

REGULAR MEETING.

COUNCIL CHAMBER,
CITY OF INDIANAPOLIS,
January 7, 1901. }

The Common Council of the City of Indianapolis met in the Council Chamber, Monday evening, January 7, 1901, at 8 o'clock, in regular meeting.

Present, Hon. John H. Crall, President of the Common Council, in the chair, and 19 members, viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Horan, Kaiser, Keller, Kelly, Knight, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly, Spiegel and Wheeler.

Absent 1, viz.: Mr. Higgins.

The Clerk proceeded to read the Journal, whereupon Councilman Daller 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., January 7, 1901.

To the President and Members of the Common Council:

GENTLEMEN—I return, herewith, without my signature in approval, Resolution No. 17, 1900, which was passed by your honorable body, and which provides for the appointment of a special committee to investigate as to the rights of the Indianapolis Union Railway Company or any other person or corporation to close or obstruct Illinois street at the point where the sheds of the Union Station cross the said street.

In investigating the matter referred to in this resolution I find that, by an act of the General Assembly of March 2, 1885, the City of Indianapolis was empowered to vacate for Union Railway purposes any part of any street, avenue or alley in the city. (See Horner's R. S., 1897, Section 3964 J.)

Pursuant to this act the Common Council and the Board of Aldermen of the city did, on June 15, 1886, enact an ordinance vacating for Union Railway purposes the portion of Illinois street referred to in the resolution described. (See "Laws and Ordinances of the City of Indianapolis, Revision of 1895," Secs. 1569-1579.)

In the ordinance vacating said part of Illinois street it was provided that the Union Railway Company, by accepting the ordinance, should be held to agree to maintain in good condition a commodious foot-way not less than ten feet in width for public use on one side of Illinois street, in accordance with plans to be prepared and adopted. This ordinance was accepted by the Union Railway Company December 18, 1886. (See "Laws and Ordinances," Sec. 1596.)

A part of Meridian street was also vacated for Union Railway purposes. In 1890 the Common Council and Board of Aldermen of the City of Indianapolis, passed an ordinance providing for the construction of a viaduct at Virginia avenue and Louisiana street by the Union Railway Company. It was stipulated in said ordinance that by the acceptance of its terms by the Union Railway Company that said company should surrender its right to close that part of Meridian street at the east end of the station, which had heretofore been vacated, and should rededicate the same to the public, in consideration of which the City of Indianapolis would release said company from its obligation to construct and maintain the said foot-way on one side of Illinois street as aforesaid. (See "Laws and Ordinances," Sec. 2381.)

I, therefore, transmit to you this information for your use.

Respectfully,

T. TAGGART,

Mayor.

Which was read and ordered spread on the minutes.

His Honor, the Mayor, presented the following communication:

EXECUTIVE DEPARTMENT,
CITY OF INDIANAPOLIS,
INDIANAPOLIS, IND., December, 22, 1900.

To the President and Members of the Common Council:

GENTLEMEN—I return herewith, with my signature attached in approval, App. O. No. 17, 1900, and G. O. No. 56, 1900, passed by your honorable body December 17, 1900.

Respectfully yours,

T. TAGGART,

Mayor.

Which was read and ordered spread on the minutes.

REPORTS, ETC., FROM CITY OFFICERS.

Communication from City Comptroller:

DEPARTMENT OF FINANCE,
OFFICE OF THE CITY COMPTROLLER,
INDIANAPOLIS, IND., January 7, 1901.

To the President and Members of the Common Council:

GENTLEMEN—I return herewith G. O. No. 49, 1900, with a new ordinance containing exactly the same provisions as the old one except that the latter provides for the issue and sale of bonds amounting to

\$143,000, the additional \$3,000 to be used in the purchase of a combination chemical and hose wagon for the West Indianapolis Engine House, in accordance with the recommendation of your Committee on Finance.

I beg to recommend that the appropriations provided for in this new ordinance be made.

Respectfully submitted,

E. M. JOHNSON,
City Comptroller.

Which was read and referred to Committee on Finance.

REPORTS FROM OFFICIAL BOARDS.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, IND., December 31, 1900.

To the President and Members of the Common Council:

GENTLEMEN—We refer to you herewith, for your consideration and action thereon, a certain contract made and entered into this day with the Indianapolis Water Company providing for the city's water supply during the period named therein.

Very respectfully,
ALBERT SAHM,
C. MAGUIRE,
JOS. W. SMITH,
Board of Public Works.

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

On motion of Mr. Megrew, the Council took a recess of ten minutes.

The Council re-convened at 8:45 o'clock P. M.

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

REPORTS FROM OFFICIAL BOARDS.

Communication from Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD,
INDIANAPOLIS, IND., January 7, 1901.

To the President and Members of the Common Council:

GENTLEMEN—We refer to you herewith, for your consideration and action thereon, ordinances ratifying and approving the following contracts this day made:

Contract with the Cleveland, Cincinnati, Chicago & St. Louis Railway

Company, granting the right to lay and maintain a passing track across Ohio street and Astor street, west of White River.

Contract with McCormick Harvesting Machine Company, granting the right to lay and maintain a switch or sidetrack across Mobile street.

Very respectfully,
ALBERT SAHM,
C. MAGUIRE,
Jos. W. SMITH,
Board of Public Works.

Which was read and referred to Committee on Railroads.

REPORTS, ETC., FROM STANDING COMMITTEES.

Mr. Negley, on behalf the Committee on Judiciary, to which was referred:

G. O. No. 51, 1900. An ordinance revising and refixing the rates and prices to be charged and received in the City of Indianapolis for natural gas fuel, the same being supplemental to an ordinance entitled: "An ordinance authorizing corporations, firms, companies or individuals to lay and maintain pipes in the streets, alleys, avenues, lanes and public grounds in the City of Indianapolis for the purpose of supplying said city and its inhabitants with natural gas for heating and illuminating purposes," approved June 27, 1887, providing penalties for its violation, repealing all ordinances and parts of ordinances in conflict therewith, and fixing a time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., January 7, 1901.

Mr. President:

We, your Committee on Judiciary, to whom was referred G. O. No. 51, 1900, respectfully report that we have given said ordinance careful consideration, with the following result:

We find that the ordinance under consideration contains the same subject matter, and differs in no material way from G. O. No. 55, 1899, which was reported upon adversely by the Committee on Contracts and Franchises, of this body, on January 15, 1900; and which report was adopted by this Common Council on the last mentioned date.

We agree with the committee's report on said former ordinance, of which the ordinance now under consideration is practically a copy, in that the plan proposed offers no relief whatever for the people in the way of compelling the gas companies to furnish an adequate supply of natural gas; but on the contrary, would result in annulling the old contract to such an extent that after the passage of this ordinance the people would be absolutely at the mercy of the gas companies, and with no relief to be had by resorting to the courts.

This committee believes the old contract to be a much better safeguard for the interests of the people than can ever be secured again if the old one is in the slightest way vitiated by any act of the City of Indianapolis; and we further believe that it is a contract which the courts will uphold and enforce if the necessary steps are taken by the law department of the city. The proposed ordinance permits the reduction of the maximum pressure at the point of consumption from the present figure of four (4) ounces to that of two (2) ounces, which is not only of no possible benefit to the consumer, but is such a waiver of the obligations on the part of the gas

companies that we believe it to be a very dangerous step to take under present conditions.

