown & Dudley, his attorneys, as to the propriety of said settlement; and a duplicate of said opinion, marked "Exhibit C," is herewith filed. Dallas County, Iowa, and the City of Indianapolis also executed a writing, showing their approval of said settlement; a copy of which, marked "Exhibit D," is herewith filed, executed, on the part of our city, by the undersigned.

A third paper was executed by said D. H. Gregg, for the administrator and for himself and the other heirs-at-law of said Thomas D. Gregg, deceased, and by the representative of Dallas County, Iowa, and also by the undersigned, subject to the approval of the City of Indianapolis, showing full satisfaction of all claims and causes of action against said Byron Rice, and to be delivered to said Rice; but I had no time to make or procure a copy thereof, and directed one to be sent me.

The foregoing is the substance of the duties performed on this occasion, and the same is respectfully reported for your favorable consideration and approval.

WM. SULLIVAN,

*Indianapolis, August 19, 1878.*

P. S. On examination of the foregoing, I find I have omitted to call your attention to one important matter, and that is,—

Since the administrator's suggestion of dividing and conveying the lands in question among the heirs and legatees, in their respective proportionate interests in said estate, as the most speedy way to a final settlement, seems to elicit an answer from the Council, and as some of the members thereof may not be fully advised as to the location and value of the lands in question, I will venture to remark, but without any intention or wish to advise either the acceptance or rejection of that proposition, but solely to lay before the Council such information as I acquired in the discharge of my duties herein, that Adel, the county seat of Dallas County, Iowa, has a present population of 800 inhabitants, and is situate on the left bank of Coon river, an affluent of the Des Moines, and is about twenty-two miles west of the City of Des Moines, the Capital of the State of Iowa. Being, heretofore, remote from railroad facilities, the town has grown but slowly; at the present time a narrow-gauge railroad from Des Moines to Sioux City is nearly finished to Adel, passing through and over said lands, as shown in the plats "A," and "B"; and it is thought that this road, complete to Adel, will stimulate and give new life to business, or rather create business and invite immigrants to locate and settle there, which will create a demand for these lands in the near future, at rates much above their present estimated value.

I may add that these lands are excellently well adapted to farming purposes, lying north and west of the town, and adjoining the corporation lines thereof. Said lands are rated and valued by competent judges to be of the present value of \$20 per acre, on the average of 1312 71-100 acres, though never yet in cultivation. The adjoining lands and surrounding country is under cultivation, in beautiful, rich, rolling farms, well garnished with dwellings, barns, and out buildings; fine orchards; with such great crops of grain, growing and garnered, as are seldom seen; fine horses, and other flocks and herds of domestic cattle in such abundance, as to indicate that there is no finer agricultural district in the Union.

With a view of showing, approximately, the amount coming from said estate to this city, I take these 1312 71-100 acres of farm lands at the average estimated value of \$20 per acre, and this produces the aggregate of..... \$26,254 20  
 And the 11 town lots at \$250, each, aggregating..... 2,750 00  
 And the amount in Virginia, according to the statement of the administrator..... 50,000 00

Amounting in all to the sum of .....\$78,904 20  
 Whereof our city's one-third part is \$26,301.40, less the costs and other expenses, and one hundred dollars to the Lodge of Free and Accepted Masons of Martinsville, Morgan County, Indiana. This, however, is not strictly correct, although the undersigned thinks it not very wide of the mark.

In this connection, I may remark that the representatives of Dallas County gave assurance to the administrator that she will be willing to take her part of said lands at the appraised value of \$20 per acre, and the heirs consent to do the like, so that Indianapolis only remains to be heard from; and the administrator requests me to convey to him your answer and determination as to taking a part of the lands and town lots in Iowa

No plan for the selection of these lots and lands was agreed upon, but it was supposed a choice by lot would meet the approbation of all interested; and this remark is made for consideration, in connection with matters above mentioned.

Very respectfully,

WM. SULLIVAN.

E X H I B I T A .

Lands belonging to the Thomas D. Gregg estate, in sections No. 19, 20, 21, 29, and 30, in township No. 79, north of range 27 west of the 5th principal meridian, the same being in Adel Township, Dallas County, in the State of Iowa.

[PLAT OF LANDS IN ADEL TOWNSHIP.]

The lands above marked in red (being 1312 71-100 acres) are the lands conveyed to Daniel H. Gregg, in trust, for the benefit of the legatees of Thomas D. Gregg, by Byron Rice, on the 7th day of August, 1878, in full consideration of all claims of the estate of said Thomas D. Gregg, deceased, including the eleven lots in said Rice's Addition to the town of Adel.

The lands marked dark with black lead pencil (200 acres) are the lands retained by said Byron Rice, he having first satisfied a \$3,000 mortgage on the north half of said section No. 19, and placed the same on the lands by him retained.

I have been upon these lands and examined them as to the quality, and now believe there is little, if any, superior to be found in any State. Coon River, marked on this plat, is a considerable stream, but not so large as our White River.

E X H I B I T B .

[PLAT OF RICE'S ADDITION TO ADEL.]

The lots Nos. 4, 11, 12, 14, 15, 16, 17, 18, 25, 26, 27 (eleven in all, and shaded red) are those conveyed to D. H. Gregg, in trust, for the benefit of the legatees of T. D. Gregg's estate. Those lots not shaded have been sold, contracted for, and donated to the D. M. & A. Railroad, which is being built along the south street in Adel, as shown on this map, and will terminate at Sioux City, on the Missouri River.

