

REGULAR MEETING.

COUNCIL CHAMBER,
CITY OF INDIANAPOLIS,
September 17, 1900. }

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, September 17, 1900, at 8 o'clock, in regular meeting.

Present, Hon. John H. Crall, President of the Common Council, in the chair, and 18 members, viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Higgins, Horan, Kaiser, Keller, Kelly, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly and Spiegel.

Absent 2, viz.: Messrs. Knight and Wheeler.

The Clerk proceeded to read the Journal, whereupon Councilman Bernauer 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,
INDIANAPOLIS, IND., September 10, 1900.

To the President and Members of the Common Council:

Gentlemen—I have this day approved the following ordinances:

G. O. No. 37, 1900. An ordinance changing the name of Thompson street to Traub avenue.

G. O. No. 35, 1900. An ordinance prohibiting the placing of formaldehyde or any form of preservaline in milk sold or intended to be sold in the City of Indianapolis, Indiana; to prevent the keeping or sale thereof;

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, IND., September 14, 1900.

To the President and Members of the Common Council:

Gentlemen—We desire to withdraw from the further consideration of your Honorable Body the contract made and entered into by this Board with the Home Heating and Lighting Company on the 5th day of September, 1900.

Respectfully submitted,

ALBERT SAHM,
C. MAGUIRE,
Board of Public Works.

Which was read and ordered spread on the minutes.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, IND., September 17, 1900.

To the President and Members of the Common Council:

Gentlemen—We desire to withdraw from the further consideration of your Honorable Body the contract made and entered into on the 3d day of September, 1900, by and between the City of Indianapolis, by and through the Board of Public Works, and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, whereby said Company was granted the right, privilege and authority to lay and maintain certain switches and side-tracks.

Respectfully submitted,

ALBERT SAHM,
C. MAGUIRE,
Board of Public Works.

Which was read and ordered spread on the minutes.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, IND., September 14, 1900.

To the President and Members of the Common Council:

Gentlemen—We send you herewith, for your consideration and action thereon, an ordinance ratifying and approving a certain contract made and entered into this day with the Home Heating and Lighting Company, granting said company the right, privilege and authority to maintain and operate a hot water heating and electric lighting plant in the City of Indianapolis for a term of twenty-five years, under certain terms and conditions named, and fixing a time when the same shall take effect.

Respectfully submitted,

ALBERT SAHM,
C. MAGUIRE,
Board of Public Works.

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

REPORTS, ETC., FROM STANDING COMMITTEES.

Mr. Megrew, on behalf of the Committee on Finance, to which was referred:

App. O. No. 10, 1900. An ordinance appropriating the sum of thirty-seven thousand, four hundred thirty-two dollars and eighty-five cents, for the use of the Department of Finance, and fixing a time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., September 17, 1900.

Mr. President:

The Finance Committee, to whom was referred App. O. No. 10, 1900, having considered the same, recommend that it do pass.

HAROLD C. MEGREW.
WM. KAISER.
GEO. H. EVANS.
A. DALLER.
W. H. WHEELER.
C. M. DICKSON.
J. W. MCGREW.

Which was read and concurred in.

Mr. Megrew, on behalf of the Committee on Finance, to which was referred:

App. O. No. 11, 1900. An ordinance appropriating the sum of three hundred dollars (\$300) for the use of the Department of Public Health and Charities of the City of Indianapolis, Indiana, and fixing the time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., September 17, 1900.

Mr. President:

The Finance Committee to whom was referred App. O. No. 11, 1900, having considered the same, recommend that it do pass.

HAROLD C. MEGREW.
WM. KAISER.
GEO. H. EVANS.
A. DALLER.
W. H. WHEELER.
C. M. DICKSON.
J. W. MCGREW.

Which was read and concurred in.

APPROPRIATION ORDINANCES.

Under this order of business, the following ordinances were introduced:

By Mr. Megrew:

App. O. No. 13, 1900. An ordinance appropriating the sum of seventy-one thousand, one hundred and seventy-two dollars and five cents for the

use of the Department of Finance, and fixing a time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That there be, and is, hereby appropriated out of any funds in the city treasury of the City of Indianapolis, Indiana, not otherwise appropriated, the sum of seventy thousand, six hundred dollars (\$70,600) for the use of the Department of Finance, with which to pay temporary loan of seventy thousand six hundred dollars (\$70,600), made September 1, 1900, and maturing December 1, 1900, and the sum of \$572.05 interest thereon.

Sec. 2. This ordinance shall be in full force and effect from and after its passage.

Which was read a first time and referred to Committee on Finance.

By Mr. Megrew:

App. O. No. 14, 1900. An ordinance appropriating the sum of one hundred and seventy dollars and fifty-five cents (\$170.55), with which to pay a certain claim made by virtue of Section 8 of an act entitled, "An act to better regulate and restrict the sale of intoxicating and malt liquors, etc.," approved March 11, 1895, and fixing a time when the same shall take effect.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the sum of one hundred and seventy dollars and fifty-five cents (\$170.55) be and the same is hereby appropriated to pay the following claim made under and by virtue of an act entitled, "An act to better regulate and restrict the sale of intoxicating and malt liquors," approved March 11, 1895.

Nora Henry, guardian of George A. Henry, a person of unsound mind, one hundred and seventy dollars and fifty-five cents (\$170.55).

Sec. 2. This ordinance shall be in full force and effect from and after its passage.

Which was read a first time and referred to Committee on Finance.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

Under this order of business, the following ordinances were introduced:

By Mr. Megrew:

G. O. No. 42, 1900. An ordinance authorizing the City Comptroller to make a temporary loan in anticipation of the revenue for the current year.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the City Comptroller be and hereby is authorized and empowered to negotiate a temporary loan in anticipation of the revenue of said city for the current year, for any sum not exceeding seventy thousand dollars (\$70,000), to be made October 1, 1900, and maturing not later than the first day of December, 1900, and at a rate of interest not exceeding six (6) per cent. per annum.

And the Mayor and City Comptroller are hereby authorized and directed to execute the proper bonds or obligations of said city for the amount so borrowed, and for the payment of said bonds or obligations the faith of the city is hereby irrevocably pledged.

Sec. 2. This ordinance shall be in force from and after its passage.

Which was read a first time and referred to Committee on Finance.

By Mr. Munro:

G. O. No. 43, 1900. An ordinance making unlawful the throwing of missiles in theatrical or other public assemblies in the City of Indianapolis, and providing a penalty therefor.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, That from and after the passage of this ordinance, it shall be unlawful for any person to throw, or hurl with the hand, sling, blow-pipe, or any other instrument, or in any other manner, any stone, club, stick, paper wad, shot, corn, or any other missile, of whatever kind, character or description, in any theatre, hall, or place of public amusement, in the City of Indianapolis, at or during the time of any performance, or the assembling or dispersing of any audience, in any such theatre, hall, or place of public amusement, in the City of Indianapolis.

Section 2. Any person violating any provision of this ordinance, upon conviction thereof, shall be fined in any sum not exceeding one hundred dollars (\$100).

Section 3. This ordinance shall take effect and be in force from and after its passage, and the publication thereof in the Indianapolis Daily Sentinel, one (1) day in each week, for two (2) successive weeks.

Which was read a first time and referred to Committee on Public Safety and Comfort.

By Board of Public Works:

G. O. No. 44, 1900. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 27th day of August, 1900, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis, Greenwood & Franklin Railroad Company of Indiana, whereby said company is authorized to run and operate its interurban cars into said city along certain streets, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the City of Indianapolis, and fixing the time when the same shall take effect.

Whereas, heretofore, to-wit: On the 27th day of August, 1900, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis, Greenwood & Franklin Railroad Company, namely:

This agreement, made and entered into this, the 27th day of August, 1900, by and between the City of Indianapolis, Marion County, Indiana (hereinafter called the city), by and through its Board of Public Works, party of the first part, and the Indianapolis, Greenwood & Franklin Railroad Company of Indiana (hereinafter called the company), a corporation duly organized and incorporated under and by virtue of the laws of Indiana, party of the second part, witnesseth that:

Whereas, The said Indianapolis, Greenwood & Franklin Railroad Company of Indiana has presented its written petition to the Board of Public Works of said City of Indianapolis, asking permission

to be allowed to run and operate its interurban cars into said city along certain streets therein and hereinafter named, over the tracks of the Indianapolis Street Railway Company, and to carry passengers, mail, express matter, baggage and freight through and into such city on such cars; and,

Whereas, By the provisions of an act of the General Assembly of the State of Indiana, entitled, "An act concerning Street Railroad Companies in cities the population of which exceeds one hundred thousand; repealing all laws in conflict with this act, and declaring an emergency," which became a law, without the Governor's signature, on the 3d day of March, 1899, the use of the said tracks of the Indianapolis Street Railway Company shall be upon such conditions and under such regulations as the Board of Public Works and Common Council of such city shall prescribe;

Now, therefore, The said Board of Public Works of said City of Indianapolis, in consideration of the several agreements of the said company, party of the second part, hereinafter stipulated and set forth, does hereby (subject to the ratification and approval of the Common Council of said city) authorize, empower and permit the said Indianapolis, Greenwood & Franklin Railroad Company, subject to the conditions hereinafter prescribed and expressed, to operate and run its cars upon and over the tracks of the Indianapolis Street Railway Company, now laid and in use upon the following streets and avenues of said city, to-wit:

Commencing at a point on South Shelby street at the corporation line of said city; thence north on Shelby street to Virginia avenue; thence northwest on Virginia avenue to Washington street; thence west on Washington street to Illinois street; thence south on Illinois street to Georgia street; thence east on Georgia street to Meridian street; thence north on Meridian street to Washington street; thence east on Washington street to Virginia avenue; thence southeast on Virginia avenue to Shelby street; thence south on Shelby street to the corporation line of the City of Indianapolis.