And we believe also that recent decisions in the higher courts furnish the best and most conclusive of reasons for refusing to change from a good and well tried contract to one which, in our opinion, offers no additional relief to consumers of natural gas.

We therefore recommend that the ordinance do not pass.

H. E. NEGLEY.
EDWARD E. BERNAUER.
GEO. H. EVANS.

Mr. Negley moved that the report be concurred in.

Mr. McGrew moved to lay Mr. Negley's motion on the table.

Which motion was lost by the following vote:

AYES—7, viz.: Messrs. Dickson, Horan, Kelly, Moriarity, McGrew, Perrott and Reilly.

NOES—13, viz.: Messrs. Bernauer, Billingsley, Daller, Evans, Kaiser, Keller, Knight, Megrew, Munro, Negley, Spiegel, Wheeler and President Crall.

The question being on Mr. Negley's motion.

Which motion was adopted by the following vote:

AYES—12, viz.: Messrs. Bernauer, Billingsley, Daller, Evans, Kaiser, Keller, Megrew, Munro, Negley, Spiegel, Wheeler and President Crall.

NOES—8, viz.: Messrs. Dickson, Horan, Kelly, Knight, Moriarity, McGrew, Perrott and Reilly.

Mr. Munro, on behalf of the Committee on Sewers, Streets and Alleys, to which was referred:

G. O. No. 57, 1900. An ordinance authorizing the improvement of the roadway of New York street, in the City of Indianapolis, in Marion county, State of Indiana, from the west property line of Walter street to a point one hundred and twenty (120) feet west of the west line of Lansing street, by grading and rolling the roadway, from curb line to curb line, to a uniform width of twenty-four (24) feet, including the wings of the intersecting streets between the above-named points; and fixing the time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., January 7, 1901.

Mr. President:

We, your Committee on Sewers, Streets and Alleys, have had G. O. No. 57, 1900, under consideration, and recommend the same do pass.

JAMES R. MUNRO.
GEO. H. EVANS.
HENRY L. SPIEGEL.
HAROLD C. MEGREW.
JAMES D. MORIARITY.

Which was read and concurred in.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

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

By Board of Public Works:

G. O. No. 1, 1901. An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 31st day of December, 1900, between the Indianapolis Water Company and the City of Indianapolis, by and through its Board of Public Works, for furnishing and supplying said City of Indianapolis, in her corporate capacity, with pure and wholesome water at all times, and fixing the time when the same shall take effect.

WHEREAS, Heretofore, to-wit: on the 31st day of December, 1900, the City of Indianapolis, by and through its Board of Public Works, entered into the following contract and agreement with the Indianapolis Water Company, to-wit:

This agreement, made this 31st day of December, 1900, by and between the City of Indianapolis, Indiana, and the Indianapolis Water Company, a corporation of Marion county, Indiana, witnesseth:

1. That said Indianapolis Water Company, for and in consideration of the covenants and agreements herein stipulated to be kept and performed by said City of Indianapolis, hereby covenants and agrees to furnish and supply said City of Indianapolis, in her corporate capacity, with pure and wholesome water at all times, furnishing said city sufficient water to supply one thousand, seven hundred fifty-one (1,751) fire hydrants or plugs for fire protection, as now located, and with sufficient power and pressure to throw eight (8) streams at once a distance of one hundred (100) feet vertically through one (1) inch nozzles; said pressure and power to be furnished within six (6) minutes from the time an alarm of fire is sounded from any fire alarm box located on the line of or within one (1) square from the lines of water pipe.

2. And the said Water Company also agrees to supply and furnish water to said city according to the terms of this contract for forty-four (44) drinking fountains, situated on the several streets of said city as now located, and for a fountain in Military Park, University Park, Garfield Park, St. Clair Park, Highland and Fletcher Parks, Brookside Park, Riverside Park and a fountain in each ward park that may be established during this contract. Also for each engine and reel house, each station house and City Dispensary, now constructed or hereafter to be constructed, thirty thousand (30,000) gallons of water each per month, if so much shall be required; and the water for the police headquarters, four hundred thousand (400,000) gallons per month, if so much shall be required; also all needed and necessary water for the purpose of flushing and cleaning public sewers and improved streets and the filling of public cisterns within reach of the lines of water pipe. Also water for public latrines when constructed under streets, also water for Tomlinson Hall and market houses, five hundred thousand (500,000) gallons in the aggregate per month for said hall and market houses if so much shall be required, also for City Hospital, six hundred thousand (600,000) gallons per month if so much shall be required, also for public baths when established, one hundred thousand (100,000) gallons per day if so much shall be required, also water for sprinkling lawns and roadways in parks, in the aggregate, five millions (5,000,000) gallons per month if so much shall be required, also water for one four (4) inch pipe from the canal for the lily pond in Riverside Park; but any water lines required to be laid by the Water Company to reach any of said parks, engine houses or other of said places where the water is to be used,

shall be laid under orders of the city and subject to the provisions of Section 9 of this contract.

3. And the City of Indianapolis, for and in consideration of the covenants herein contained, to be kept and performed by said Water Company, hereby promises and agrees to pay to said Water Company for the water so furnished and supplied, at the following rates: Forty-five (\$45.00) dollars per annum for each of the said fire hydrants or plugs which shall be in full payment for all water used from said fire hydrants or plugs.

And the said City of Indianapolis upon the same considerations hereby promises and agrees to pay to said Water Company for the water so furnished and supplied to the public drinking fountains, situated in the streets of said city, now in use or which shall hereafter be put in use, the sum of forty-five (\$45.00) dollars per annum for each such fountain, but said city may at its pleasure at any time, upon notice to said Water Company, discontinue the supply of water to any or all of said public drinking fountains and upon such discontinuance, the charge for the public drinking fountain or fountains so discontinued shall, from the date of discontinuance, cease.

FREE PUBLIC USE.

4. In consideration of the performance of this contract by the city, the Water Company agrees, that, so long as the city shall keep and perform its covenants in this contract undertaken, the Water Company will furnish to the city, free of charge, water from its mains as hereinafter stated, viz.:

Water for a fountain in each of the following parks: Military Park, University Park, Garfield Park, St. Clair Park, Highland and Fletcher Parks, Brookside Park and Riverside Park, and one in each ward park when erected during this contract. Also water for each engine house, each reel house, each station house, City Dispensary, thirty thousand (30,000) gallons of water at each, per month, if so much shall be required; also water for the police headquarters, four hundred thousand (400,000) gallons per month, if so much shall be required. Also water necessary for the purpose of flushing and cleaning public sewers and improved streets and the filling of public cisterns within the reach of the line of water pipe. Also water for public latrines when constructed under streets. Also water for Tomlinson Hall and market houses, five hundred thousand (500,000) gallons per month, in the aggregate at said hall and market houses, if so much shall be required. Also water for the City Hospital, six hundred thousand (600,000) gallons per month, if so much shall be required. Also water for public baths, when established, one hundred thousand (100,000) gallons per day, if so much shall be required. Also water for sprinkling lawns and roadways in all public parks, five million (5,000,000) gallons per month, in the aggregate, if so much shall be required. Water from the canal to supply a four (4) inch pipe for the lily pond in Riverside Park, the pipe for such four (4) inch line to be furnished, laid and maintained by the city and the water drawn therethrough for said pond not to be computed as a part of the said five million (5,000,000) gallons above mentioned. The members of the Fire Department may, without cost to the city, use water from the fire hydrants or plugs to sprinkle the streets immediately adjacent to the several engine houses and hose reel houses: provided ordinary sprinkling nozzles are used for that purpose.

