

PROCEEDINGS
OF THE
COMMON COUNCIL.

REGULAR SESSION.

COUNCIL CHAMBER,
Indianapolis, July 27, 1863. }

Council met in regular session, this evening at 8 o'clock.

Present—His Honor, the Mayor, John Caven, and Councilmen Allen, Brown, Boaz, Blake, Colley, Cook, Coburn, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Lefever, McNabb, Staub and Thompson—15.

Absent—Messrs. H. A. Fletcher, Jameson and Wallace—3.

The proceedings of the special session, held July 20, 1863, were read and approved.

His Honor, the Mayor, presented the following:

INDIANAPOLIS, July 27, 1863.

To the Common Council of the City of Indianapolis:

GENTLEMEN:—I have the pleasure of informing you that one of our citizens has generously offered to donate to the city, some seven acres of land, near the corporate limits, for the purposes of a house of refuge and reform for abandoned females, provided the Council will take the necessary measures to erect proper buildings, &c., and the donor will execute a deed as soon as he has information that such measures have been taken. I hope the Council will accept, and at once institute the necessary measures to carry out the object of the donation. It is confidently believed that much good may be done, and, aside from its moral advantages, the pecuniary share is worth considering. In two months the number of this class sentenced to imprisonment was 32, the aggregate of their imprisonment amounting to 732 days, or just two years, the expense of which would be \$365 00, or about \$2,190 per annum. These are the homeless outcasts alone, having been arrested in the woods, and living in the open

air. It is believed that, under the care of Associations of Benevolent Sisters, it can be made almost self sustaining; but, even if it should be more expensive than at present, the good it will undoubtedly accomplish, makes the expense a secondary consideration.

I would respectfully recommend the acceptance of the gift, and the appointment of a committee to examine and ascertain what buildings are required, and the probable expense, and that the Council pledge its support to the measure.

Respectfully submitted,

JOHN CAVEN.

Which, on motion of Mr. Haughey, was referred to His Honor, the Mayor, and the Committee on Public Buildings, as a special committee.

Mr. Brown presented the following:

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

A meeting of citizens held at Masonic Hall on Friday evening last, appointed the undersigned a committee to present to your honorable body some facts and suggestions concerning the condition and treatment of the abandoned outcast women of this city. It is hardly necessary for us to state that large numbers of this class infest our city, and are exerting a powerful and wide-spread influence for evil upon our community. The sons of our reputable citizens are beguiled from their homes, and very often, before their parents are apprised of the danger, they are hopelessly ruined in mind and body. We regret to be compelled to state that daughters of some of our citizens have also been led away by the pernicious influence of this class, and are now found in these dens of vice, lost to virtue, and shut out from society forever. The facts warrant us in stating further, that the county and city expenses are increased some thousands of dollars annually, by the crimes and offences originating with these women. Whether you view the subject as a moral evil of the most destructive tendencies, or as imposing heavy pecuniary burdens upon community, it commands your serious consideration as guardians of the public morals and interests.

Can anything be done to alleviate or remove the evil? This is the practical question, and we are pleased to be able to state our convictions, that much has been done in other localities, and that a great work can be accomplished here, in behalf of these unfortunates. Some two hundred years ago the order of "*The Sisters of the Good Shepherd*" was instituted in France, by some good women, who, with a noble and self-sacrificing spirit, devoted their lives to the work of elevating and, as far as possible, reforming the characters of the fallen of their sex. The labors of the sisterhood have produced abundant fruits, and colonies from the parent society are now at work upon every continent of the world. In the United States they have met with encouraging success, and can now count their Magdalens by hundreds. At the city of Louisville, Kentucky, a colony was es-

tablished about 22 years ago, and its good works have been seen and acknowledged by all who have watched its progress.

The unfortunate woman who desires to avail herself of the opportunities thus afforded, becomes a voluntary inmate of this "home for the friendless." There she finds (what society does not offer), friends and motherly advisers of her own sex. She is taught the more common branches of education, and those useful employments of female industry that enable her to support herself without resorting to the customary vices of her class. In her new home the story of her past life is never mentioned; she is taught, if possible, to forget her past degradation, and by the disinterested and devoted kindness of friends who surround her, she is encouraged to hope that, by future virtuous conduct, she may yet regain, to some extent, the good opinion of the world that has hitherto treated her as a moral leper. It is a fact worthy of note that these institutions, when once established, by the industry of their inmates, in sewing and other employments, provide for their own support, and, in some cases, as at Louisville, they realize a surplus with which to enlarge their buildings. Besides this, the establishment of such an asylum in any community, would always draw to it the voluntary contributions of philanthropic citizens.