And that for the purpose of storing, cleaning and repairing' its cars, when necessary, the said company may also run the same over the tracks of said Indianapolis Company, subject to the conditions hereinafter set forth, as follows:

From the intersection of Georgia and Illinois streets, south on Illinois street to the Union Station; thence west to and around the loop at the intersection of Louisiana street and Capitol avenue, so as to reach the car house and shops of the said Indianapolis Street Railway Company.

The above grant is made upon the following express conditions:

1. That after entering the City of Indianapolis, all cars of said company, party of the second part, shall stop at all intersecting streets on signal from waiting passengers, or passengers on such cars desiring to leave the same, and shall take on and carry all passengers desiring to take passage on any such cars for the purpose of being transported between different points in said city: *Provided*, that such car shall not be stopped at any such street for a longer time than is necessary to take on and discharge such passengers, and that no baggage other than hand baggage, nor express or freight matter shall be unloaded or taken on any such car at any such crossing.

2. The said company, party of the second part, shall charge not to exceed five cents for a single fare for passage between any two points in said city on its lines. It shall keep constantly in the hands of its conductors tickets of the Indianapolis Street Railway Company, which shall be sold to any such passenger at the rate of six for twenty-five cents, or twenty-five for one dollar. No tickets shall ever be sold on the cars of said company at a higher price than that charged for tickets sold by the Indianapolis Street Railway Company. A passenger who shall pay a single five-cent fare, or who shall deliver to the conductor a ticket of

the Indianapolis Street Railway Company, shall be entitled to ride on such car to any point on the line of said interurban company within such city.

If any passenger on any of such cars shall desire to purchase tickets from the conductor thereof, and shall tender the sum of twenty-five cents for six tickets, or one dollar for twenty-five tickets, and such conductor, by reason of not having such tickets in his possession or for any other reason, shall fail to deliver such tickets on such demand or request therefor, then such passenger shall not be compelled to pay a cash fare, but shall, on demand, be carried without charge: *Provided*, that if, before he leaves the car any conductor shall tender said passenger the tickets first demanded by him at the rate herein prescribed, he shall be compelled either to purchase said tickets and surrender one of the same to said conductor for his passage, or pay a cash fare therefor.

The right is expressly reserved to the Board of Public Works and Common Council, after the lapse of five years from the date of this contract, to adopt rules and regulations, requiring said company to issue transfer tickets which shall be good upon the cars of any other suburban or interurban railway company run or operated in said city, which transfer tickets shall be issued in the same manner and under the same terms and conditions as such transfer tickets are now issued by the Indianapolis Street Railway Company, except as to providing for transfer to and from the cars of said company; and if said Board of Public Works shall arrange with the said Indianapolis Street Railway Company for the transfer of passengers, then said company, party of the second part, shall issue to its city passengers, demanding them, transfer tickets entitling such passengers to the same privileges upon the cars of the said Indianapolis Street Railway Company as passengers holding transfer tickets issued by said Indianapolis Street Railway Company are now entitled to under the franchise and contract under which said Indianapolis Street Railway Company is now operating, and accept transfer tickets issued by said Indianapolis Street Railway Company for passage upon the cars of said company, party of the second part, upon the terms and conditions provided herein for their use upon cars of said railway company.

3. The said company, party of the second part, shall so run and operate its cars in said city as not to delay or interfere in any wise with the running and operation of the cars of the said Indianapolis Street Railway Company, or to interfere with any schedule for the running of the said cars of said Indianapolis Company which may hereafter be fixed by the Board of Public Works, and the said cars of the said Indianapolis, Greenwood & Franklin Railroad Company shall be so operated as not to interfere in any way with public travel at street or alley crossings.

The right is expressly reserved to the said Board of Public Works to fix time schedules for the running of all the cars of said Indianapolis, Greenwood & Franklin Railroad Company passing on and over the streets of said city, to the end that there shall be uniformity and regularity in the running of all the cars of the several companies in said city, and also prompt and efficient service: *Provided*, that said company shall, between the hours of 6 o'clock a. m. and 11 o'clock p. m. run, at least, one car every two hours.

4. The cars of said Indianapolis, Greenwood & Franklin Railroad Company, party of the second part, shall not be stopped, either for the receiving or discharge of passengers, or for any purpose other than to avoid collision or casualties, at any point in such city, except at street crossings, as hereinafter provided, and at its depot or station which may hereafter be established at such point as the Board of Public Works may approve. In stopping its cars at street crossings, said company, party of the second part, shall at all times be governed by the rules, regulations, ordinances or contracts which are in force governing the stopping of the

cars of the Indianapolis Street Railway Company at such crossings, or other places in said city.

5. The said company, party of the second part, may at all times carry on its passenger cars, or in suitable compartments thereof provided for such purpose, such baggage belonging to its passengers being transported in such cars, as is usually allowed to be carried by passengers on steam railroad companies' cars, and also the United States mail, and such express matter and merchandise as may be enclosed in boxes, crates and parcels, so as to be easily handled and so as not to be unsightly in appearance or offensive to sight or smell, and also such packages and parcels as are usually carried and delivered by messenger service: *Provided*, that no live animals (except hunting dogs) nor fowls (except in boxes and coops) shall be carried on any such cars or in any such compartment at any time: and, *provided further*, that all baggage (other than hand baggage), except express matter, parcels, and articles of merchandise carried as aforesaid shall be delivered at the depot or station of said company hereinafter referred to, for distribution, and that in no case shall any such baggage (other than hand baggage) or any express matter, parcels or merchandise be loaded or unloaded in or upon any of the streets, alleys, avenues or public grounds of said city.

6. The said company, party of the second part, shall not be permitted under any circumstances to transport on its cars through or over the streets, alleys or avenues of such city live animals of any kind, other than hunting dogs, except between the hours of 12:30 a. m. and 4:30 a. m., and as hereinafter provided. Said company shall be permitted to haul and handle freight as hereinafter provided, when it shall have provided and established a freight depot in said city at some point which shall be approved by the Board of Public Works. After having provided and established such depot, the said company may deliver freight, other than live animals, not of a character offensive to sight and smell, into the said depot, where the same may be held for delivery to any part of said city, or for transfer to steam railroad lines, or to the lines of other suburban or interburban companies, which may be able to transport the same under any ordinance regulating such transportation. Said company shall have the right to carry horses, mules, swine, cattle or sheep, only between the hours of 12:30 a. m. and 4:30 a. m., then only over so much of the line of said company as lies between the corporation line of said city and the line of the Belt Railroad. When the line of said company does not cross the line of the said Belt Railroad, then said company shall not haul live animals of the classes last above mentioned in said city.

7. The said company, party of the second part, shall provide in the central part of said city, at some point to be approved by the Board of Public Works, a depot or station in which baggage, express matter, merchandise in boxes, crates or parcels, garden marketing, dairy products, properly enclosed and secured, hauled or to be hauled in the cars of said company through said city, shall be loaded and unloaded, and for the purpose of reaching its said depot, the right is hereby granted said company to lay its tracks across such streets, alleys or sidewalks, under the direction of the Board of Public Works, as may be necessary to run from its main line to said depot. Any such depot shall be kept clean and free from all noxious odors, and shall at all times be under the supervision of the Board of Health of said city, for the purpose of making and enforcing all necessary regulations to insure the cleanliness of the same: *Provided, however*, for the period of one year from the date of this contract, said company, for the purpose of loading and unloading its cars, shall have the right, by first securing the consent of the Indianapolis Street Railway Company, to stand said cars upon some line of "dead track" of said Indianapolis Street Railway Company: *Provided*, that the selection of such "dead track" shall be first approved by the

said Board of Public Works: and, *provided further*, that such cars shall not be allowed to stand more than fifteen (15) minutes at any one time in loading or unloading.

The right is hereby expressly reserved by the Board of Public Works and Common Council of said city, to regulate by order or ordinance the carrying of freight, baggage or merchandise, or property of any kind through the streets, alleys and avenues of said city, or if by them deemed necessary to the public health or comfort, or the convenience of public travel in said city, to prohibit the carrying of freight of all kinds through any of such streets, alleys and avenues.

8. The cars to be run and operated by said company, party of the second part, shall be propelled by electric power only: *Provided*, that if the Board of Public Works and Common Council of said city, under the power reserved to them under the contract heretofore entered into between said city and the Indianapolis Street Railway Company, shall by order or ordinance require said Indianapolis Company to introduce any other improved method of propulsion, then, and in such case, the said company, party of the second part, shall adopt and use such improved methods in the propulsion of its cars running within such city.

9. If the said company, party of the second part, shall hereafter be permitted to set poles and string wires in said city, or construct therein any other electrical appliances for the propulsion of its cars, the same shall be so constructed by providing for an independent return circuit for the electricity used, or by such approved scientific methods as will prevent any injury by any such current of electricity to water pipes, gas pipes or any other property in, under or upon any of the streets, alleys or avenues aforesaid, or elsewhere within such city, and the said company, party of the second part, shall hold the city free and harmless from all damages of every nature whatsoever resulting to any person or property on account of injury caused by the electrical currents of said company, or by the construction or operation of the street railway cars of said company.