Any and all water used by the city for the purposes above mentioned so far as it shall exceed the quantities respectively above mentioned, shall be paid for by the city to the Water Company at the rate of five (5) cents per thousand gallons.

All meters for measuring water so furnished to the city, as in this paragraph before mentioned, shall be furnished and maintained by the Water Company without cost to the city.

All payments to be made under this contract for fire hydrants and public

drinking fountains, and any meter rates that may become payable, shall be made quarterly.

5. And the said City of Indianapolis also agrees that during the continuance of this contract the water from fire hydrants or plugs shall be used only for fire protection, filling public cisterns, cleaning and flushing public sewers and improved streets, and street sprinkling by members of the Fire Department as aforesaid: *Provided*, That not more than two streams shall be used from fire hydrants or plugs in said city at the same time, in cleaning or flushing sewers or improved streets, and they shall not be so used to exceed six hours in any one day, and that during the time of fires, when fire streams are being used from any fire hydrant or plug, no water shall be used from any fire hydrant or plug for the purpose of filling any cistern remote from the fire, cleaning any sewer or flushing streets.

6. In case of fire when it becomes necessary to fill a cistern in use on such fire through a pipe connected with the mains of the Water Company, such pipe can be opened, subject to the inspection of the Water Company's officer on the ground at the time of the fire.

7. As to all cisterns now constructed or that may hereafter be constructed, upon receiving an order from the Board of Public Works, the Water Company at its own expense shall connect such cistern or cisterns, as shall then be on a water main, therewith.

8. All ditches opened by the Water Company in any street, alley or public place of the city for the purpose of laying or relaying water mains shall be filled by thoroughly tamping or slushing, and all material taken out of said ditches shall be rammed back into place at the time of the laying of pipes, and the surface of the street restored to its original condition. On the failure of said Water Company to perform this work to the satisfaction of the Board of Public Works, in the manner above indicated, the Board of Public Works shall have the right after a notice to said company, in writing, of ten days, to put into condition any excavation made by it, and retain from any moneys due said company from the city, the cost of doing such work: *Provided*, That in the doing of any of the work provided for in this contract, the said Water Company shall hold the City of Indianapolis free and harmless from any and all damages of every nature to any person or property that may result from the doing of such work.

9. Said City of Indianapolis agrees not hereafter to require said company to lay more than forty thousand (40,000) feet of new mains during any one year as provided in Section eleven (11) of this contract, and agrees to locate on each and every new main as shall be laid by said company by order of the Board of Public Works, for and in behalf of said city, at such places as the Chief Fire Engineer and the City Engineer shall, before such mains are laid on any street, designate, at least one fire hydrant for every five hundred (500) feet of new mains ordered by said board for said city and laid by said company, said hydrants to be provided and attached by the Indianapolis Water Company at its own expense, and the use of each of said hydrants to be paid for as herein provided, viz.: at the rate of forty-five (\$45.00) dollars per annum per hydrant, from the date of their respective location; and the said Indianapolis Water Company hereby agrees to lay forty thousand (40,000) feet of mains per annum as hereinbefore provided, if so ordered by the Board of Public Works.

10. Said company shall, at its own expense, relocate and connect up any fire hydrant when so directed by the Chief Fire Engineer: *Provided*. That this shall apply only to those hydrants which are required to be changed by the change of any street, sidewalk or alley, and to those hydrants which in any wise obstruct any street, sidewalk, gutter, alley or public way.

11. Section No. 5 of an ordinance of the City of Indianapolis, entitled "An ordinance authorizing the Water Works Company of Indianapolis to

construct, maintain and operate water works, and supply water to the city and citizens of Indianapolis, defining its powers and privileges and prescribing its duties," ordained January 3, 1870, is hereby amended to read as follows: "Sec. 5. The company shall extend its pipe system along any street, avenue or alley of the city whenever the city shall order the same: *Provided*, The city shall take at least an average of one hydrant for every five hundred (500) feet of pipes so extended to be attached by the company, and the use hereof to be paid for, as before in this ordinance provided; and, *Provided, further*, That the company need not lay more than forty thousand (40,000) feet of mains in any one calendar year, even though the city shall order more than that amount laid."

12. And it is hereby expressly agreed and understood between the said city and said Water Company that the said ordinance of January 3, 1870, commonly called the charter of said Water Company, as above, in Sec. eleven (11) of this ordinance, amended, is and shall continue to be in force in all its parts, except insofar as its provisions may be modified or changed by this contract, and as to any such modifications or changes they shall only be effectual during the continuance of this contract.

13. And said City of Indianapolis also agrees that during the continuance of this contract, said Water Company shall be authorized and empowered to employ, at its own expense, a competent man to attend all fires, and see that all fire hydrants or plugs are properly opened, and that no water is used from any fire hydrant or plug for the purpose of filling cisterns or flushing or cleaning sewers or improved streets during the time of fire, when fire streams are being thrown from fire hydrants or plugs: *Provided*, That such man shall be subject to the authority of the Chief Fire Engineer, or his assistant, during times of fire, and it shall be his duty to report to said Chief Fire Engineer, or the Board of Public Safety, any and all violations of the provisions of this contract, or omissions to properly open said fire hydrants or plugs, or violations of the orders of the Chief Fire Engineer or his assistant or the Board of Public Safety. And when said Water Company shall have empowered such person, it shall report his name to the Common Council and the Board of Public Works, and the said city agrees that it will, by proper authority, enact an ordinance, fully protecting him in the discharge of his duties. And it is expressly understood that said City of Indianapolis shall in no way be liable for the pay or compensation of said man, and shall not be liable for any damage sustained by him in the discharge of his duties, said company hereby agreeing to pay for his services and save the city harmless on account thereof, or on account of any damage sustained by him.

14. And it is further understood and agreed by the parties hereto that this contract shall take effect and be in force as of the first day of January, 1901, and that the city shall pay said company at the rates hereinbefore stipulated for water from and after said date.

15. This contract shall continue in force until the 31st day of December, 1908, and in case at that date the said parties shall be unable to agree respecting the rates or prices to be paid for fire hydrants or plugs, and water for public use, then the matter of such rates and prices shall be submitted to arbitration in the manner and form provided in the ordinance of January 3, 1870, hereinbefore referred to: *Provided*, That the terms and provisions of this contract shall continue in force from December 31, 1908, until such arbitration is concluded: *Provided, however*, That nothing contained in this contract shall in any way affect the right of the city, pursuant to the laws and ordinances of the city, to purchase all the buildings, machinery and pipes, and entire plant of said Indianapolis Water Company and all its corporate rights and privileges.