E X H I B I T C .

IN THE CIRCUIT COURT OF KING WILLIAM } *In the Estate of Thomas D. Gregg,*  
 COUNTY, VIRGINIA. } *Deceased.*

To D. H. Gregg, Attorney-in-fact for Joseph Hollis, Administrator  
 of the Estate of said Decedent:

*Sir:*—After consideration of the proposition submitted by Byron Rice, Esq., of this city—to-wit, the conveyance, by deed of general warranty, land aggregating

thirteen hundred and twelve and 71-100 acres, and eleven lots in the town of Adel, which is to be accepted in full satisfaction of claims and causes of action of said estate against him, we recommend its acceptance by you for the following reasons:

1st. From a careful investigation into the present financial condition of said Rice, we find that he has no means outside of land heretofore purchased by him of said decedent, out of which a judgment could be satisfied, so that, at the end of litigation, there would be only the land to satisfy any judgment secured by this compromise.

2d. That the many legal questions which would arise in a contest in a matter of this magnitude, and which are at once presented by first consideration of the cause, are such that we could not safely advise you to risk the result of a suit which must necessarily be protracted and expensive, when, by a compromise, you are securing all which could be obtained in the event of a successful litigation.

BROWN & DUDLEY, Atty's.

*Des Moines, Iowa, August 7, 1878.*

E X H I B I T D.

IN THE MATTER OF THE ESTATE OF }  
THOMAS D. GREGG, DECEASED. }

The City of Indianapolis, in the State of Indiana, and Dallas County, State of Iowa, hereby fully approve the settlement made by Joseph Hollis, administrator of the said estate, with Byron Rice, of Des Moines, Iowa, and the reception of said Byron Rice's deed, bearing date of this date, executed to D. H. Gregg, as Trustee, for the use and benefit of the beneficiaries of the estate of Thomas D. Gregg, deceased, as provided in a decree of the Circuit Court of King William County, State of Virginia, rendered by said Court the 12th day of June, 1878, which deed is in full of all claims against said Byron Rice on the part of said estate, and believe it to be for the best interest of all parties concerned to settle as made by Joseph Hollis.

This approval is made after making a full investigation of all matters relating to the claim against said Byron Rice, and fully examining the same, and all papers connected with the said claim, and making full inquiries as to the said Byron Rice's ability to pay, and as to the amount of property owned by him, and taking into consideration the probable costs which would result in a litigation, and the delay resulting thereby.

Dated this 7th day of August, 1878.

(Signed)

WM. SULLIVAN,  
For the City of Indianapolis.

(Signed)

JACOB STUMP,  
Chairman Board of Supervisors of Dallas County, Iowa.

Also, presented the following communication; which, at his suggestion, was referred to the Board of Health:

*Indianapolis, August 19, 1878.*

Hon. John Caven, Mayor:

*Dear Sir:*—In all human probability, we, the citizens of Indianapolis, will be called upon to fight the yellow fever at our own doors. Many people are passing through our city daily, who are fresh from the infected districts, and it will not be at all singular if some of these strangers are stopped here by sickness; and it is therefore absolutely necessary that the city should be cleaned up and thoroughly disinfected.

I have several times offered the Board of Health a cheap and powerful deodorizer. This article at once destroys all noxious gases, and it is so cheap everybody can use it, and should at once do so. It is in barrels, holding 300 pounds each, at two dollars a barrel; and that is certainly cheap enough.

I will refer the Board of Health to Prof. Brown as to the virtue of the above deodorizer.

Respectfully,

J. R. ROBINSON.

## REPORTS, ETC., FROM CITY OFFICERS.

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

To the Mayor and Common Council:

*Gentlemen*:—I herewith report a first and final estimate in behalf of Fred. Gansburg, for grading and graveling Michigan street and sidewalks, from the east line of the C., C., C. & I. Railroad Company's grounds to Archer street—

1557 lineal feet, at 55 cents.....	\$856 35
40 feet cement pipe, and laying same.....	32 75
Total estimate .....	\$889 10

Respectfully submitted,

R. M. PATTERSON, City Civil Engineer.

Indianapolis, August 19, 1878.

The following estimate resolution was then read:

*Resolved by the Common Council and Board of Aldermen*, That the foregoing first and final estimate, allowed Fred. Gansberg, for grading and graveling Michigan street and sidewalks, from the east line of the C., C., C. & I. Railroad Company's grounds to Archer street, be, and the same is hereby, adopted as the estimate of the Common Council and Board of Aldermen, and that the property owners are hereby required to pay the sums set opposite their respective names.

Which was adopted by the following vote:

AYES, 20.—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Dill, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

NAYS—None.

Also, submitted the following report; which was received:

To the Mayor and Common Council:

*Gentlemen*:—My report of August 12th, 1878, suggesting the improvement of Indiana avenue, from West street to Fall Creek, was referred back to me, with instructions to report an estimate of the city's portion of cost of said improvement.

The improvement suggested in my report consisted in lowering the grade of said avenue, re-graveling it, and bouldering and curbing the gutters thereof, between the points mentioned. Basing my estimate on this kind of improvement, I find the city's portion will amount to one thousand dollars (\$1,000).