10. If the said company, party of the second part, shall hereafter be permitted to construct any tracks within said city, or if hereafter any of the tracks of said company shall by annexation be brought within the limits of said city, then the said company shall, when ordered so to do by the Board of Public Works, pave the space between all rails, including the space between its tracks where there are double tracks, switches or side-tracks, and for a distance of eighteen inches on the outside of the outside rails of its tracks, and shall at all times make all necessary repairs in such space under specifications both as to material and manner, as may be provided by said Board, and under the supervision of the City Civil Engineer of said city. It is also agreed that said company, party of the second part, shall in the construction and maintenance of any such track, construct and maintain the same in all respects in the same manner as the Indianapolis Street Railway Company is required by contract and ordinance to construct and maintain its tracks within such city, and the obligation of said company, party of the second part, to pave, improve and repair the space between its tracks and for eighteen inches on the outside of the outside rails thereof shall be the same as the obligation of the said Indianapolis Company to pave, improve and repair the space between its tracks under the provisions of its said contract with said city and the ordinance ratifying the same, which ordinance, passed by the Common Council of said city on the 7th day of April, 1899, is by reference made a part of this contract.

11. The said company, party of the second part, shall during the entire period for which this franchise is granted so operate its cars in said city as to render the public at all times first-class and efficient service; that its motive power shall at all times be ample and of the most approved kind; that its cars shall be of the best and most approved

pattern, style and finish; at all times kept clean, well ventilated, provided with comfortable seats for passengers and heated with safe and convenient appliances whenever the weather is such that the comfort of passengers requires the same, and lighted at night with electricity, or, subject to the approval of said Board of Public Works, with other equally efficient light; that all such cars shall be kept in good repair, and shall at all times be so painted on outside and decorated on the inside as to present an attractive appearance, and shall be repainted and redecorated from time to time as may be necessary to maintain such appearance; that each of such cars shall be provided with the most approved life guards, and all other modern appliances for the insurance of the safety of its passengers and employes; that each of such cars shall be provided with a sufficient number of electric bells, connections, buttons or knobs, so that passengers may, without inconvenience by the use thereof, notify the conductor having charge of any such car of their desire to leave the same at the proper crossing; that each of such cars shall have thereon the name of the said company, or the point of its destination, in letters of such size that the same may be readily discerned and read by persons of ordinary eyesight, and that at night such name shall be so illuminated or displayed that the same may be readily and easily seen and read by persons desiring to take passage on such cars; that the tracks of such company which may come within such city by extension of its boundaries or hereafter be permitted to be constructed or owned therein, shall at all times be kept in repair, provided with the most modern and improved rails of sufficient size and weight and in such condition that passengers riding in cars over the same shall suffer no discomfort or inconvenience by reason of such tracks or any part thereof being irregular, uneven or in any wise insufficient, and the right is reserved to the Board of Public Works of such city to order any needed repairs to said tracks or roadbed, or cars or appliances, and the said company, party of the second part, agrees to comply with all such orders.

In case the said company, party of the second part, should fail to comply with any of the foregoing agreements or stipulations contained in this clause, concerning motive power, the kind of cars to be used, or the equipment, painting, decoration, heating, lighting or designating the same, or concerning alarm bells, life guards and appliances for the safety of passengers and employes, rails, roadbed or other stipulation herein contained concerning the operation, maintenance or construction of its line of street railway and cars, or in case said company shall fail to comply with any of the stipulations or provisions of this contract, and the Board of Public Works shall, by written notice, served on any officer of said company, require compliance with any such stipulation within a reasonable time therein fixed, and said company shall continue to fail and refuse, after such period so fixed, to comply with any such provision or stipulation, or notice or order of the Board pertaining thereto, then said company shall forfeit to said city the sum of fifty dollars (\$50.00) for each day that it shall continue to violate any such provision or stipulation, which sum may be collected without relief from valuation or appraisal laws, either by suit on any bond which may be given by said company for the performance of the conditions of this contract or otherwise as the said Board may elect: *Provided*, that nothing herein contained shall be construed as an attempt to abridge or in any wise restrict the power of the Common Council of said city to enact reasonable ordinances providing for the safety, comfort or convenience of the public traveling on the cars of said company within said city, and also providing reasonable penalties for the violation thereof.

In further consideration of the grant herein and hereby made, the said company, party of the second part, agrees and binds itself to pay to the said city on the 1st day of January, 1902, and annually thereafter during the first ten (10) years of this franchise, the sum of fifteen dol-

lars (\$15.00) per annum for each passenger car and each combination car run and operated by it over and on the streets of such city, and for the balance of the period for which this franchise is granted, said party of the second part agrees and binds itself to pay the sum of twenty-five dollars (\$25.00) per annum for each of said cars above described so run and operated by it.

In arriving at the number of cars for which such payment shall be made, the average number shall be ascertained by taking the total number of cars of each class aforesaid, so run over such streets in any one year and the part of the year preceding the time of the first payment, and dividing said total number by the number of days in said year or period, and the result of such division shall be taken and accepted as the number of cars of each class aforesaid for which such payment shall be made.

The president of said company, or other executive officer thereof, shall at the time of such payment, file with the City Comptroller a sworn statement as to the total number of cars of each class as aforesaid run and operated within such city during the year or period preceding.

This contract shall be in force and take effect from and after the date of its approval and ratification by an ordinance of the Common Council until the 7th day of April, 1933.

This limitation of time is one of the essential and governing conditions of this contract, and at the expiration of said period the rights of said company, party of the second part, to run or operate its cars within such city shall absolutely cease, and it shall be deemed and held a trespasser if it should undertake to so run or operate any car over any such street after that time.

Neither this contract nor any of the rights or privileges named therein shall ever be assigned or transferred by said company to any person, firm or corporation without the written consent of the said Board of Public Works, duly entered upon the records of said Board, first being given, and in the event of any such transfer or assignment without the said written consent of said Board of Public Works, then all rights and privileges of said company under the contract shall absolutely cease and become void, and said company shall be deemed and held a trespasser if it should thereafter undertake to run or operate any car over any street or alley of said city.

And it is also agreed and understood that the said company, party of the second part, shall not use nor operate nor permit to be used or operated on its said lines within said city, any car or cars belonging to any other person or corporation, without the consent of the Board of Public Works entered on the records of such Board.

12. The said company, 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 sum of ten thousand dollars (\$10,000.00), with good and sufficient sureties to be approved by the said Board of Public Works, conditioned that the party of the second part shall faithfully carry out and perform each and every agreement herein contained, and shall well and truly pay to said city all penalties, forfeitures and other sums of money which, under the terms of this contract, it may become liable to said city, and said bond shall be renewed from time to time during said period on the demand of the Board of Public Works of said city, whenever by reason of the insufficiency of the surety thereon or the impairment of the amount thereof by reason of the accumulation of unpaid penalties, forfeitures, judgments or other claims against said company, in favor of said city, the said Board deems such renewal necessary.

And in case the said company, party of the second part, shall on the reasonable demand of said Board fail or refuse to renew such bond or furnish additional surety thereon as may be required, then its rights

under this contract shall cease, and the franchise herein granted be forfeited, which forfeiture may be enforced in any court of competent jurisdiction.

Any right which might be claimed by said company, party of the second part, to run or operate any car in or on any street of such city, after the expiration of said period, either under the provisions of the statute under which it was incorporated, or any other statute or ordinance now existing, is hereby expressly waived.

In witness whereof, said parties have hereunto set their hands and seals, this 27th day of August, 1900.

CITY OF INDIANAPOLIS,

By ALBERT SAHM,

C. MAGUIRE,

Jos. W. SMITH,

Board of Public Works of said City.

THOMAS TAGGART, *Mayor.*

[SEAL.] INDIANAPOLIS, GREENWOOD & FRANKLIN R. R. COMPANY,
By CHARLES F. COFFIN, *President and Secretary.*

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, Indiana, That the foregoing contract and agreement made and entered into on the 27th day of August, 1900, by the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis, Greenwood & Franklin Railroad Company of Indiana, be and the same is hereby in all things ratified, confirmed and approved, and said Indianapolis, Greenwood & Franklin Railroad Company is hereby granted all rights, privileges and franchises as in said contract and agreement set forth, in accordance with the terms, conditions and provisions thereof.

Section 2. This ordinance shall take effect and be in full force from and after its passage.

Which was read a first time and referred to Committee on Contracts and Franchises.

By Board of Public Works:

G. O. No. 45, 1900. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 27th day of August, 1900, between the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis & Greenfield Rapid Transit Company of Indiana, whereby said company is authorized to run and operate its interurban cars into said city along certain streets, and to carry passengers, mail, express matter, baggage and freight on such cars, in and upon the streets of the City of Indianapolis, and fixing the time when the same shall take effect.