16. It is hereby expressly agreed by the Indianapolis Water Company that the water furnished by the Water Company to the city and citizens of Indianapolis shall be good "potable" water.

17. All questions in regard to the purity of water as furnished by said

Water Company, shall be referred to two chemists selected, one by the Board of Public Works and Board of Public Health and Charities, and the other by the Indianapolis Water Company; and in case the two so chosen cannot agree, they shall appoint a chemist as umpire, and the result of any analysis agreed to by said first two chosen, or by two of the three if an umpire shall have been chosen, shall be accepted as conclusive evidence of the degree of purity of said water. The expense of such analysis shall be paid, one-half by the city and one-half by the Indianapolis Water Company. An analysis shall be made at any time when the Board of Public Works and the Board of Public Health and Charities shall require it.

In witness whereof, said City of Indianapolis, by her Mayor and the Board of Public Works, and said Indianapolis Water Company, by its Vice-President, upon the authority of its Board of Directors, have hereunto set their hands, the day and year first above written. Executed in duplicate.

CITY OF INDIANAPOLIS.

By ALBERT SAHM,

C. MAGUIRE,

JOS. W. SMITH,

Board of Public Works.

THOMAS TAGGART, Mayor.

[SEAL]

Attest:

M. A. MORRIS,
Secretary.

INDIANAPOLIS WATER COMPANY,

By F. A. W. DAVIS,

Vice-President.

And whereas, said contract and agreement have been submitted by said Board of Public Works of the 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 31st day of December, 1900, by the Indianapolis Water Company and the City of Indianapolis, by and through its Board of Public Works, be and the same is hereby in all things ratified, confirmed and approved.

SEC. 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. 2, 1901. An ordinance approving a certain contract granting the Cleveland, Cincinnati, Chicago & St. Louis Railway Company the right to lay and maintain a passing track across Astor street and Ohio street, in the City of Indianapolis, Indiana.

Whereas, heretofore, to-wit: on the 7th day of January, 1901, the Board of Public Works of the City of Indianapolis made and entered into a certain contract with the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, which contract is as follows:

Whereas, heretofore, to-wit: on the 26th day of September, 1900, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, filed its petition with the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

INDIANAPOLIS, IND., September 26, 1900.

To the Board of Public Works of the City of Indianapolis, Indiana:

GENTLEMEN—The Cleveland, Cincinnati, Chicago & St. Louis Railway Company hereby petitions for permission to construct a track across Astor

street and Ohio street, said track to be west of White river, to run parallel with the Belt Railway tracks crossing said streets thirteen (13) feet (center to center) east of the Belt Railway tracks, said tracks being denominated a passing track.

The use of this track will not add any burden to the crossings but will expedite the movement of trains over them, so that the actual occupancy by trains will be much reduced.

Very respectfully,

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RY. CO.,

By J. Q. VANWINKLE,

General Superintendent.

Now therefore, this agreement made and entered into this 7th day of January, 1901, by and between the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part,

Witnesseth, that said party of the first part, being desirous of securing a right of way for a passing track over and across Astor street and Ohio street, in the City of Indianapolis, as more specifically described in the petition of said first party, hereto attached and made a part of this contract, hereby covenants and agrees and fully binds itself, its successors, legal representatives and assigns that, in consideration of the grant of the privileges and authority herein given, it will lay, construct and maintain said track upon the terms and conditions hereinafter set forth, to-wit:

(1) It shall be so laid, improved and kept in repair as to be safe for persons on foot, in vehicles or otherwise, and shall, at all times, be subject to the orders of the Board of Public Works of the City of Indianapolis.

(2) Said track shall be laid upon such grade as shall be established by such Board, and shall be put down under its supervision and to its satisfaction and approval. Said track shall be raised or lowered to conform to any grade which may, from time to time, be hereafter established, whenever so ordered, in writing, by said Board.

(3) The crossings where said track intersects Astor street and Ohio street shall at all times be kept improved and in repair and free from obstructions of any kind. No car or cars shall be permitted to obstruct such crossings, or to be thereon, except for such time as may be absolutely necessary in moving them back and forth, but they shall at no time be stopped or detained thereon in such a manner as to obstruct public travel.

(4) Said party of the first part hereby agrees, at the pleasure and written order of said Board, to take up and remove said tracks, and upon its failure so to do upon such notification, in writing, of ten (10) days, to promptly pay the cost of having the same done. And the party of the first part hereby releases all claim for damages whatsoever that may arise by reason of such removal; and in removing said track, or any part thereof, or in causing the same to be done, said Board shall in no wise become a trespasser.

(5) The party of the first part hereby agrees to properly plank said tracks from property line to property line of the above named streets, to the entire satisfaction of the second party, and in case the said tracks shall be or become out of repair or in need of being reconstructed, or become in any way defective (of which fact the said Board shall be the exclusive judge) it shall be the duty of the said party of the first part to promptly repair or remove the same, failing in which, after a notification, in writing, of ten (10) days, said Board shall do or cause the same to be done at the expense of the party of the first part, and for which expense and cost the said first party shall be liable.

(6) The said party of the first part hereby binds itself to hold the said party of the second part and the said city harmless from any and all claims for damages growing out of the existence, maintenance or use of

said track, and to pay any judgment, with costs, that may, on that account, be rendered against it or said city.

(7) Any violation of any provision of this instrument by said party of the first part, or by any one for it or at its instance or with its permission, shall operate as an immediate and absolute forfeiture of the privileges and authority granted or given by this contract: *Provided, however,* That the same may be terminated without cause, at the pleasure of said Board, as hereinbefore set forth in clause four (4).

Said party of the second part, by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled "An act concerning the incorporation and government of cities having more than one hundred thousand population according to the last preceding United States census, and matters connected therewith, and declaring an emergency," approved March 6, 1891, and in consideration of the things hereinbefore set forth, and upon the terms and conditions herein stipulated, hereby gives, grants and duly vests said party of the first part the right, privilege and authority to lay and maintain a single passing track over and across Astor street and Ohio street, said tracks to be west of White river and to cross said streets thirteen (13) feet (center to center) east of the Belt Railway tracks. Said right, privilege and authority are granted for the purpose prayed in the petition hereto attached.

In witness whereof, we have hereunto set our hands this 7th day of January, 1901.

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RY. CO.,

By J. Q. VANWINKLE,
*General Superintendent,
Party of First Part.*

CITY OF INDIANAPOLIS,

By ALBERT SAHM,
C. MAGUIRE,

JOS. W. SMITH,
*Board of Public Works,
Party of Second Part.*

And whereas, said contract has been referred by the Board of Public Works of said city to the Common Council for its consideration and action: now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That said contract above set forth be and the same is hereby, in all things, confirmed and approved.

SEC. 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 Railroads.

By Board of Public Works:

G. O. No. 3, 1901. An ordinance approving a certain contract granting McCormick Harvesting Machine Company the right to lay and maintain a switch or sidetrack across Mobile street, in the City of Indianapolis, Indiana.