Respectfully submitted,

R. M. PATTERSON, City Civil Engineer.

Indianapolis, August 19, 1878.

Also, presented the following communication, accompanying same with the contracts and bonds therein referred to; which communication was received, and the contracts and bonds were duly concurred in and approved:

To the Mayor and Common Council:

*Gentlemen*:—I herewith report the contract and bond of Thomas Niland, for grading and graveling the first alley south of South street, between Missouri and Mississippi streets. Bond \$250; surety James Rainey.

Also, contract and bond of Oliver T. Bowen, for painting certain iron bridges belonging to the City of Indianapolis. Bond \$100; surety, S. K. Fletcher.

I would further report that contracts were awarded, by the Council and Board of Aldermen, to Wm. H. Neff, Wm. M. McPherson, J. Henry Ballman, Ira C. Webb, Smith & Costillo, and C. R. Loucks, for painting iron bridges, but all of said parties have failed to file the contracts and bonds.

Respectfully submitted,

R. M. PATTERSON, City Civil Engineer.

On Councilman Marsee's motion, the vote by which bridge-painting contracts were awarded to the parties named in the last clause of preceding report, was reconsidered by the following vote:

AYES, 21—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Dill, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

NAYS—None.

Councilman Marsee then moved that contracts for painting the unlet bridges be awarded to the next lowest and best bidders; which motion was unanimously adopted.

The City Clerk presented the following petitions; which were severally referred to the Committee on Opening, etc., Streets and Alleys:

*Petition to widen and extend John street.*

To the Common Council and Board of Aldermen of the City of Indianapolis:

The undersigned, your humble petitioners, show unto your honorable bodies that it was provided in the contract entered into between the City and the Cleveland, Columbus, Cincinnati & Indianapolis Railway Company, and the Indianapolis, Peru and Chicago Railway Company, set forth at length in the proceedings of your honorable bodies (and which may be found in the printed proceedings, under date of March 4th, 1878, page 771), that, "in order to afford convenient access by the public to the proposed upper city freight depots, that may be hereafter erected by this [C., C., C. & I. Railway Co.] 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."

The said C., C., C. & I. Ry. Co. will, at any time, comply with the foregoing provisions resting on it, without cost to the city, whenever it is apparent that the remainder of said John street will be widened as agreed upon as aforesaid.

The petitioners file herewith a plat, showing the location of said street and surrounding property, with the names of the owners, as far as known to your petitioners.

They show that the opening of John street is a matter of public utility, and will be a general public benefit.

Wherefore, they pray that proper notice may be given, and said street opened and extended in accordance with the terms and provisions of said contract and the facts set forth in this petition, and in the manner provided by law.

CLEVELAND, COLUMBUS, CINCINNATI AND INDIANAPOLIS  
RAILWAY COMPANY.

C. C. GALE, JOHN T. DYE, ADDISON C. HARRIS.

*Petition to vacate East Second street, and so much of East Maryland street as lies between East street and Pogue's Run,*

To the Common Council and Board of Aldermen of the City of Indianapolis:

The undersigned petitioners represent to your honorable bodies that, in the agreement made between the City and Cleveland, Columbus, Cincinnati & Indianapolis Railway Company, and the Indianapolis, Peru & Chicago Railway Company (set forth in the proceedings of your honorable bodies, under date of March 4th, 1878, page 771), among other things it was provided:

"*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, vacate so much of East Maryland street as lies between East street and Pogue's Run."

Said contract is on the files in your City Clerk's office; and is also set out in Ordinance Record, No. —, page —.

In regard to East Second street, your petitioners show that it extends from the south line of the first alley south of St. Clair street, north, with a uniform width of forty feet, to Massachusetts avenue. That the said Cleveland, Columbus, Cincinnati & Indianapolis Railway Co., and said Indianapolis, Peru & Chicago Railway Co. own all the ground fronting on both sides and the south end of said street. That the same has never been used for public travel, nor is there, for the use of said street, any demand by or for the public; that it never can be of any utility as a street. That for many years last past, by the permission of the city, it has been used exclusively for railroad purposes, and must be so used in the future. That no persons, except said two railroad companies, are in anywise interested in said street. And the said contract above mentioned was entered into by and with the concurrence of all the property holders in that portion of the city, and was by them deemed to be of great advantage to them and their property.

Your petitioners also file with this petition a map of said East Second street and the surrounding locality. The C., C., C. & I. Ry. Co. owns all the land enclosed by the broad red line, and the small red lines represent its tracks, put down in compliance with said contract. The blue lines indicate the tracks of said I., P. & C. Ry. Co., as established and used under the provisions of said contract. (Said map is marked Exhibit No. 1.)

In regard to that part of East Maryland street lying between East street and Pogue's Run, your petitioners show: That that part of said street has not been used by the public for many years; that, owing to the location and use of the several railroad tracks in said locality, it will never be used as a street. That the property on the north and south side of said portion to be vacated belongs to the Cleveland, Columbus, Cincinnati & Indianapolis Railway Co.; and said part of said street is necessary to be used by it, in carrying out the provisions of said contract, in the establishment and maintenance of its down-town depots. That the property lying opposite belongs to said C., C., C. & I. and the I., P. & C. Ry. Cos. That said street is forty feet wide. That no other persons than said railway companies are in any manner interested in said street asked to be vacated, and the same is of no public utility as a street.