Whereas, heretofore, to-wit: On the 27th day of August, 1900, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis & Greenfield Rapid Transit Company, namely:

This agreement, made and entered into this, the 27th day of August, 1900, by and between the City of Indianapolis, Marion County, Indiana (hereinafter called the city), by and through its Board of Public Works, party of the first part, and the Indianapolis & Greenfield Rapid Transit Company of Indiana (hereinafter called the company), a corporation

duly organized and incorporated under and by virtue of the laws of Indiana, party of the second part, witnesseth, that:

Whereas, The said Indianapolis & Greenfield Rapid Transit Company has presented its written petition to the Board of Public Works of said City of Indianapolis, asking permission to be allowed to run and operate its interurban cars into said city along certain streets therein and hereinafter named, over the tracks of the Indianapolis Street Railway Company, and to carry passengers, mail, express matter, baggage and freight through and into such city on such cars; and,

Whereas, By the provisions of an act of the General Assembly of the State of Indiana, entitled, "An act concerning Street Railroad Companies in cities the population of which exceeds one hundred thousand; repealing all laws in conflict with this act, and declaring an emergency," which became a law without the Governor's signature, on the 3d day of March, 1899, the use of the said tracks of the Indianapolis Street Railway Company shall be upon such conditions and under such regulations as the Board of Public Works and Common Council of such city shall prescribe,

Now, therefore, The said Board of Public Works of said City of Indianapolis, in consideration of the several agreements of the said company, party of the second part, hereinafter stipulated and set forth, does hereby (subject to the ratification and approval of the Common Council of said city) authorize, empower and permit the said Indianapolis & Greenfield Rapid Transit Company, subject to the conditions hereinafter prescribed and expressed, to operate and run its cars upon and over the tracks of the Indianapolis Street Railway Company, now laid and in use upon the following streets and avenues of said city, to-wit:

Commencing at a point on East Washington street at the corporation line of said city; thence west on Washington street to Illinois street; thence south on Illinois street to Georgia street; thence east on Georgia street to Meridian street; thence north on Meridian street to Washington street; thence east on Washington street to the corporation line of the City of Indianapolis.

And that for the purpose of storing, cleaning and repairing its cars, when necessary, the said company may also run the same over the tracks of said Indianapolis Company, subject to the conditions hereinafter set forth, as follows:

From the intersection of Georgia and Illinois streets, south on Illinois street to the Union Station; thence west to and around the loop at the intersection of Louisiana street and Capitol avenue, so as to reach the car house and shops of the said Indianapolis Street Railway Company.

The above grant is made upon the following express conditions:

1. That after entering the City of Indianapolis, all cars of said company, party of the second part, shall stop at all intersecting streets on signal from waiting passengers, or passengers on such cars desiring to leave the same, and shall take on and carry all passengers desiring to take passage on any such cars for the purpose of being transported between different points in said city: *Provided*, that such car shall not be stopped at any such street for a longer time than is necessary to take on and discharge such passengers, and that no baggage other than hand baggage, nor express or freight matter shall be unloaded or taken on any such car at any such crossing.

2. The said company, party of the second part, shall charge not to exceed five cents for a single fare for passage between any two points in said city on its lines. It shall keep constantly in the hands of its conductors tickets of the Indianapolis Street Railway Company, which shall be sold to any such passenger at the rate of six for twenty-five cents, or twenty-five for one dollar. No tickets shall ever be sold on the cars of said company at a higher price than that charged for tickets sold by the Indianapolis Street Railway Company. A passenger who shall pay a single five-cent fare, or who shall deliver to the conductor a ticket of

the Indianapolis Street Railway Company, shall be entitled to ride on such car to any point on the line of said interurban company within such city.

If any passenger on any of such cars shall desire to purchase tickets from the conductor thereof, and shall tender the sum of twenty-five cents for six tickets, or one dollar for twenty-five tickets, and such conductor, by reason of not having such tickets in his possession or for any other reason, shall fail to deliver such tickets on such demand or request therefor, then such passenger shall not be compelled to pay a cash fare, but shall, on demand, be carried without charge: *Provided*, that if, before he leaves the car any conductor shall tender said passenger the tickets first demanded by him at the rate herein prescribed, he shall be compelled either to purchase said tickets and surrender one of the same to said conductor for his passage, or pay a cash fare therefor.

The right is expressly reserved to the Board of Public Works and Common Council, after the lapse of five years from the date of this contract, to adopt rules and regulations, requiring said company to issue transfer tickets which shall be good upon the cars of any other suburban or interurban railway company run or operated in said city, which transfer tickets shall be issued in the same manner and under the same terms and conditions as such transfer tickets are now issued by the Indianapolis Street Railway Company, except as to providing for transfer to and from the cars of said company; and if said Board of Public Works shall arrange with the said Indianapolis Street Railway Company for the transfer of passengers, then said company, party of the second part, shall issue to its city passengers, demanding them, transfer tickets entitling such passengers to the same privileges upon the cars of the said Indianapolis Street Railway Company as passengers holding transfer tickets issued by said Indianapolis Street Railway Company are now entitled to under the franchise and contract under which said Indianapolis Street Railway Company is now operating, and accept transfer tickets issued by said Indianapolis Street Railway Company for passage upon the cars of said company, party of the second part, upon the terms and conditions provided herein for their use upon cars of said railway company.

3. The said company, party of the second part, shall so run and operate its cars in said city as not to delay or interfere in any wise with the running and operation of the cars of the said Indianapolis Street Railway Company, or to interfere with any schedule for the running of the said cars of said Indianapolis Company which may hereafter be fixed by the Board of Public Works, and the said cars of the said Indianapolis & Greenfield Rapid Transit Company shall be so operated as not to interfere in any way with public travel at street or alley crossings.

The right is expressly reserved to the said Board of Public Works to fix time schedules for the running of all the cars of said Indianapolis & Greenfield Rapid Transit Company passing on and over the streets of said city, to the end that there shall be uniformity and regularity in the running of all the cars of the several companies in said city, and also prompt and efficient service: *Provided*, that said company shall, between the hours of 6 o'clock a. m. and 11 o'clock p. m. run, at least, one car every two hours.

4. The cars of said Indianapolis & Greenfield Rapid Transit Company, party of the second part, shall not be stopped, either for the receiving or discharge of passengers, or for any purpose other than to avoid collision or casualties, at any point in such city, except at street crossings, as hereinafter provided, and at its depot or station which may hereafter be established at such point as the Board of Public Works may approve. In stopping its cars at street crossings, said company, party of the second part, shall at all times be governed by the rules, regulations, ordinances or contracts which are in force governing the stopping of the cars of the Indianapolis Street Railway Company at such crossings, or other places in said city.

5. The said company, party of the second part, may at all times carry on its passenger cars, or in suitable compartments thereof provided for such purpose, such baggage belonging to its passengers being transported in such cars, as is usually allowed to be carried by passengers on steam railroad companies' cars, and also the United States mail, and such express matter and merchandise as may be enclosed in boxes, crates and parcels, so as to be easily handled and so as not to be unsightly in appearance or offensive to sight or smell, and also such packages and parcels as are usually carried and delivered by messenger service: *Provided*, that no live animals (except hunting dogs) nor fowls (except in boxes and coops) shall be carried on any such cars or in any such compartment at any time: and, *provided further*, that all baggage (other than hand baggage), except express matter, parcels, and articles of merchandise carried as aforesaid shall be delivered at the depot or station of said company hereinafter referred to, for distribution, and that in no case shall any such baggage (other than hand baggage) or any express matter, parcels or merchandise be loaded or unloaded in or upon any of the streets, alleys, avenues or public grounds of said city.

6. The said company, party of the second part, shall not be permitted under any circumstances to transport on its cars through or over the streets, alleys or avenues of such city live animals of any kind, other than hunting dogs, except between the hours of 12:30 a. m. and 4:30 a. m., and as hereinafter provided. Said company shall be permitted to haul and handle freight as hereinafter provided, when it shall have provided and established a freight depot in said city at some point which shall be approved by the Board of Public Works. After having provided and established such depot, the said company may deliver freight, other than live animals, not of a character offensive to sight and smell, into the said depot, where the same may be held for delivery to any part of said city, or for transfer to steam railroad lines, or to the lines of other suburban or interurban companies, which may be able to transport the same under any ordinance regulating such transportation. Said company shall have the right to carry horses, mules, swine, cattle or sheep, only between the hours of 12:30 a. m. and 4:30 a. m., then only over so much of the line of said company as lies between the corporation line of said city and the line of the Belt Railroad. When the line of said company does not cross the line of the said Belt Railroad, then said company shall not haul live animals of the classes last above mentioned in said city.

7. The said company, party of the second part, shall provide in the central part of said city, at some point to be approved by the Board of Public Works, a depot or station in which baggage, express matter, merchandise in boxes, crates or parcels, garden marketing, dairy products, properly enclosed and secured, hauled or to be hauled in the cars of said company through said city, shall be loaded and unloaded, and for the purpose of reaching its said depot, the right is hereby granted said company to lay its tracks across such streets, alleys or sidewalks, under the direction of the Board of Public Works, as may be necessary to run from its main line to said depot. Any such depot shall be kept clean and free from all noxious odors, and shall at all times be under the supervision of the Board of Health of said city, for the purpose of making and enforcing all necessary regulations to insure the cleanliness of the same: *Provided, however*, for the period of one year from the date of this contract, said company, for the purpose of loading and unloading its cars, shall have the right, by first securing the consent of the Indianapolis Street Railway Company, to stand said cars upon some line of "dead track" of said Indianapolis Street Railway Company: *Provided*, that the selection of such "dead track" shall be first approved by the said Board of Public Works: and, *provided further*, that such cars shall not be allowed to stand more than fifteen (15) minutes at any one time in loading or unloading.