Whereas, heretofore to-wit: on the 7th day of January, 1901, the Board of Public Works of the City of Indianapolis made and entered into a certain contract with McCormick Harvesting Machine Company of Illinois, which contract is as follows:

Whereas, heretofore, to-wit: on the 12th day of December, 1900, the Mc-

Cormick Harvesting Machine Company filed its petition before the Board of Public Works of the City of Indianapolis, as follows:

PETITION.

INDIANAPOLIS, IND., December 12, 1900.

To the Board of Public Works of the City of Indianapolis, Ind.:

GENTLEMEN—The undersigned, McCormick Harvesting Machine Company, respectfully petition your honorable body, asking permission to construct and maintain one switch or sidetrack across Mobile street, as follows: Beginning at a point in the intersection of the south line of Mobile street with the center line of said sidetrack, the said point being one hundred and eighty (180) feet west of the west line of Capitol avenue, thence in a northeasterly direction with the center line of said sidetrack to a point in the north line of Mobile street, the said point being one hundred and eleven (111) feet west of the west line of Capitol avenue, all as shown by the drawings herewith submitted, attached hereto, filed herewith, and for greater certainty marked "Exhibit A."

Your petitioner prays that the privilege and authority herein requested shall be granted upon such terms and conditions as may hereafter be agreed upon by contract.

Respectfully submitted,

McCORMICK HARVESTING MACHINE CO.,

By W. H. DILLMAN,

General Agent.

Now therefore, this agreement, made and entered into this January 7, 1901, by and between the McCormick Harvesting Machine Company, of Illinois, party of the first part, and the City of Indianapolis, by and through its Board of Public Works, party of the second part.

Witnesseth, that said party of the first part, being desirous of securing a right of way for a switch or sidetrack over and across Mobile street, in the City of Indianapolis, as more specifically described in the petition of said first party, hereto attached and made a part of this contract, covenants and agrees and fully binds itself, its successors, legal representatives and assigns that, in consideration of the grant of the privileges and authority herein given, it will lay, construct and maintain said switch or sidetrack upon the terms and conditions hereinafter set forth, to-wit:

(1) It shall be so laid, improved and kept in repair as to be safe for persons on foot, in vehicles or otherwise, and shall, at all times, be subject to the orders of the Board of Public Works of the City of Indianapolis.

(2) Said track or switch shall be laid upon such grade as shall be established by said Board, and shall be put down under its supervision, and to its satisfaction and approval. Said sidetrack or switch shall be raised or lowered to conform to any grade which may, from time to time, be hereafter established, whenever so ordered, in writing, by said Board.

(3) The crossing where said sidetrack or switch intersects Mobile street shall at all times be kept improved and in repair and free from defects or obstructions of any kind. No car or cars shall be permitted to obstruct such crossing or to be thereon, except for such time as may be absolutely necessary in moving them back and forth, but they shall at no time be stopped or detained thereon in such a manner as to obstruct public travel.

(4) Said party of the first part agrees, at the pleasure and written order of said Board, to take up and remove said sidetrack or switch, and upon its failure so to do upon such notification, in writing, of ten days, to promptly pay the cost of having the same done. And the party of the first part hereby releases all claim for damages whatsoever which may arise by reason of such removal; and in removing said sidetrack or switch, said Board shall in no wise become a trespasser.

(5) The party of the first part hereby agrees to plank said sidetrack or switch, from property line to property line, of Mobile street, to the entire satisfaction of the second party, and in case the said sidetrack or switch shall be or become out of repair or in need of being reconstructed, or become in any way defective (of which facts the said Board shall be the exclusive judge) it shall be the duty of the said party of the first part to promptly repair or remove the same, failing in which, after a notification, in writing, of ten days, said Board shall do, or cause the same to be done, at the expense of the said party or the first part, and for which expense and cost the said party of the first part shall be liable.

(6) The said party of the first part hereby binds itself to hold the said party of the second part and said city harmless from any and all claims for damages growing out of the existence, maintenance or use of said sidetrack or switch, and to pay any judgment, with costs, that may, on that account, be rendered against it or said city.

(7) Any violation of any provision of this instrument by said party of the first part or by any one for it or at its instance or with its permission, shall operate as an immediate and absolute forfeiture of the privileges and authority granted by this contract: *Provided, however*, That the same may be terminated without cause, at the pleasure of said Board, as hereinbefore set forth in clause four (4).

Said party of the second part, by virtue of the provisions of an act of the General Assembly of the State of Indiana, entitled "An act concerning the incorporation and government of cities having more than one hundred thousand population according to the last preceding United States census, and matters connected therewith, and declaring an emergency," approved March 6, 1891, and in consideration of the things hereinbefore set forth, and upon the terms and conditions herein stipulated, hereby gives, grants and duty vests said party of the first part the right, privilege and authority to lay and maintain a single switch or sidetrack across Mobile street, in the City of Indianapolis, as follows: Beginning at a point in the intersection of the south line of Mobile street with the center line of said sidetrack, the said point being one hundred and eighty (180) feet west of the west line of Capitol avenue; thence in a northeasterly direction with the center line of said sidetrack to a point in the north line of Mobile street, the said point being one hundred and eleven (111) feet west of the west line of Capitol avenue. Said right, privilege and authority are granted for the purpose prayed in the petition hereto attached, and as shown by the drawings hereto attached, made a part hereof and marked "Exhibit A."

In witness whereof, we have hereunto set our hands this January 7, 1901.

McCORMICK HARVESTING MACHINE COMPANY,
By W. H. DILLMAN,
General Agent,
Party of First Part.

CITY OF INDIANAPOLIS,
By ALBERT SAHM,
C. MAGUIRE,
JOS. W. SMITH,
Board of Public Works,
Party of Second Part.

And whereas, said contract has been referred by the Board of Public Works of said city to the Common Council for its consideration and action: now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That said contract above set forth be and the same is hereby, in all things, confirmed and approved.

SEC. 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 Railroads.

By Mr. Megrew:

G. O. No. 4, 1901. An ordinance for a loan of one hundred and forty-three thousand dollars (\$143,000) by the City of Indianapolis, for the use of the Department of Public Works in constructing certain additions to and improvements of the Fire Department and City Hospital, and for the use of the Department of Public Safety in purchasing certain supplies and apparatus for said Fire Department, and authorizing the issue and sale of bonds for said amount, payable from the general funds of said city; prescribing the time and manner of advertising the sale of said bonds and the receipt of bids for the same, together with the mode and terms of sale; appropriating the proceeds thereof, and fixing the time when the same shall take effect.