Your petitioners file herewith a map of said East Maryland street, between East street and Pogue's Run, showing the surrounding locality. The red line, marked "division line," shows how the property of the two railroad companies was divided, under and in pursuance of said contract with the city. Said last mentioned map is marked Exhibit No. 2.

Wherefore, your petitioners pray that each of said streets may be vacated, according to the terms of said contract, and in the manner prescribed by law.

CLEVELAND, COLUMBUS, CINCINNATI & INDIANAPOLIS  
RAILWAY COMPANY.

INDIANAPOLIS, PERU & CHICAGO RAILWAY COMPANY,  
By DAVID MACY, President.

C. C. GALE, JOHN T. DYE, ADDISON C. HARRIS.

#### REPORTS FROM OFFICIAL BOARDS.

The Board of Public Improvements, through President McKay, submitted the following report; which was read and considered by clauses, and said clauses were severally concurred in:

To the Mayor and Common Council:

*Gentlemen*:—We would respectfully report as follows, upon certain papers referred to us:

1st. Is a motion directing the Street Commissioner to clean Dunlop street gutters, between Madison avenue and East street.

We recommend this work be done.

2d. Is a motion directing the same officer to fill the holes, with gravel, in Mississippi street, between North and Pratt streets.

We recommend this work be done, at a cost not to exceed thirty (30) dollars.

3d. Is a motion directing the same officer to fill up the mud holes, with dirt or gravel, in the first alley north of Pratt street, crossing at Illinois street and running west to the alley running north and south between Illinois and Tennessee streets.

This alley has never been improved, and we are of the opinion that it should be under an ordinance. Therefore, we would recommend the preparation and presentation of such an ordinance by the Councilman offering the above motion.

4th. Is a motion ordering the Citizens' Street Railway Company to raise their tracks to the grade of the street, on Illinois street, between Pratt and St. Joseph streets.

We are of the opinion that the tracks in question are not too low, and recommend that the motion be not concurred in.

5th. Is a motion directing the Street Commissioner to fill the chuck-holes and low places, with gravel, in Fort Wayne avenue, between Delaware street and the east side of Alabama street.

We recommend this work be done.

6th. Is a motion directing the Street Commissioner to fill the chuck-holes and low places, with gravel, in St. Mary street, between Ft. Wayne avenue and Alabama street.

We recommend this work be done.

7th. Is the petition of Charles N. Lee, Market-Master, asking the improvement of West Market Place, together with a motion directing the Street Commissioner to do some necessary grading and graveling in and about the West Market Place.

We have made full investigation of this matter, and earnestly recommend the work be done as contemplated by the motion.

8th. Is Special Ordinance 38, 1878, providing for the improvement of the alley running from Virginia avenue to East street, between Dougherty and Coburn streets; also, a remonstrance against said improvement.

The whole line of frontage on the line of improvement is about 4,600 feet, while remonstrance represents less than one-third of that amount; and, inasmuch as the alley needs improvement, we recommend the ordinance be passed.

9th. Is a claim of \$64.39 against the city, and in favor of the P., C. & St. L. R. R. Company, for repairing Virginia avenue crossing.

We find the claim is just, and recommend it be allowed.

Respectfully submitted,

M. H. MCKAY,  
JOHN L. MARSEE,  
Board of Public Improvements.

The same official board, with the City Attorney and the City Civil Engineer, submitted the following report; which was duly concurred in :

To the Mayor and Common Council:

*Gentlemen* :—We were directed to thoroughly investigate, and report at the next regular meeting of the Council, what action should be taken to prevent the overflow of the sidewalks, from North street to Fall Creek bridge, on Indiana avenue.

After a careful examination of the avenue, we would recommend that the gutters be thoroughly cleaned; and if that does not fully protect the property from damage by overflow, then it will become necessary to improve the street between the points referred to, in the manner heretofore proposed to the Council.

Respectfully submitted,

M. H. MCKAY,  
JOHN L. MARSEE,  
Board of Public Improvements.  
R. O. HAWKINS, City Attorney.  
R. M. PATTERSON, City Civil Engineer.

#### REPORTS, ETC., FROM COMMITTEES.

The Committee on Finance, through Councilman Wright, submitted the following report; which was duly approved and concurred in :

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

*Gentlemen* :—Your Committee on Finance, to whom was referred sundry papers, respectfully report—

1st. We have examined the City Clerk's report of orders issued during July, 1878, and find the same correct.

2d. We have examined the City Treasurer's report of receipts and payments during July, and balance in treasury on July 31st, 1878, and find the same correct, excepting the amounts reported as having been paid out on account of Station Houses and the balance in the treasury. The amount paid out on account of Station Houses was \$369.61, instead of \$269.61, as reported, making the balance in the treasury \$270,601.06, instead of \$270,701.06, as shown by the report.

3d. Is a communication from the Board of Health, asking that an allowance, dating from July 7th, 1878, be made to Sanitary Policeman Watson, to meet the expense of keeping his horse. The communication states that by using the horse, the officer has done twice the work he could have done on foot.

The great necessity for prompt and efficient work in the sanitary department prompt us to recommend that an allowance of \$8 per month be made, as petitioned for, and that the Committee on Accounts and Claims be ordered to provide for the payment of the same.