The right is hereby expressly reserved by the Board of Public Works and Common Council of said city, to regulate by order or ordinance the carrying of freight, baggage or merchandise, or property of any kind through the streets, alleys and avenues of said city, or if by them deemed necessary to the public health or comfort, or the convenience of public travel in said city, to prohibit the carrying of freight of all kinds through any of such streets, alleys and avenues.

8. The cars to be run and operated by said company, party of the second part, shall be propelled by electric power only: *Provided*, that if the Board of Public Works and Common Council of said city, under the power reserved to them under the contract heretofore entered into between said city and the Indianapolis Street Railway Company, shall by order or ordinance require said Indianapolis Company to introduce any other improved method of propulsion, then, and in such case, the said company, party of the second part, shall adopt and use such improved methods in the propulsion of its cars running within such city.

9. If the said company, party of the second part, shall hereafter be permitted to set poles and string wires in said city, or construct therein any other electrical appliances for the propulsion of its cars, the same shall be so constructed by providing for an independent return circuit for the electricity used, or by such approved scientific methods as will prevent any injury by any such current of electricity to water pipes, gas pipes or any other property in, under or upon any of the streets, alleys or avenues aforesaid, or elsewhere within such city, and the said company, party of the second part, shall hold the city free and harmless from all damages of every nature whatsoever resulting to any person or property on account of injury caused by the electrical currents of said company, or by the construction or operation of the street railway cars of said company.

10. If the said company, party of the second part, shall hereafter be permitted to construct any tracks within said city, or if hereafter any of the tracks of said company shall by annexation be brought within the limits of said city, then the said company shall, when ordered so to do by the Board of Public Works, pave the space between all rails, including the space between its tracks where there are double tracks, switches or side-tracks, and for a distance of eighteen inches on the outside of the outside rails of its tracks, and shall at all times make all necessary repairs in such space under specifications both as to material and manner, as may be provided by said Board, and under the supervision of the City Civil Engineer of said city. It is also agreed that said company, party of the second part, shall in the construction and maintenance of any such track, construct and maintain the same in all respects in the same manner as the Indianapolis Street Railway Company is required by contract and ordinance to construct and maintain its tracks within such city, and the obligation of said company, party of the second part, to pave, improve and repair the space between its tracks and for eighteen inches on the outside of the outside rails thereof shall be the same as the obligation of the said Indianapolis Company to pave, improve and repair the space between its tracks under the provisions of its said contract with said city and the ordinance ratifying the same, which ordinance, passed by the Common Council of said city on the 7th day of April, 1899, is by reference made a part of this contract.

11. The said company, party of the second part, shall during the entire period for which this franchise is granted so operate its cars in said city as to render the public at all times first-class and efficient service; that its motive power shall at all times be ample and of the most approved kind; that its cars shall be of the best and most approved pattern, style and finish; at all times kept clean, well ventilated, provided with comfortable seats for passengers and heated with safe and convenient appliances whenever the weather is such that the comfort of pas-

sengers requires the same, and lighted at night with electricity, or, subject to the approval of said Board of Public Works, with other equally efficient light; that all such cars shall be kept in good repair, and shall at all times be so painted on outside and decorated on the inside as to present an attractive appearance and shall be repainted and redecorated from time to time as may be necessary to maintain such appearance; that each of such cars shall be provided with the most approved life guards, and all other modern appliances for the insurance of the safety of its passengers and employes; that each of such cars shall be provided with a sufficient number of electric bells, connections, buttons or knobs, so that passengers may, without inconvenience, by the use thereof, notify the conductor having charge of any such car of their desire to leave the same at the proper crossing; that each of such cars shall have thereon the name of the said company, or the point of its destination, in letters of such size that the same may be readily discerned and read by persons of ordinary eyesight, and that at night such name shall be so illuminated or displayed that the same may be readily and easily seen and read by persons desiring to take passage on such cars; that the tracks of such company which may come within such city by extension of its boundaries or hereafter be permitted to be constructed or owned therein, shall at all times be kept in repair, provided with the most modern and improved rails of sufficient size and weight and in such condition that passengers riding in cars over the same shall suffer no discomfort or inconvenience by reason of such tracks or any part thereof being irregular, uneven or in any wise insufficient, and the right is reserved to the Board of Public Works of such city to order any needed repairs to said tracks or roadbed, or cars or appliances, and the said company, party of the second part, agrees to comply with all such orders.

In case the said company, party of the second part, should fail to comply with any of the foregoing agreements or stipulations contained in this clause, concerning motive power, the kind of cars to be used, or the equipment, painting, decoration, heating, lighting or designating the same, or concerning alarm bells, life guards and appliances for the safety of passengers and employes, rails, roadbed or other stipulation herein contained concerning the operation, maintenance or construction of its line of street railway and cars, or in case said company shall fail to comply with any of the stipulations or provisions of this contract, and the Board of Public Works shall, by written notice, served on any officer of said company, require compliance with any such stipulation within a reasonable time therein fixed, and said company shall continue to fail and refuse, after any such period so fixed, to comply with any such provision or stipulation, or notice or order of the Board pertaining thereto, then said company shall forfeit to said city the sum of fifty dollars (\$50.00) for each day that it shall continue to violate any such provision or stipulation, which sum may be collected without relief from valuation or appraisement laws, either by suit on any bond which may be given by said company for the performance of the conditions of this contract or otherwise as the said Board may elect: *Provided*, that nothing herein contained shall be construed as an attempt to abridge or in any wise restrict the power of the Common Council of said city to enact reasonable ordinances providing for the safety, comfort or convenience of the public traveling on the cars of said company within said city, and also providing reasonable penalties for the violation thereof.

In further consideration of the grant herein and hereby made, the said company, party of the second part, agrees and binds itself to pay to the said city on the 1st day of January, 1902, and annually thereafter during the first ten (10) years of this franchise, the sum of fifteen dollars (\$15.00) per annum for each passenger car and each combination car run and operated by it over and on the streets of such city, and for the balance of the period for which this franchise is granted, said party

of the second part agrees and binds itself to pay the sum of twenty-five dollars (\$25.00) per annum for each of said cars above described so run and operated by it.

In arriving at the number of cars for which such payment shall be made, the average number shall be ascertained by taking the total number of cars of each class aforesaid, so run over such streets in any one year and the part of the year preceding the time of the first payment, and dividing said total number by the number of days in said year or period, and the result of such division shall be taken and accepted as the number of cars of each class aforesaid for which such payment shall be made.

The president of said company, or other executive officer thereof, shall at the time of such payment, file with the City Comptroller a sworn statement as to the total number of cars of each class as aforesaid run and operated within such city during the year or period preceding.

This contract shall be in force and take effect from and after the date of its approval and ratification by an ordinance of the Common Council until the 7th day of April, 1933.

This limitation of time is one of the essential and governing conditions of this contract, and at the expiration of said period the rights of said company, party of the second part, to run or operate its cars within such city shall absolutely cease, and it shall be deemed and held a trespasser if it should undertake to so run or operate any car over any such street after that time.

Neither this contract nor any of the rights or privileges named therein shall ever be assigned or transferred by said company to any person, firm or corporation without the written consent of the said Board of Public Works, duly entered upon the records of said Board, first being given, and in the event of any such transfer or assignment without the said written consent of said Board of Public Works, then all rights and privileges of said company under the contract shall absolutely cease and become void, and said company shall be deemed and held a trespasser if it should thereafter undertake to run or operate any car over any street or alley of said city.

And it is also agreed and understood that the said company, party of the second part, shall not use nor operate nor permit to be used or operated on its said lines within said city, any car or cars belonging to any other person or corporation, without the consent of the Board of Public Works entered on the records of such Board.

12. The said company, 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 sum of ten thousand dollars (\$10,000.00), with good and sufficient sureties to be approved by the said Board of Public Works, conditioned that the party of the second part shall faithfully carry out and perform each and every agreement herein contained, and shall well and truly pay to said city all penalties, forfeitures and other sums of money which, under the terms of this contract, it may become liable to said city, and said bond shall be renewed from time to time during said period on the demand of the Board of Public Works of said city, whenever by reason of the insufficiency of the surety thereon or the impairment of the amount thereof by reason of the accumulation of unpaid penalties, forfeitures, judgments or other claims against said company, in favor of said city, the said Board deems such renewal necessary.

And in case the said company, party of the second part, shall on the reasonable demand of said Board fail or refuse to renew such bond or furnish additional surety thereon as may be required, then its rights under this contract shall cease, and the franchise herein granted be forfeited, which forfeiture may be enforced in any court of competent jurisdiction.

Any right which might be claimed by said company, party of the sec-

ond part, to run or operate any car in or on any street of such city, after the expiration of said period, either under the provisions of the statute under which it was incorporated, or any other statute or ordinance now existing, is hereby expressly waived.

In witness whereof, said parties have hereunto set their hands and seals, this 27th day of August, 1900.

CITY OF INDIANAPOLIS,

By ALBERT SAHM,

C. MAGUIRE,

JOS. W. SMITH,

Board of Public Works of said City.

THOMAS TAGGART, *Mayor.*

[SEAL.]