Whereas, under authority conferred upon the members of the respective boards in control of the Department of Public Works and the Department of Public Safety of the City of Indianapolis, Indiana, by an act of the General Assembly of the State of Indiana, entitled "An act concerning the incorporation and government, of cities having more than one hundred thousand population according to the last preceding United States census, and matters connected therewith, and declaring an emergency," approved March 6, 1891, and all acts amendatory thereof, the said Department of Public Works has undertaken to construct certain additions to and improvements of the Fire Department and City Hospital, respectively, in said city, and has adopted plans for such additions and improvements; and the Department of Public Safety has undertaken to purchase certain new supplies and apparatus for said Fire Department, and has adopted certain plans and estimates therefor; to carry out and effectuate all of which plans and estimates for said departments, the sum of one hundred and forty-three thousand dollars (\$143,000) is necessary; and

Whereas, there are not now and will not be sufficient funds in the treasury of said city with which to pay the said sum of one hundred and forty-three thousand dollars (\$143,000) required by said departments, respectively, for said purpose; and it is necessary for the City of Indianapolis to borrow said sum of one hundred and forty-three thousand dollars (\$143,000) and issue and sell its bonds in that amount, payable from the general revenues and funds of said city, or as may be required by law; therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That the City of Indianapolis borrow the sum of one hundred and forty-three thousand dollars (\$143,000) for the use of the Department of Public Works for the construction of certain additions to and improvements of the Fire Department and City Hospital of said city, and for the use of the Department of Public Safety in the purchase of certain supplies and apparatus for said Fire Department and City Hospital; and that the Mayor and Comptroller, under the seal of the city, attested by the City Clerk, be and they are hereby authorized and empowered to execute one hundred and forty-three (143) negotiable bonds of the City of Indianapolis, which bonds shall be numbered consecutively from 1 to 143 inclusive, shall be dated March 1, 1901, and shall be designated "Indianapolis Fire Department and City Hospital Bonds of 1901," and shall each be for the principal sum of one thousand dollars (\$1,000), payable

at the banking house of Winslow, Lanier & Co., in the City of New York and State of New York, as follows:

Bonds numbered 1 to 14 each, inclusive, on January 1, 1902.
 Bonds numbered 15 to 28 each, inclusive, on January 1, 1903.
 Bonds numbered 29 to 42 each, inclusive, on January 1, 1904.
 Bonds numbered 43 to 56 each, inclusive, on January 1, 1905.
 Bonds numbered 57 to 70 each, inclusive, on January 1, 1906.
 Bonds numbered 71 to 84 each, inclusive, on January 1, 1907.
 Bonds numbered 85 to 98 each, inclusive, on January 1, 1908.
 Bonds numbered 99 to 112 each, inclusive, on January 1, 1909.
 Bonds numbered 113 to 126 each, inclusive, on January 1, 1910.
 Bonds numbered 127 to 140 each, inclusive, on January 1, 1911.
 Bonds numbered 141 to 143 each, inclusive, on January 1, 1912.

With coupons thereto attached for semi-annual installments of interest at the rate of three and one-half per cent. per annum, payable on January 1 and July 1 of each year, the first coupon on each bond to be for four months' interest only, which bonds shall be substantially in the form and of tenor and effect following, that is to say:

No. _____

\$1,000.00

UNITED STATES OF AMERICA,

CITY OF INDIANAPOLIS, STATE OF INDIANA, MARION COUNTY.

Indianapolis Fire Department and City Hospital Bond of 1901.

For full value received, the City of Indianapolis, Indiana, promises to pay to the bearer one thousand dollars in lawful money of the United States of America, on the first day of January, nineteen hundred and _____, with interest thereon at the rate of three and one-half per cent. per annum, payable semi-annually on the first days of January and July of each year, upon the surrender and cancellation of the proper coupons hereto attached; both principal and interest being payable at the banking house of Winslow, Lanier & Co., in the City of New York, in the State of New York.

This bond is one of a series of one hundred and forty-three bonds, numbered from 1 to 143 inclusive, each of the same date, amount, tenor and effect, except as to date of maturity, said bonds maturing in ten series of fourteen each and one series of three, at dates running from ten months to eleven years and ten months, which bonds have been issued by said City of Indianapolis, by, in and pursuant to an ordinance duly and legally passed by the Common Council of said city on _____ 1901, approved by the Mayor of said city on _____, 1901, in strict conformity with and as authorized by an act of the General Assembly of the State of Indiana, entitled "An act concerning the incorporation and government of cities having more than one hundred thousand population according to the last preceding United States census, and matters connected therewith, and declaring an emergency," approved March 6, 1891, and the act supplementary to and amendatory of said act of March 6, 1891; and all things and acts required by the laws of the State of Indiana, and by said ordinance, have happened and have been done and performed in and about the authorization, preparation, issue and complete execution of this bond, and this bond and each and every bond of this series, is hereby certified to be within every limit of indebtedness prescribed by the Constitution and laws of the State of Indiana.

In witness whereof, the Common Council of the City of Indianapolis, Indiana, has caused this bond to be signed by the Mayor and City Comp-

troller, and the seal of said city to be affixed thereto and attested by the City Clerk, this first day of March, nineteen hundred and one.

Attest:

Mayor.

(SEAL)

City Clerk.

City Comptroller.

The interest warrants, or coupons, attached to said bonds shall be authenticated by the signature of the Comptroller engraven thereon, which shall, for all purposes, be taken and deemed to be equivalent to a manual signing thereof; and the first coupon attached to each bond shall be for four months' interest only, that is, for interest from March 1, 1901, to July 1, 1901.

SEC. 2. That the head of the Department of Finance shall, as soon as practicable after the passage of this ordinance, advertise for bids or proposals for said bonds, once in each week for two consecutive weeks in the Indianapolis Sentinel, a daily newspaper of general circulation, printed and published in the City of Indianapolis, and in the Commercial and Financial Chronicle, a weekly newspaper of general circulation, printed and published in the City and State of New York, and may otherwise advertise for such bids or proposals as he may deem advisable. Such advertisement shall describe said bonds with such minuteness and particularity as the City Comptroller shall see fit, and shall set forth the amount of the bonds to be sold and the rate of interest they shall bear, that the bidder may bid for all or any part of said bonds, the date of opening the bids or proposals therefor, the right of the Comptroller to reject any or all bids, the amount of deposit the bidder will be required to make, and when and where the bonds shall be delivered, and paid for.

SEC. 3. Each and every bid or proposal shall be presented to the City Comptroller sealed, and shall be accompanied by a duly certified check upon some responsible bank, payable to the order of Armin C. Koehne, City Treasurer, for the sum of money which shall equal two and one-half per centum of the face or par value of the bonds bid for or proposed to be purchased. The City Comptroller shall continue to receive all bids or proposals therefor at the office of the City Comptroller until 12 o'clock m. on the 20th day of February, 1901, at which time and place, and between said hour and 2 o'clock p. m., of said day, he shall open said bids or proposals. The City Comptroller shall award said bonds, or, if he shall see fit, a part or any number thereof, to the highest and best bidder therefor; but said City Comptroller shall have the full right to reject any and all bids or proposals, or any part thereof, and shall have the right to accept a part of any bid, and to award upon any bid the whole or any less number of the bonds covered by such bid, he being the sole judge of the sufficiency or insufficiency of any bid, excepting only that no bond shall be sold at less than par and accrued interest. He may also, in his judgment and discretion, award a part of said bonds to one bidder and a part to another. These provisions shall apply in case of re-offering and re-advertisement of said bonds, as hereinafter provided.

SEC. 4. In case the City Comptroller shall reject all bids submitted, or if he shall award only a part of said bonds, he shall re-advertise the bonds remaining unsold in the manner as herein prescribed for the original advertisement, but in such re-advertisement he is authorized and directed to fix both the date and the time for receiving and opening bids or proposals, and for purchasers to take up and pay for the bonds which may be awarded. And he shall continue from time to time in like manner to re-advertise said bonds for sale until all said bonds are sold.