Respectfully submitted,

A. L. WRIGHT,  
S. MORRIS,  
G. SINDLINGER,  
Committee on Finance.

The Council and Aldermanic Committees on Gas-Light, together with the joint select committee on same subject, submitted the following report; which was duly received:

*Indianapolis, August 19, 1878.*

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

*Gentlemen*:—Your Committees on Gas-Light, together with a similar committee from the Board of Aldermen and a special committee appointed to act with them, who were instructed to confer with the gas company, and report what, if any, terms could be agreed upon for gas during the present year, would report that we have had the matter under investigation, and have been in conference with the gas company, and have received from the company a proposal, which is embodied in the contract which we herewith submit, and we recommend that said contract be approved, and the Mayor be instructed to execute the same on behalf of the city.

Respectfully submitted,

M. M. CUMMINGS,  
I. C. WALKER,  
T. C. READING,  
W. H. TUCKER,  
D. W. GRUBBS,  
T. E. CHANDLER,  
W. F. PIEL.

The following contract (referred to in preceding report) was then read:

THIS AGREEMENT, Made this 2d day of August, 1878, by and between The City of Indianapolis, party of the first part, and The Indianapolis Gas-Light and Coke Coke Company, party of the second part,

*Witnesseth*, That, whereas on the 22d day of July, 1876, said parties entered into a contract in writing, whereby the party of the second part undertook and agreed, for a period of five years from August 1st, 1876, to furnish gas to light the public lamps of said city, upon terms therein stated;

And whereas, disputes have arisen as to the validity of said contract and the rights of the parties thereunder;

And whereas, suit has been commenced by said party of the second part against the said party of the first part, which involves the question of the validity of said contract and the rights of the parties under it:

*Now, Therefore*, The parties hereto make this provisional agreement, for the term of one year from the 2d day of August, 1878, to-wit:

The said party of the second part agrees to furnish gas to said party of the first part, of the quality and kind provided for in the third section of the ordinance of the Common Council of said city, enacted March 19th, 1866, for twenty-two hun-

dred (2200) of the twenty-eight hundred and forty (2840) lamps now erected in and upon the streets of said city, said lamps to be lighted upon time-tables to be furnished by said city, which tables shall provide for twenty-six hundred (2600) hours per year for each and every lamp, and the burners thereof shall be of a capacity of not less than four cubic feet per hour for each and every lamp. Said party of the second part also agrees, at proper and regular times, to light and extinguish said lamps according to the schedule furnished by said party of the first part; to keep said lamps clean and in repair; and if said party of the second part shall fail or neglect to keep the same clean and in repair, the said party of the first part shall have the right to do so, and deduct the cost thereof from any sum due the said gas company.

It is further agreed that the party of the first part shall have the right to deduct from any amount due said party of the second part the sum of fifteen cents for each and every post for each and every night that it is not lighted and kept lighted during the time provided in the time-tables, *provided* that this provision shall not apply to cases of failure to light and keep lighted that are caused by frost, over which said party of the second part has no control; but said party of the second part agrees to use the utmost reasonable dispatch in thawing out such posts.

The city and her officers shall have the right, at any time, to test both the quality of the gas furnished and the capacity of the burners on the street lamps.

It is further agreed that the six hundred and forty (640) lamps that are, by this agreement, to be discontinued, shall be properly dismantled and the burners removed by said party of the second part at its own expense; and said company shall have the right to use the same in repairing the lamps remaining in use, *provided* that said company shall re-place the lanterns, burners, and fixtures upon said posts, in as complete a manner as the same now are, at its own expense, whenever the same shall be ordered re-lighted with gas by the city; *and provided* that no lanterns shall be removed from the posts in front of property where the owner of said property objects to such removal.

The aforesaid twenty-two hundred posts shall be such as shall be selected and designated by the joint Committee on Gas-Light of the Common Council and Board of Aldermen and a committee of said gas company; and said posts shall be designated by said committees on or before the 22d day of August, 1878.

For furnishing gas, and the lighting, cleaning, and keeping in repair of the six hundred and forty posts hereby discontinued, from and after August 2d to August 22d, 1878, both dates inclusive, the said party of the first part shall pay to the said party of the second part at the rate of \$29 per post per annum.

In making and preparing the schedule, or time-table, for the lighting of said twenty-two hundred lamps for twenty-six hundred hours, as in this contract provided, the number of hours that the same shall have been lighted, from and including August 2d, 1878, until the date of the going into effect of said time-table, shall be and constitute a part of said twenty-six hundred hours.

In consideration of the foregoing agreement of said party of the second part, the said party of the first part agrees to pay said party of the second part the sum of fifty-five thousand dollars (\$55,000) in equal monthly instalments.

And said party of the second part also agrees that if the city should, at any time, require a greater number of lamp-posts lighted than above mentioned, the said party of the second part will furnish gas, light and keep the same in repair, in the same manner as the said twenty-two hundred (2200) lamps above mentioned, and at the same rate, *provided* that the same are on the line of the mains of said party of the second part.

This contract to take effect from and including the 2d day of August, 1878, and be and remain in force for the period of one year.

After the expiration of the term of this contract, the parties hereto are to be remitted to whatever rights they, or either of them, may have under the contract of July 22d, 1876, the same as if this contract had never been made; it being expressly understood that nothing herein shall be construed as admitting the validity of said contract of July 22d, 1876, by said city, or its invalidity by said company; and nothing herein shall be so construed as to bar any right of action that said gas company may have against said city for gas furnished or lamps lighted and extinguished on the 1st day of August, 1878.