INDIANAPOLIS & GREENFIELD RAPID TRANSIT CO.,

FRANCIS G. BONKER, *President.*

L. E. McDONALD, *Secretary.*

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, Indiana, That the foregoing contract and agreement made and entered into on the 27th day of August, 1900, by the City of Indianapolis, by and through its Board of Public Works, and the Indianapolis & Greenfield Rapid Transit Company of Indiana, be and the same is hereby in all things ratified, confirmed and approved, and said Indianapolis & Greenfield Rapid Transit Company is hereby granted all rights, privileges and franchises as in said contract and agreement set forth, in accordance with the terms, conditions and provisions thereof.

Section 2. This ordinance shall take effect and be in full force from and after its passage.

Which was read a first time and referred to Committee on Contracts and Franchises.

By Board of Public Works:

G. O. No. 46, 1900. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into between the City of Indianapolis, by and through its Board of Public Works, and Home Heating and Lighting Company, granting unto said Home Heating and Lighting Company, its successors and assigns, authority and permission to use the streets, alleys and public places of and within the City of Indianapolis, for the purpose of heating water, or steam, and generating electricity, and distributing and supplying heat, water, steam and electricity, or either thereof for heat, light and power, or either thereof, by means of pipes, conduits, wires and appurtenances underground, and poles, wires and appurtenances overhead, or either or any thereof, and fixing the time when the same shall take effect.

Whereas, heretofore, to-wit, on the fourteenth day of September, 1900, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with Home Heating and Lighting Company, namely:

This agreement, made this fourteenth day of September, 1900, by and between the City of Indianapolis, by and through its Board of Public Works, party of the first part, and Home Heating and Lighting Com-

pany, a corporation under the laws of the State of Indiana, party of the second part, witnesseth :

That the party of the first part does hereby grant unto the party of the second part, its successors and assigns, subject to any laws and ordinances now in force or hereafter enacted or put in force as police regulations, authority and permission to use the streets, alleys and public places of and within the City of Indianapolis as bounded at any time during the life of this grant, for the purpose of heating water, or steam, and generating electricity, and distributing and supplying hot water, steam and electricity, or either thereof, for heat, light and power, or either thereof, by means of pipes, conduits, wires and appurtenances underground, and poles, wires and appurtenances overhead, or either or any thereof, which grant is and shall be upon the following terms and conditions, that is to say :

First. The stations for generating or creating heat, power, or light for distribution may be established and maintained by the second party upon ground owned or leased by it at suitable points in said city; and all buildings, structures, machinery and appliances shall conform to the fire and building ordinances of said city, and shall be at all times subject to inspection and all reasonable regulations of the Common Council.

Second. Whenever the second party shall desire to construct any appliances for the distribution of heat, power, or light, as aforesaid, through the territory to be supplied by such stations respectively, it shall prepare and place on file in the office of the Board of Public Works of said city, maps, plans and specifications of such proposed construction, which specifications shall include all excavations and all underground and overhead apparatus and appliances of every kind and description, showing the exact location of all poles, pipes, conduits, ducts and other appliances, the height above or the depth below the surface of the street, and, in general, where and how such work is to be done, and shall conform in all respects to the provisions of this contract and any ordinances of the Common Council relating to public safety and health; which maps, plans and specifications shall be approved without delay by the said Board of Public Works, and a permit for cutting into the streets, alleys and public places issued to said party of the second part, before such work shall be begun. Alleys instead of streets shall be used whenever practicable. And all poles, wherever erected in the construction of said plant, shall be so placed as to interfere as little as possible with other public uses of the streets, alleys or other grounds, or with public or private interests or conveniences. The Board of Public Works shall have power to designate at what point in the street, alley, or public place, shown upon such maps, plans and specifications, the trenches, conduits, poles or appliances used by said second party in the distribution of heat, light or power shall be located. In case of a dispute between any property owner and said second party as to the location of any of the appliances aforesaid, the decision of the Board of Public Works as to such location shall be final. And there shall be placed under ground all wires, cables, conduits, ducts and appurtenances for the distribution of heat, power or light, as aforesaid, in all the territory bounded on the north by North street, on the south by South street, on the east by East street, and on the west by West street, except such aerial poles, cables and wires as the said Board of Public Works shall give its express permission to be allowed in such territory for local distribution.

Third. Upon filing any such maps, plans and specifications, and their approval as aforesaid, said party of the second part may make the specified excavations and lay the specified pipes, conduits, wires and

other appliances underground, and, in those parts of the city outside of the territory bounded on the north by North street, on the south by South street, on the east by East street, and on the west by West street, may erect and construct the specified poles, wires and overhead appliances, all with suitable and safe connections and appurtenances to constitute an entire plant which said second party may thereafter maintain, repair, improve, extend, add to and operate during the life of this grant, subject to its terms and conditions.

Fourth. It is agreed by the parties hereto that by fixing the area within which the conduits, ducts and wires of said plant shall be placed underground the right of the Common Council to hereafter exercise any of the police powers of said city shall not be in any wise restricted or abridged.

Fifth. It is also agreed that all the underground wires, conduits, pipes, ducts and appliances used in the construction of said plant shall be placed at such depth that the top and all parts thereof shall be not less than two feet below the surface of the street, alley or public place wherein they are located, and shall be so located and constructed as not to interfere with or disturb existing surface or underground structures, conduits, pipes or other property belonging to other corporations, companies or persons, or sewers or sewer connections; nothing contained herein shall preclude the said city from prosecuting or authorizing any future public work of any character, but in the prosecution of any public work or improvement hereafter the said Board shall have the right, if it deems the same necessary, to require the temporary removal of any wire, pipe, conduit, duct or appliance, authorized by this contract to be laid, and the same shall be removed or necessary changes made therein by the said second party so as to conform according to the terms of this contract with the surface grade of any unimproved street, alley or public place ordered to be improved, on the order and requirement of the said Board, and in case of a failure on the part of the said second party to comply with any such order or requirement, then the said Board may make such removal or change and the necessary cost thereof shall be paid by said second party to the City Comptroller upon proper demand being made therefor.

Sixth. It is also agreed that all the work of the construction or repair of that part of the second party's plant that is located in any of the streets, alleys or public places of said city shall be under and subject to the supervision of inspectors to be appointed by the said Board of Public Works, the said inspectors to be appointed and begin the inspection and supervision of said work or repair as soon as the said second party shall have completed the excavations therefor, and all the necessary expense for the employment of all such inspectors shall be paid by the said party of the second part to the City Comptroller on demand. The Board of Public Works of said city shall at all times have the right to inspect, superintend and control the construction of the conduits, man-holes and other appurtenances which may be constructed as part of said plant; and the right is hereby reserved to said Board to order any change made from time to time for city purposes; all such changes to be made by the said second party without expense to said city. In case the said party of the second part shall neglect or refuse to obey any instructions of said Board with respect to any alteration to be made, the said Board is authorized to make the same, and collect the cost thereof from the said party of the second part.

Seventh. The said company, party of the second part, agrees and binds itself that in the construction or repair of said plant it will not at any time open or encumber more of any street, alley or public place

than may be necessary to enable it to perform the work of laying its pipes, wires, cables, conduits, conductors and other appurtenances, with proper economy and efficiency, and that no opening of or encumbrance to any of such streets, alleys or public places shall be permitted to remain or continue for a longer period than may be necessary within the judgment of the Board of Public Works; and that it will properly and effectually guard all such openings and encumbrances with such barriers and lights as will prevent the happening of accidents or injuries by reason thereof. The said company, party of the second part, also agrees and binds itself to hold the City of Indianapolis harmless as against any and all damages done by it to the streets, alleys, avenues and public places within such city, in the building and construction of its said plant underground or aerial; that it will restore all streets, alleys, avenues and public places to the same condition after the completion of its work as they were before being cut into or used by it the said company—all such streets, alleys, avenues and public places to be repaved with the same material with which they were paved before being disturbed by it, or with such material and in such manner as shall be satisfactory to said Board of Public Works; that it will at all times make any and all repairs which may be necessary to any of the streets, alleys, avenues or public places, by reason of the same having been dugged into or disturbed in the construction or repair of said plant; that it will not in such construction or repair, dig, cut into or remove material from the surface or underneath the surface of any such street, alley, avenue or public place, without having first prepared and filed with the Board of Public Works maps, plans and specifications, as herein provided, and obtained the consent of the said Board; that it will pay all damages for personal or other injuries that may result from or grow out of any work that may be done by or for it in such construction or repair; that it will indemnify and save said city harmless from any and all liability or expense growing out of or resulting from the construction or repair of any part of its said plant; that it will, upon the demand of the City Comptroller of said city, pay any damages which may have accrued to said city, and any and all judgments which may have been obtained and rendered against such city on account and by reason of the construction or repair of said plant, or the occupancy by it of any of the streets, alleys or public places in said city; that if the said city shall become involved in any action or suit, on account of any act or omission of the said second party in the construction or operation of its said plant, it will, upon notice from said city or its proper officers, appear and defend such action or suit without expense to the said city; and that it will also protect and save said City of Indianapolis harmless as against any and all suits which may be brought by any person or corporation for the infringement of any patent which may be alleged against such corporation, either in the course of the construction or operation of the said plant or system.

Eighth. In the equipment of the stations of the party of the second part, it shall employ the most modern and effective appliances for the consumption or suppression of the smoke from its furnaces or other heating apparatus; and in the distribution of electricity for light or power, the most modern and effective equipment and appliances shall be used to prevent damage therefrom.