SEC. 5. In case any bid or proposal shall not be accepted, and there shall be no award of bonds thereon by the Comptroller, he shall thereupon return to such unsuccessful bidder the certified check accompanying the

same. If the Comptroller shall award the whole or any part of the bonds upon any bid or proposal, he shall thereupon deliver the certified check accompanying the same to the City Treasurer, who shall thereupon present the same for payment, and shall be entitled to collect the same, and shall hold the proceeds collected therefrom until the completion of the purchase and the payment for the bonds so awarded. If, for any reason, said check shall not be paid upon presentation, such non-payment shall be taken and deemed a breach of the contract for the purchase of said bonds upon the part of the purchaser, and the city, in that event, shall have the right to proceed to re-advertise said bonds for sale at once, and shall, in such event, retain said check, and shall have the right to collect the same for its own use, and said check and proceeds thereof, when collected, shall be taken and deemed as agreed and liquidated damages for such breach of contract and as a payment thereof to said city. In case any successful bidder shall fail to complete the purchase of the bonds so awarded, and to pay for the same within the time and manner prescribed herein, or which may be prescribed by the City Comptroller as herein provided, the proceeds of said certified check deposited by such bidder, shall be taken, considered and deemed as agreed and liquidated damages for the breach of such bidder's contract of purchase, and shall be taken and deemed as a payment to the city of such damages, and shall be retained and held by said city for its use; but if such successful bidder shall complete the purchase of said bonds awarded to him pursuant to the provisions hereof and his bid and award thereon, said proceeds of said certified check shall thereupon be returned to such bidder; or at the option of the City Comptroller at the time of the completion of the sale and payment for the bonds, said proceeds of said certified check may be applied and deemed a payment on account of the purchase of said bonds.

SEC. 6. Delivery of any bonds sold shall be made at the banking house of Winslow, Lanier & Co., in the City of New York, on the first day of March, 1901, or upon such other day or days as may be specified in the advertisement or re-advertisement for proposals, or within such time thereafter as may be fixed by the Comptroller, who may extend the time for such delivery not more than ten days after the day or days specified as above provided; and the successful bidder or bidders shall take the bonds awarded to him or them and pay for the same at such place and times, and his or their refusal, neglect or omission so to do shall be a breach of the contract of his bid or proposal, on account of which damages shall be retained or recovered as liquidated and provided in this ordinance.

SEC. 7. The bonds taken and paid for to the satisfaction of the City Comptroller shall be binding obligations upon the City of Indianapolis, according to their tenor and effect; and the proceeds derived from any sale or sales of bonds as herein authorized shall be and hereby are appropriated to the use of the Department of Public Works and Department of Public Safety, respectively, as follows:

To the Department of Public Works:

For the erection of three new engine houses.....	\$18,000.00
For remodeling fire headquarters' engine house.....	3,500.00
For the remodeling of engine houses.....	3,000.00
For the purchase of real estate for new engine houses.....	1,750.00
For the erection of a wing to main building of City Hospital.....	19,460.00
For steam heating apparatus at City Hospital.....	4,674.00
For plumbing, gas fitting and electric wiring at City Hospital..	1,722.00
For repair of elevator at City Hospital.....	500.00
For miscellaneous repairs at City Hospital.....	700.00
For two 80-horse-power boilers at City Hospital.....	1,250.00
For masonry in engine room at City Hospital.....	250.00
For one 600-light engine dynamo at City Hospital.....	2,000.00
Total	\$56,806.00

To the Department of Public Safety:

For fire alarm system.....	\$65,000.00
For two new engines.....	10,500.00
For one aerial truck.....	3,500.00
For two service trucks.....	3,000.00
For three hose wagons.....	825.00
For one fuel wagon.....	250.00
For one tool wagon.....	300.00
For one combination chemical truck and hose wagon for the West Indianapolis engine house.....	3,000.00
Total	\$86,375.00

And to the payment of the expenses incident to the issue and sale of said bonds, and the City Comptroller is hereby authorized upon the requisition of the Department of Public Works and the Department of Public Safety, respectively, to draw all proper and necessary warrants, and to do whatever acts may be necessary to carry out the provisions thereof, and the City Treasurer is also authorized to pay out the proceeds of the sale of said bonds upon the lawful warrants of the City Comptroller, and to do and perform such other acts as may be necessary that he should do in the premises to aid in the carrying into effect of the provisions thereof: *Provided*, That each of such warrants shall state against which fund the same is drawn, and that to each of such warrants shall be attached a voucher showing what items are covered by such warrant, and that this voucher shall be receipted for and retained by the Treasurer when such warrants are presented to him for payment.

SEC. 8. This ordinance shall be in full force from and after its passage and approval by the Mayor.

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

By Mr. Evans:

G. O. No. 5, 1901. An ordinance licensing and regulating second-hand stores and junk stores; prescribing a penalty for the violation thereof; repealing conflicting ordinances, and fixing the time when the same shall take effect.

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, Indiana, That it shall be unlawful for any person, firm or corporation to conduct, maintain or engage in the business of keeping a second-hand store or junk store, unless such person, firm or corporation shall have first paid the license fee to the City Treasurer and procured a license therefor, as in this ordinance prescribed.

Every person, firm or corporation conducting, maintaining or engaging in the business of keeping a second-hand store or junk store shall pay to the City Treasurer an annual license fee of twenty-five dollars (\$25.00), and upon the presentation of the receipt therefor from the said City Treasurer to the City Comptroller, it shall be the duty of the said City Comptroller to issue to such person, firm or corporation the license applied for. Such license shall be designated "Second-hand Store License," or "Junk Store License," as the case may be. Said license shall bear date from January 1 each year, and no reduction shall be made for any part of the year already elapsed at the time of making application for such license: *Provided, however*, That upon all licenses issued for the remainder of the year, expiring December 31, 1901, the pro rata reduction for the time elapsed shall be made.

SEC. 2. It shall be the duty of every person, firm or corporation who

or which conducts, maintains or engages in the business of keeping a second-hand store or junk store, to keep a book in which shall be plainly written with ink, in the English language, at the time of each purchase, an accurate and true description of the goods, articles and things purchased, the amount paid therefor, with the name, age and residence, together with a true description of the person or persons from whom such purchase is made; and no entry made in such book shall be erased, obliterated or defaced.

Sec. 3. The said book, as well as the articles, things or goods purchased, shall at all reasonable times be open to the inspection of the Superintendent of Police, or any member of the police force of said city, designated by the Superintendent of Police for such purpose.

Sec. 4. The Superintendent of Police may, in his discretion, cause any goods, article or thing of value purchased by such person, firm or corporation, which he shall have reason to believe was not purchased of the lawful owner, to be held for the purpose of being identified by the lawful owner thereof, for such reasonable length of time, not exceeding five days, as the said Superintendent of Police shall deem necessary for such identification.