And, for the purpose of determining the right of said company to recover for said gas, and lighting and extinguishing the same, the following facts are agreed, to-wit: That said city, on the 29th day of July, 1878, notified said gas company that she did not regard herself bound by said contract of July 22d, 1876, and elected to and did treat said contract as a nullity, and that the city would not pay said company for gas furnished, and for lighting, extinguishing, cleaning, and repairing of lamps, under the terms of said contract, on and after the 1st day of August, 1878; and that she (the said city) claimed the right to regulate the lighting of the streets and alleys of said city, and of determining what amount of gas should be consumed by the city; and that the city, by her Common Council and Board of Aldermen, had resolved and determined, on and after the said 1st day of August, 1878, not to light the streets and alleys of the city as and in the manner provided for in said contract, and resolved and determined upon other regulations for lighting the streets and alleys of said city. And after said notice by the city, the said gas company, notwithstanding the objection of the city, proceeded to and did light all the lamps mentioned in said contract of July 22d, 1876 (2840 in number), in all things according to the terms of said contract of July 22d, 1876, on said 1st day of August, 1878. And it is agreed that the gas furnished and the lighting and extinguishing the said lamps, on said 1st day of August, was and is of the value of \$230, according to the terms of the contract of July 22d, 1876. Now, if upon the facts aforesaid, the contract of July 22d, 1876, was a binding and operative obligation upon the city on said 1st day of August, 1878, the said gas company shall have judgment for \$230: otherwise, the city shall recover her costs.

*In Witness Whereof*, The parties hereto, by their proper officers, have signed their corporate names and caused their corporate seals to be affixed.

[SEAL.]

THE CITY OF INDIANAPOLIS,

By JOHN CAVEN, Mayor.

Attest: BENJ. C. WRIGHT, City Clerk.

[SEAL.]

INDIANAPOLIS GAS-LIGHT AND COKE CO.,

By A. M. FLETCHER, President.

Attest: H. WETZEL, Secretary.

The execution of the foregoing contract was ordered by the following vote:

AYES, 13—viz.: Councilmen Brown, Bruner, Cummings, Morris, McGinty, Reading, Reasner, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

NAYS, 8—viz.: Councilmen Anderson, Bermann, Dill, Marsee, Morse, McKay, Off, and Rodibaugh.

The Judiciary Committee, through Councilman McKay, submitted the following report; and the first, second, and third clauses were duly concurred in, and the fourth clause was received:

*Indianapolis*, August 19, 1878.

To the Mayor and Members of the Common Council:

*Gentlemen*:—Your Judiciary Committee, together with the City Attorney, to whom was referred sundry papers and petitions, make the following report thereon:

*First*. Is the petition of Ellen Smith, to have refunded to her taxes, to the amount of \$61.09, under the Widows' Exemption Act.

In obedience to a resolution passed by this Council on May 6th, 1878, which is, in effect, "that no more taxes be refunded under the 'Widows' Exemption Act,' unless persons claiming exemption make such claims to the Assessor before paying their taxes," we recommend that the prayer of the petitioner be not granted.

*Second*. Is the petition of Dominick Minnie, to have taxes refunded, to the amount of \$12.

The petitioner represents that, in April, 1877, he owned a patent right, and listed it for taxation under misapprehension, anticipating realizing some value thereon. The petitioner further states that the patent right was then, and is now, entirely worthless, although listed for \$1,000; and from the fact that it has proven worthless, the petitioner asks the city to refund.

Your committee are of the opinion that to comply with this request would establish a bad precedent, in that a great deal of real estate has proven worthless in comparison with past anticipations, and the owners thereof would, for the same reason, be entitled to rebate of tax paid. We recommend that the prayer of the petitioner be not granted.

*Third.* Is the petition of Elsey Tanner, asking that she be paid the sum of six hundred dollars, on account of injuries received by falling through a defective culvert, near the corner of Douglass and North streets.

We have examined into the facts of the case, and find that the planking upon which petitioner fell was not placed there by the city, and that it was in such a condition that petitioner, by using ordinary care, would not have been injured. We are, therefore, of the opinion that the city is not liable, and would recommend that the prayer of the petitioner be not granted.

*Fourth.* Is the petition of McIntire & Kuhn, referred with instructions to prepare a general ordinance granting the prayer of the petitioners.

We herewith submit such an ordinance, and recommend that it be passed.

Respectfully submitted,

M. H. MCKAY,  
JOHN L. MARSEE,  
JOHN L. F. STEEG,  
Judiciary Committee.

R. O. HAWKINS, City Attorney.

The following entitled ordinance (referred to in the fourth clause of preceding report) was then introduced, and was read the first time, viz. :

G. O. 43, 1878—An Ordinance granting McIntire & Kuhn the right to build and use a Railroad Switch, constructed from the main track of the Jeffersonville, Madison & Indianapolis Railroad, upon a part of Madison avenue.

The Council and Aldermanic Committees on Printing, through Councilman Wright, submitted the following report; which was duly concurred in :

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

*Gentlemen* :—The joint Committee on Printing and Stationery, to whom was referred the motion of Alderman Grubbs, instructing us to ascertain and report the cost of preparing an Index to the Proceedings of the Common Council and Board of Aldermen, for the year ending May 7th, 1878, respectfully represent that we have received the following bids:

W. H. L. Sater proposes to prepare an Indexical Digest of the Proceedings, for \$1.10 per printed page of the Index.

Geo. H. Fleming proposes to prepare an Indexical Digest of the Proceedings, for \$150.00.