Ninth. The said party of the second part shall have the right to tap or connect with any sewer in any street, alley or public place occupied by any of the pipes, casings or appliances of the party of the second part for the purpose of draining such pipes, casings and appliances and the trenches in which they are laid, provided plans and specifications show-

ing where and how such tapping or connection shall be made have been first filed with and approved by the Board of Public Works and a permit issued therefor, all of which work shall be done under the supervision of inspectors appointed by said Board as provided in section six (6) of this contract.

Tenth. Before beginning the work of construction by the party of the second part, it shall execute to the party of the first part, to the approval of its Board of Public Works, a good and sufficient bond in the sum of twenty-five thousand dollars (\$25,000), which bond shall be conditioned for the faithful performance by said company, party of the second part, of each and every stipulation and agreement contained in this contract, and for the carrying out of all the terms and conditions thereof during the entire period and term covered thereby; and the said Board of Public Works shall have the right, at any time during said period, whenever the surety on said bond shall not be deemed ample and satisfactory, or said bond has been impaired by money payments thereon, to require such additional surety thereon as it may deem necessary, and if said company, party of the second part, shall on written demand of such Board refuse or fail to furnish such additional surety, then its rights under this contract shall cease and the franchise hereby granted be forfeited. such forfeiture to be enforced in any court of competent jurisdiction.

Eleventh. Immediately upon the execution and approval of this contract, the Board of Public Works shall select and bound a territory for the first plant, which territory shall not exceed one mile square, and shall contain at least eight hundred (800) residence buildings; and said second party agrees, unless prevented without fault of its own, that it will, within ninety (90) days after the selection and bounding of such territory, commence to construct such plant, and that it will have such plant completed and ready for operation on or before September 1, 1901. And it is agreed that the party of the second part shall be required to establish additional heating plants, or extend any thereof, only upon the petition of the owners of property requiring fifty thousand (50,000) square feet of radiation, or more, within a territory of not more than one-half of one mile square, and who, with such petition shall submit contracts to become consumers of such heat from said company to the extent of such radiation. And for the faithful performance of the stipulations on behalf of the party of the second part in this, the eleventh, paragraph of this contract, the second party shall execute a bond to the approval of the Board of Public Works in the sum of ten thousand dollars (\$10,000).

Twelfth. It is agreed that the annual rate which the second party may charge to the consumers of hot water heat supplied by it, shall not exceed seventeen (17) cents per square foot of radiating surface in use by any customer, said charge to be divided according to seasons and time of payment as may be determined by the party of the second part; the radiation to be ascertained by measuring the surface of the radiators or pipes used by the customers for heating.

Thirteenth. The rate to be charged by the second party for incandescent electric lighting shall not exceed ten (10) cents per thousand watts, to be paid as may be required by the second party.

Fourteenth. It is agreed that any consumer whose radiation is sufficient, under the regulations of the company, and to whom insufficient heat is supplied to maintain uniformly a maximum temperature within the room where such radiation is supplied of seventy degrees Fahrenheit, there shall be allowed by such company, from the charges against such consumer, a discount justly proportioned to the loss in temperature

below said maximum; provided, however, that there shall be no charge against such consumer for such time during the months of October, November, December, January, February, March and April, when such temperature shall fall below fifty-five (55) degrees Fahrenheit; and, provided, also, that such discounts shall not be required where the company has not been notified in writing of such insufficiency of heat and given an opportunity to discover the cause, and, if due to the company's service, to remedy the same, nor shall it be required where the cause is due to defective radiation or the violation of the company's rules for receiving and distributing the heat, or to defective construction of building, or to any fault of the consumer.

Fifteenth. It is further agreed, in consideration of the privileges herein granted by the first party, that the second party will pay annually, at the close of each fiscal year of the party of the second part, to the party of the first part, the sum of five (5) per centum of the gross receipts derived by the party of the second part from the furnishing of hot water heating and incandescent electric lighting, under the provisions of this contract. And it is agreed that the party of the second part shall, at the close of said fiscal year, render to the first party a full statement of such gross receipts, verified by the proper officer of said company. In the event that doubt shall arise as to the accuracy of any such statements, it is agreed that the Comptroller of said city shall have access to and privilege of examining the books of the party of the second part, and determining therefrom the amount of such gross receipts, and the sum by him ascertained shall constitute the basis for said per centum charge.

Sixteenth. All rights, privileges and concessions herein granted to the said company, party of the second part, are expressly limited to a period of twenty-five (25) years from the first day of September, 1901, which limitation of time is hereby declared to be one of the chief considerations for the grants herein contained. And all right hereby granted shall end and determine at the expiration of said period.

Seventeenth. To each of the terms, conditions, provisions, stipulations and requirements of this contract, the City of Indianapolis, by and through its Board of Public Works, party of the first part herein, and the said Home Heating and Lighting Company, party of the second part herein, by its duly authorized officers and representatives, do fully agree to bind themselves, their successors and assigns.

In testimony whereof, we have hereunto set our hands and seals, this the fourteenth day of September, 1900, executed in duplicate.

THE CITY OF INDIANAPOLIS,
By ALBERT SAHM,
C. MAGUIRE,
JOS. W. SMITH,

Approved:
THOMAS TAGGART, *Mayor*.

Board of Public Works of said City.

HOME HEATING AND LIGHTING COMPANY,
By S. E. RAUH,

Attest:
[SEAL] EDWARD HAWKINS, *Secretary*.

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 consideration and action thereon, therefore:

Section 1. Be it ordained by the Common Council of the City of Indianapolis, that the foregoing contract and agreement made and entered into, on the fourteenth day of September, 1900, by the City of Indianapolis, by and through its Board of Public Works, and Home

Heating and Lighting Company, be and the same is hereby in all things ratified, confirmed and approved, and the said Home Heating and Lighting Company, its successors and assigns, are hereby granted the rights, privileges and authority as in said contract and agreement set forth in accordance with the terms, provisions and conditions thereof.

Section 2. This ordinance shall take effect and be in force from and after its passage.

Which was read a first time and referred to Committee on Contracts and Franchises.

By Mr. Kelly:

G. O. No. 47, 1900. An ordinance to prohibit idling, loitering or sleeping in public places in the City of Indianapolis.

Section 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That it shall be unlawful for any person to idle or loiter in any public place, park, shed, car, car shop, outhouse, street, alley, railroad depot, switch house, or place where intoxicating liquors are sold, within this city.

Sec. 2. It shall be unlawful for any person to be found begging in said city, or lying or sleeping in, along or upon any public street, alley, park, or other public place, or in any stable, outhouse, building, warehouse, shed, railroad depot or railroad car, or in or about any yard, mill or manufactory in said city, without having the permission of the owner or occupant thereof to so sleep or be in such place.

Sec. 3. It shall be unlawful for any person having the reputation of, or being known as a confidence man, thief or felon, to be found in any shed, car, car shop, outhouse, or railroad depot, or to be found pressing, forcing or elbowing his way into any crowd or collection of people; or to interfere or attempt to interfere with the free passage of any person or persons upon or along any street, sidewalk or alley, or to be found in any public place unable to give a satisfactory account of himself, within the City of Indianapolis.

Sec. 4. Any person violating any provision of this ordinance shall be fined in any sum not exceeding one hundred dollars, to which may be added imprisonment not exceeding thirty days.

Sec. 5. All ordinances or parts of ordinances coming in conflict with the provisions of this ordinance are hereby repealed.

Sec. 6. This ordinance shall take effect and be in force from and after its passage and publication once each week for two consecutive weeks in the Indianapolis Daily Sentinel, a newspaper having a general circulation in the City of Indianapolis, Indiana.

Which was read a first time and referred to Committee on Public Morals.

MISCELLANEOUS BUSINESS.

Mr. Moriarity offered and moved the adoption of the following resolution:

Resolution No. 12, 1900.

A resolution to authorize the appointment of a committee of five members of the Common Council of the City of Indianapolis, Marion County, Indiana, to investigate The Consumers' Gas Trust Company.

Whereas, It is openly asserted that The Consumers' Gas Trust Company is refusing gas connections and gas to citizens; and,

Whereas, When said company was organized, a part of its articles of association provides that when the stockholders thereof have been paid the amount of stock held, together with eight per cent. interest (8 per cent.) thereon, gas shall be furnished to consumers at cost; and,

Whereas, It is openly asserted that all of said stock, together with the interest provided, has been paid, or that said company has available sufficient cash with which to pay the stockholders not already paid; and,

Whereas, If these assertions be true, connections and gas should be furnished to all entitled thereto, and the price of gas should be reduced to cost, as provided therefor; and,

Whereas, Section 27 of the charter of the City of Indianapolis, approved March 6, 1891, confers the power on the Common Council of said city to investigate corporations of this character; now, therefore, be it

Resolved, by the Common Council of the City of Indianapolis, Indiana, That a committee of five members of the said Council be appointed by the President of said Council to investigate The Consumers' Gas Trust Company in regard to the charges above mentioned, and report its finding to this body, in writing, at the earliest moment, and that this committee be authorized to summon witnesses to appear and testify, and that said Consumers' Gas Trust Company furnish to this committee all papers and books and other evidence it has, necessary to complete the investigation thereof.

Which was read and adopted by the following vote:

AYES 19—viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Higgins, Horan, Kaiser, Keller, Kelly, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly, Spiegel and President Crall.

NOES—None.