Sec. 5. It shall be the duty of every person, firm or corporation, conducting, maintaining or engaging in the business of keeping a second-hand store or junk store, to make out and deliver to the Superintendent of Police, each day before the hour of 12 o'clock noon, a legible and correct copy or report from the book required by Section 2 of this ordinance, to be kept, plainly written with ink in the English language, showing all the goods, article or thing purchased during the preceding day, together with the time of the day when the same was received or purchased, the amount paid therefor, with the name, age and residence, together with a true description of the person or persons from whom such purchase was made, and in no case shall such personal property be disposed of within twenty-four hours from the time of filing such report with the Superintendent of Police, as herein provided, except upon written permission of such superintendent for that purpose. Such report shall be made upon a form to be approved by the said Superintendent of Police.

Sec. 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec. 7. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be fined in any sum not exceeding one hundred dollars (\$100.00), to which may be added imprisonment not exceeding thirty (30) days.

Sec. 8. This ordinance shall be in full force and effect from and after its passage and publication one day each week for two consecutive weeks in the Indianapolis Sentinel, a daily newspaper of general circulation, printed and published in said City of Indianapolis.

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

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:

G. O. No. 57, 1900. An ordinance authorizing the improvement of the roadway of New York street, in the City of Indianapolis, in Marion

county, State of Indiana, from the west property line of Walter street to a point one hundred and twenty (120) feet west of the west line of Lansing street, by grading and rolling the roadway, from curb line to curb line, to a uniform width of twenty-four (24) feet, including the wings of the intersecting streets between the above-named points; 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, Kaiser, Keller, Kelly, Knight, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Reilly, Spiegel, Wheeler and President Crall.

NOES—1, viz.: Mr. Horan.

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

REPORTS, ETC., FROM STANDING COMMITTEES.

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

G. O. No. 4, 1901. An ordinance for a loan of one hundred and forty-three thousand dollars (\$143,000) by the City of Indianapolis, for the use of the Department of Public Works in constructing certain additions to and improvements of the Fire Department and City Hospital, and for the use of the Department of Public Safety in purchasing certain supplies and apparatus for said Fire Department, and authorizing the issue and sale of bonds for said amount, payable from the general funds of said city; prescribing the time and manner of advertising the sale of said bonds and the receipt of bids for the same, together with the mode and terms of sale; appropriating the proceeds thereof, and fixing the time when the same shall take effect.

Made the following report:

INDIANAPOLIS, IND., January, 7, 1901.

Mr. President:

The Committee on Finance in reporting G. O. No. 4, 1901, appropriating money for the betterment of the Fire Department and hospital improvement, respectfully call attention to the communication signed by W. F. C. Golt, Secretary Merchants' Association Insurance Committee, which is as follows:

INDIANAPOLIS, IND., January 7, 1901.

Chairman of the Finance Committee:

DEAR SIR—The following is a copy of a petition which will be presented to the Common Council this evening:

To the Common Council of Indianapolis:

On January 2, at a meeting of a joint committee of the Indianapolis Fire Insurance Association, consisting of Messrs. Henry Coe, John M. Spann, Robert Martindale, C. F. Sayles, John Appel, and the Merchants' Association, consisting of Messrs. A. L. Block, H. P. Wasson, George J. Marott, C. H. Badger and W. F. C. Golt, the following resolution was unanimously adopted:

That this joint committee of the Merchants' Association and the Indianapolis Fire Insurance Association ask the passage of the ordinance for the improvement of the Fire Department, and that the Insurance Committee pledge themselves individually to the fulfillment of the promise to the Merchants' Association that when the said ordinance is adopted for the improvement of the Fire Department as proposed, that the readjustment of rates by schedule will not create an advance of premiums on the equivalent amount of insurance written.

This resolution was presented to the members of the Merchants' Association at a meeting held on January 4th, and the action of its committee was approved. A committee was appointed to go before your honorable body to present this resolution, and ask for the passage of the above ordinance. This committee consists of Messrs. H. P. Wasson, Fred M. Ayres, A. L. Block, F. H. Rupert, Franklin Vonnegut, George J. Marott, Ferd L. Mayer, Albert Gall, W. H. Messenger, Paul Krauss, Alex. Stewart, W. F. C. Golt, G. A. Efroymsen, John T. Brush, George W. Bliss, Henry Kahn and W. C. Bobbs, and now in accordance with the resolution, they beg leave to urge upon you the passage of the bond ordinance for the improvement of the Fire Department.

Yours very respectfully,

(Signed)

H. P. WASSON,	W. C. BOBBS,
FERD L. MAYER,	F. H. RUPERT,
F. M. AYRES,	G. A. EFROYMSON,
ALBERT GALL,	GEORGE W. BLISS,
A. L. BLOCK,	GEORGE J. MAROTT,
HENRY KAHN,	PAUL H. KRAUSS,
JOHN T. BRUSH,	ALEX. M. STEWART,
FRANKLIN VONNEGUT,	W. F. C. GOLT.
W. H. MESSENGER,	

Thanking you for your past efforts in behalf of the merchants, and trusting that you will lend your valuable assistance to the passage of this ordinance, I am

Very truly yours,
 MERCHANTS' ASSOCIATION INSURANCE COMMITTEE,
 By W. F. C. GOLT,
Secretary.

Your committee recommend that there be added to Section 7 the following proviso:

Provided, That each of such warrants shall state against which fund the same is drawn, and that to each of such warrants shall be attached a voucher showing what items are covered by such warrant, and that this voucher shall be receipted for and retained by the Treasurer when such warrants are presented to him for payment.

And when so amended, we recommend that the ordinance do pass.

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

Which was read and concurred in.

Thereupon the Council again took up the order of

ORDINANCES ON SECOND READING.

Mr. Megrew moved that the constitutional rules be suspended for the purpose of placing the following entitled ordinance on its final passage:

G. O. No. 4, 1901. An ordinance for a loan of one hundred and forty-three thousand dollars (\$143,000) by the City of Indianapolis, for the use of the Department of Public Works in constructing certain additions to and improvements of the Fire Department and City Hospital, and for the use of the Department of Public Safety in purchasing certain supplies and apparatus for said Fire Department, and authorizing the issue and sale of bonds for said amount, payable from the general funds of said city; prescribing the time and manner of advertising the sale of said bonds and the receipt of bids for the same, together with the mode and terms of sale; appropriating the proceeds thereof, and fixing the time when the same shall take effect.

Which motion was adopted by unanimous consent.

G. O. No. 4, 1901, was then read a second time.

Mr. Megrew moved that the amendment to G. O. No. 4, 1901, as recommended by the Committee on Finance, be adopted.

Which motion prevailed.

On motion of Mr. Megrew, G. O. No. 4, 1901, was then ordered engrossed, as amended, read a third time, and passed by the following vote:

AYES—20, viz.: Messrs. Bernauer, Billingsley, Daller, Dickson, Evans, Horan, Kaiser, Keller, Kelly, Knight, Megrew, Moriarity, Munro, McGrew, Negley, Perrott, Riley, Spiegel, Wheeler and President Crall.

NOES—None.

On motion of Mr. Daller, the Common Council, at 9:45 o'clock P. M., adjourned.

Geo. H. Crall
President.

ATTEST:

John F. Geokler
City Clerk.