The index of the Proceedings of the previous year required 142 pages, and cost \$213. Your committee are of the opinion that the index now wanted will require between 140 and 150 pages.

Your committee recommend that the contract be awarded to George H. Fleming, believing him to be the lowest and best bidder, and believing his bid to be as low as the work can be properly done for.

Respectfully submitted,

A. L. WRIGHT,  
C. F. WIESE,  
M. L. BROWN,  
D. W. GRUBS,  
W. F. PIEL.

Joint Committee on Printing and Stationery.

MESSAGE FROM THE BOARD OF ALDERMEN.

The following message from the Board of Aldermen was then read :

To the Mayor and Common Council :

*Gentlemen* :—At a regular session of the Board of Aldermen, held August 13th, 1878, said Board refused to concur in the action of your honorable body, in amending General Ordinance 13, 1878, entitled "An Ordinance relative to the Streets, Alleys, Sidewalks, and Public Places of the City of Indianapolis; restraining the making of Excavations, therein or in lands adjacent thereto; prohibiting the placing of unauthorized Obstructions in or upon the same; securing the Public in the free and safe use thereof; revising and re-enacting Ordinance Provisions now in force; and prescribing Penalties for violations of its Regulations and Requirements," by striking out section 63 of said ordinance.

2d. At the same session of the Board, the following motion was offered and adopted, viz.:

"*Moved*, That the City Marshal be instructed to enforce the ordinance prohibiting the standing of vehicles in the streets, alleys, and on the sidewalks of the city, without a draft animal attached thereto."

For the Board of Aldermen :

GEO. T. BREUNIG, Clerk.

The first clause of preceding message being under consideration,

Councilman Tucker moved that the Common Council do adhere to its former action.

Councilman Wright moved that the Common Council ask for the appointment of a committee of conference.

Councilman Dill moved to lay last preceding motion on the table; which was done by the following vote :

AYES, 12—viz. : Councilmen Bermann, Bruner, Dill, Morse, McGinty, Off, Reading, Reasner, Sindlinger, Steeg, Tucker, and Wiese.

NAYS, 9—viz. : Councilmen Anderson, Brown, Cummings, Marsee, Morris, McKay, Rodibaugh, Walker, and Wright.

Councilman Tucker's motion was then adopted by the following vote :

**AYES**, 13—viz.: Councilmen Bermann, Bruner, Dill, Morse, McGinty, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, and Wiese.

**NAYS**, 8—viz.: Councilmen Anderson, Brown, Cummings, Marsee, Morris, McKay, Walker, and Wright.

The motion set forth in the second clause of the message was duly adopted.

PENDING ORDINANCES—PROCEEDINGS HAD THEREON.

On Councilman Brown's motion, the rules were now suspended, for the purpose of taking up ordinances in the files on second reading, and carrying same to final action, by the following vote:

**AYES**, 20—viz.: Councilmen Anderson, Brown, Bruner, Cummings, Dill, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

**NAYS**, 1—viz.: Councilman Bermann.

The City Clerk read the titles of all the General Ordinances on second reading, out of which the following were selected for final action, viz.:

The following entitled ordinances were stricken from the files:

- G. O. 61, 1875—An Ordinance supplemental to an ordinance entitled "An Ordinance relative to the Sale of Fresh Meats in the East Public Market of the City of Indianapolis."
- G. O. 43, 1876—An Ordinance prescribing certain regulations relative to the Sale and Purchase of Provisions, Produce, and other articles at any Market in the City of Indianapolis.
- G. O. 28, 1878—An Ordinance to repeal sections 2, 3, 4, 5, 6, and 7, entitled "An Ordinance preventing Frauds in the Sale of Wood, and providing for Wood-Measurers (ordained Nov. 23, 1863)"; also, to repeal an ordinance entitled "An Ordinance to compel payment of Allowances to Wood-Measurers for measuring Wood (ordained Aug. 1, 1872)."
- G. O. 33, 1878—An Ordinance to repeal an ordinance.
- G. O. 38, 1878—An Ordinance repealing an ordinance entitled "An Ordinance prescribing General Regulations for the Public Markets of the City of Indianapolis; providing for the establishment of Licensed Markets; and defining the General Powers, Functions, and Duties of City Market-Masters."
- G. O. 39, 1878—An Ordinance repealing an ordinance entitled "An Ordinance establishing certain Rules and Regulations for the Government of the Public Markets of the City of Indianapolis; prescribing Restrictions upon Sales of sundry Articles of Food in other portions of said city; and imposing Fines and Punishments for violations thereof."

The following entitled ordinance was also read the second time:

- G. O. 40, 1878—An Ordinance fixing the Salary of the City Treasurer.



And then Councilman Marsee moved to strike said ordinance from the files.

Councilman Reasner moved to lay the preceding proposition on the table; which motion was lost by a *viva voce* vote.

General Ordinance 40, 1878, was then stricken from the files, by the following "aye and nay" vote:

AYES, 11—viz.: Councilmen Anderson, Brown, Cummings, Marsee, Morris, Morse, McKay, Rodibaugh, Tucker, Walker, and Wright.