And President Crall appointed the following committee, in compliance with Resolution No. 12, 1900: Messrs. Keller, Munro, Billingsley, Moriarity and Perrott.

Mr. Negley offered and moved the adoption of the following resolution:

Resolution No. 13, 1900.

Whereas, The City of Galveston, Texas, and other cities thereabout, have recently been visited with a calamity which calls for the sympathy and assistance of all the people of our Nation; and,

Whereas, The citizens of said cities are in urgent need of financial assistance to care for their destitute and bury their dead; therefore,

Be it resolved, That the Common Council of the City of Indianapolis, for all the people thereof, hereby extend to the inhabitants of our stricken sister cities in the State of Texas our sincere and heartfelt sympathy for their misfortunes and their bereavements; and,

Be it further resolved, That the City Comptroller is hereby requested to recommend an appropriation of one thousand dollars (\$1,000.00), to be appropriated by this body for the purpose of being contributed to the relief fund for the alleviation of the sufferings and destitution occasioned by the recent storm in and around the said City of Galveston. Said sum of money, when appropriated, to be payable to the proper committee, officer or person designated by the authorities of the City of Galveston to receive such contributions.

Which was read and adopted by the following vote:

AYES 19—viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Higgins, Horan, Kaiser, Keller, Kelly, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly, Spiegel and President Crall.

NOES—None.

The following communication was read:

HUNTINGTON, Ind., September 10, 1900.

Honorable Mayor, City Council and City Officials:

GENTLEMEN—The sixth regular meeting of the Municipal League of Indiana will be held in the City of Richmnd, Ind., Wednesday, Thursday and Friday, October 10, 11 and 12, 1900.

You are earnestly requested to be present, and if not a member already, to become one. The purpose and object of this organization is to promote the welfare and to better protect the lives and property of citizens in the cities and towns, members hereof, and to apprehend criminals and to secure needed legislation, both State and municipal.

Any town or city in this State, or official thereof, may become a member of this League upon application to the Secretary and the payment of the fee, which is \$3.00 for towns of 5,000 and under, and \$5.00 where the population exceeds 5,000.

Thirty-five of the cities of the State are now members of the League, and many more will be represented at this meeting.

The constitution provides: "Sec. 8. Each town or city shall be entitled to two representatives, besides the Mayor, who must be selected from the city officials by the Town Board or Common Council." And it is important that you bring this matter before the Common Council at your next Council meeting, and have them select two representatives (other than the Mayor, who is a member and Vice-President under the constitution) to be present. Every department of the city should be represented at this meeting, as matters of great interest to the municipal government will be taken up during the three days' session and discussed, and such needed legislation will be acted upon and prepared ready to submit to the next State Legislature for their consideration.

It is earnestly desired that every department of the city be represented, as a separate meeting will be held on Wednesday evening, where the needs of each department will be discussed and submitted to the Legislative Committee to formulate in the necessary bill for legislative enactment.

You, no doubt, realize that there is needed municipal legislation called for all over the State. Time and again one city or another have made appeals to the Legislature, but without the co-operation of other cities these appeals have been in vain. Other organizations and corporations, by a thorough organization, have been able to have laws passed that enured to their benefit. Why should we sit idly by and see our opportunities pass, when by a concert of action, equity will be given us for the asking?

You must also realize that this meeting will be of more than usual importance, as certain reforms will be submitted by the League to the next State Legislature for their consideration and enactment into laws. If you are interested in the welfare of the city you represent you should give the League the encouragement of your presence and membership and thus aid the good work being done by this organization.

Kindly have this letter read to your Common Council and have them take such action as will be to the interest of your city.

We enclose you the official program and hope that you will be present and become one of us, take part in meeting, and enjoy the social part of the program.

Richmond and her civic organizations are leaving nothing undone to royally entertain the members and visitors attending this meeting. Hoping to see you at that time, I am very truly,

ZACH T. DUNGAN,
President League.

And ordered spread on the minutes.

Mr. Bernauer moved that the request of the Board of Public Works in reference to the following entitled ordinance be not granted:

G. O. No. 40, 1900. An ordinance approving a certain contract, granting the Cleveland, Cincinnati, Chicago & St. Louis Railway Company the right to construct tracks across Michigan street, New York street, Vermont street and Calvelage street and across Twenty-first street and Twenty-second street, in the City of Indianapolis, Indiana.

Which motion prevailed.

On motion of Mr. Bernauer, the Council returned to the order of

REPORTS, ETC., FROM STANDING COMMITTEES.

Mr. Spiegel, on behalf of the Committee on Railroads, to which was referred:

G. O. No. 40, 1900. An ordinance approving a certain contract, granting the Cleveland, Cincinnati, Chicago & St. Louis Railway Company the right to construct tracks across Michigan street, New York street, Vermont street and Calvelage street and across Twenty-first street and Twenty-second street, in the City of Indianapolis, Indiana.

Made the following report:

INDIANAPOLIS, IND., September 17, 1900.

Mr. President:

Your committee to whom was referred G. O. No. 40, 1900, recommend that same do pass.

HENRY L. SPIEGEL.
CONRAD KELLER.
A. DALLER.
JOHN M. HIGGINS.

Which was read and concurred in.

Mr. Bernauer moved that the following entitled ordinance be called from the Committee on Contracts and Franchises:

G. O. No. 39, 1900. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into between the City of Indianapolis, by and through its Board of Public Works, and Home Heating and Lighting Company, granting unto said Home Heating and Lighting Company, its successors and assigns, authority and permission to use the streets, alleys and public places of and within the City of Indianapolis, for the purpose of heating water, or steam, and generating electricity, and distributing and supplying heat, water, steam and electricity, or either thereof for heat, light and power, or either thereof, by

means of pipes, conduits, wires and appurtenances underground and poles, wires and appurtenances overhead, or either or any thereof, and fixing the time when the same shall take effect.

Which motion prevailed.

ORDINANCES ON SECOND READING.

On motion of Mr. Megrew, the following entitled ordinance was taken up, read a second time, ordered engrossed, and then read a third time:

App. O. No. 10, 1900. An ordinance appropriating the sum of thirty-seven thousand, four hundred thirty-two dollars and eighty-five cents, for the use of the Department of Finance, and fixing a time when the same shall take effect.

And was passed by the following vote:

AYES 19—viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Higgins, Horan, Kaiser, Keller, Kelly, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly, Spiegel and President Crall.

NOES—None.

On motion of Mr. Megrew, the following entitled ordinance was taken up, read a second time, ordered engrossed, and then read a third time:

App. O. No. 11, 1900. An ordinance appropriating the sum of three hundred dollars (\$300) for the use of the Department of Public Health and Charities of the City of Indianapolis, Indiana, and fixing the time when the same shall take effect.

And was passed by the following vote:

AYES 19—viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Higgins, Horan, Kaiser, Keller, Kelly, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly, Spiegel and President Crall.

NOES—None.

On motion of Mr. Daller, the following entitled ordinance was taken up and read a second time:

G. O. No. 40, 1900. An ordinance approving a certain contract, granting the Cleveland, Cincinnati, Chicago & St. Louis Railway Company the right to construct tracks across Michigan street, New York street, Vermont street and Calvelage street and across Twenty-first street and Twenty-second street, in the City of Indianapolis, Indiana.

On motion of Mr. Spiegel, G. O. No. 40, 1900, was then ordered engrossed, read a third time, and passed by the following vote:

AYES 19—viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans,

Higgins, Horan, Kaiser, Keller, Kelly, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly, Spiegel and President Crall.

NOES—None.

Mr. Bernauer moved that the following entitled ordinance be stricken from the files:

G. O. No. 39, 1900. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into between the City of Indianapolis, by and through its Board of Public Works, and Home Heating and Lighting Company, granting unto said Home Heating and Lighting Company, its successors and assigns, authority and permission to use the streets, alleys and public places of and within the City of Indianapolis, for the purpose of heating water, or steam, and generating electricity, and distributing and supplying heat, water, steam and electricity, or either thereof for heat, light and power, or either thereof, by means of pipes, conduits, wires and appurtenances underground and poles, wires and appurtenances overhead, or either or any thereof, and fixing the time when the same shall take effect.

Which motion was adopted by a unanimous vote.

Mr. McGrew moved that the Committee on Contracts and Franchises be instructed to report on the following entitled ordinance at the next regular meeting of Council:

G. O. No. 36, 1900. An ordinance requiring corporations, companies, firms and individuals furnishing gas under the provisions of G. O. No. 14, 1887, to pay into the city treasury annually a tax of two (2) cents per foot on their gas mains laid or maintained within the limits of the City of Indianapolis, Indiana: providing a penalty for violation thereof; providing for publication, and fixing the time for its taking effect.

Which motion prevailed by the following vote:

AYES 10—viz.: Messrs. Bernauer, Dickson, Higgins, Horan, Kaiser, Kelly, Moriarity, McGrew, Perrott and Reilly.

NOES 9—viz.: Messrs. Billingsley, Daller, Evans, Keller, Megrew, Munro, Negley, Spiegel and President Crall.

Mr. Megrew moved that when the Council adjourn, it adjourn to meet Tuesday, September 18, 1900, at 8 o'clock P. M.

Which motion was adopted.

On motion of Mr. Megrew, the Common Council, at 9:20 o'clock P. M., adjourned.

Geo. H. Crall.

President.

ATTEST:

John F. Gesler

City Clerk.