NAYS, 9—viz.: Councilmen Bermann, Bruner, McGinty, Off, Reading, Reasner, Sindlinger, Steeg, and Wiese.

The following entitled Special Ordinances were also stricken from the files:

S. O. 24, 1878—An Ordinance to provide for bowldering the north gutter, curbing with stone and paving with brick the north sidewalk of McCarty street, from Alabama street to the first alley west of Alabama street.

S. O. 33, 1878—An Ordinance to provide for the erection of lamp-posts, lamps, and fixtures (complete to burn gas, except the service-pipes), on John street, between Peru avenue and Hanna street.

The following entitled ordinance was read the second time, ordered to be engrossed, and then read the third time:

G. O. 31, 1878—An Ordinance regulating the disposition of Dead Animals, and Animal Offal and Blood, in the City of Indianapolis, and within two miles of the corporate limits of said city, and upon what is known as the Sellers' Farm.

And was passed by the following vote:

AYES, 20—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

NAYS—None.

The following entitled ordinance was also read the second time, ordered to be engrossed, and then read the third time:

S. O. 14, 1878—An Ordinance to provide for grading and bowldering Georgia street, from Meridian street to Illinois street.

And was passed by the following vote:

AYES, 20—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

NAYS—None.

The following entitled ordinance was also read the second time, ordered to be engrossed, and then read the third time:

- S. O. 21, 1878—An Ordinance to provide for grading and bowldering South street, and curbing the sidewalks thereof, from Meridian street to Pennsylvania street.

And was passed by the following vote :

AYES, 20—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Marsee, Morris, Morse, McGinty, McKay, Off. Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

NAYS—None.

The following entitled ordinance was also read the second time :

- S. O. 25, 1878—An Ordinance to provide for the erection of lamp-posts, lamps, and fixtures (complete to burn gas, except the service-pipes), on Lord street, from Noble street to Cady street.

Councilman Wright moved to strike the foregoing ordinance from the files.

On Councilman Tucker's motion, the preceding proposition was laid on the table, and aforesaid ordinance goes back on the files as on the second reading.

The following entitled ordinance was read the third time :

- S. O. 27, 1878—An Ordinance to provide for the erection of lamp-posts, lamps, and fixtures (complete to burn gas, except the service-pipes), on Agnes street, between New York and North streets.

Councilman Cummings moved to strike the foregoing ordinance from the files.

On Councilman Morse's motion, the preceding proposition was laid on the table.

A vote was then taken on the passage of aforesaid ordinance, and it failed to pass by the following vote :

AYES, 9—viz.: Councilmen Anderson, Bermann, Bruner, Marsee, Morse, McGinty, Off, Sindlinger, and Wiese.

NAYS, 11—viz.: Councilmen Brown, Cummings, Morris, McKay, Reading, Reasner, Rodibaugh, Steeg, Tucker, Walker, and Wright.

The following entitled ordinance was read the second time :

- S. O. 31, 1878—An Ordinance to provide for improving McCarty street, from Delaware to East street, by bowldering the gutters, and paving with brick and curbing with stone the gutters thereof.

On Councilman Wright's motion, the following amendment was made to the foregoing ordinance :

By striking out the phrase, "The alley crossings bowldered, and the crosswalks laid with double-stone crossings," from the specifications in the first section.

The foregoing ordinance, as amended, was then passed by the following vote :

**AYES**, 20—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

**NAYS**—None.

The following entitled ordinance was also read the second time, ordered to be engrossed, and then read the third time :

S. O. 34, 1878—An Ordinance to provide for improving Lawrence street, from Beech street to Rural street, by grading and graveling the roadway thereof.

And was passed by the following vote :

**AYES**, 20—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

**NAYS**—None.

The following entitled ordinance was also read the second time, ordered to be engrossed, and then read the third time :

S. O. 35, 1878—An Ordinance to provide for improving Valley Drive, from Hill avenue to Beech street, by grading and graveling the roadway thereof.

And was passed by the following vote :

**AYES**, 20—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

**NAYS**—None.

The following entitled ordinance was also read the second time, ordered to be engrossed, and then read the third time :

S. O. 36, 1878—An Ordinance to provide for improving Beech street, from Valley Drive to Lawrence street, by grading and graveling the roadway thereof.

And was passed by the following vote :

**AYES**, 20—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

**NAYS**—None.

The following entitled ordinance was also read the second time, ordered to be engrossed, and then read the third time :

S. O. 37, 1878—An Ordinance to provide for improving Hoyt avenue, from Dillon street to Linden street, by grading, and paving with brick, the sidewalks thereof.

And was passed by the following vote :

AYES, 20—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

NAYS—None.

The following entitled ordinance was also read the second time, ordered to be engrossed, and then read the third time :

S. O. 43, 1878—An Ordinance to provide for the improvement of the first alley south of Vermont street, from Columbia street to West street, by grading and graveling.

And was passed by the following vote :

AYES, 20—viz.: Councilmen Anderson, Bermann, Brown, Bruner, Cummings, Marsee, Morris, Morse, McGinty, McKay, Off, Reading, Reasner, Rodibaugh, Sindlinger, Steeg, Tucker, Walker, Wiese, and Wright.

NAYS—None.

On motion, the Common Council then adjourned.

JOHN CAVEN, Mayor,

President of Common Council.

Attest: BENJ. C. WRIGHT, City Clerk.