The city of Louisville, and other places, have been relieved of great expenditures by the provisions thus made for keeping these women, who, without this instrumentality, are thrust into prisons, to be kept at public expense for a time, and then released to prey upon society again. The bloody history of the dreadful riots in New York City, teaches us the important lesson, that society must do something to ameliorate the condition of the ignorant and depraved, or pay the penalty by suffering the terrible retribution that follows the neglect of such duty. Does not every suggestion of self-interest, and humanity, impel us to lay hold of every opportunity to benefit our community by alleviating the distress of the unfortunate.

We are informed that one of our citizens has generously offered a donation of land, in or near the city, suitable for the location of such an asylum, to be established under the auspices of the "*Sisters of the Good Shepherd*," and we are confident that if you will lend your sympathy and aid, so far as may be lawful, the philanthropy of our people will second your efforts, and the work can soon be accomplished.

In the midst of war, wherever its cruelties have called upon the patriot to suffer and die, there have the Sisters of Charity been with their blessings and consolations, to minister to afflicted humanity and to shed a lustre on the religion of our blessed Lord. With a like spirit, though it may be thought in a humbler sphere, the "*Sisters of the Good Shepherd*" follow the example of our Saviour, in their efforts to raise and bless the unfortunate, and we commend them and their work to the sympathy of all who love their race.

W. P. FISHBACK,
AUG. BESSONAIŒ,
JAS. S. ATHON, } Committee.

OFFICE CHIEF OF POLICE,
Cincinnati, July 23, 1863. }

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

GENTLEMEN:—I take great pleasure in recommending to you the system pursued by the Sisters of the Good Shepherd, in the management of the Female City Prison of this city. They have been of great service to the community in reforming the unfortunate females who have come under their control. I can, therefore, recommend to your attention, these truly good people.

Yours respectfully,

JAMES L. RUFFIN, *Chief of Police.*

INDIANAPOLIS, July 27, 1863.

According to data given by the Rev. Mr. Bessonais, I made a rough estimate for a house of refuge, as wanted by the Sisters of the Good Shepherd, and find that the two buildings required, will cost about eight thousand dollars (\$8,000).

D. A. BOHLEN, *Architect.*

Which, on motion of Mr. Brown, were referred to the same committee, and ordered to be spread upon the minutes of the Council.

By Mr. Brown :

INDIANAPOLIS, July 24, 1863.

Before me personally appeared Henry Geisel, Councilman elect, on the 29th day of June, 1861, from the Ninth Ward in said city, and makes oath that had he been admitted at the meeting of the Council, July 5, 1861, that he could have attended all of said meetings, and that he has not been absent from the city, or sick at any time since the 29th day of June, 1861, that would have prevented him from attending the meetings of the Council.

HENRY GEISEL.

Sworn to and subscribed before me, this 24th day of July, 1863.

JOHN CAVEN, *Mayor.*

Which, on motion, was laid on the table.

By Mr. Haughey, Chairman Committee on Finance :

INDIANAPOLIS, July 27, 1863.

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

GENTLEMEN—I have a claim against the State of Indiana as contractor for grading and graveling Market street, between Tennessee and West streets, for work done in front of square 48 and 53, amounting to the sum of \$462. At the prices I had the work at, I can not afford to wait until the Legislature meets, and the Auditor of State has refused to pay the claim.

Yours respectfully,

SAMUEL R. MANN, *Contractor.*

Which, on motion, was referred to the Finance Committee.

By Mr. Allen, Chairman Committee on Fire Department :

Motion—That the Chief Fire Engineer be instructed to purchase a new bell for the No. 3 Engine House, giving the old bell in part pay for the same.

Which motion was adopted.

By Mr. Allen, from the Committee on Markets :

INDIANAPOLIS, July 27, 1863.

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

GENTLEMEN—The Committee on Markets would report that the Market Master desires to have two gravel walks, eighteen feet wide, extending from Alabama to Delaware streets, one on the north and the other on the south side of the Market House, and properly curbed with plank so that wagons may be backed up to the walk, and no further. The improvement on the north side, he argues, would cause an increase in marketing, and greatly facilitate the sale of stalls on that side, which, at present, are not occupied at all, or if so, at low rates. The gravel on the south side is necessary on account of its being a perfect mud puddle after a hard rain.

The probable cost of this improvement would be 250 dollars.

WILLIAM ALLEN, }
WILLIAM COOK, } *Committee.*

Which, on motion, was concurred in; and the improvement recommended by the Market Master ordered to be made.

By Mr. Brown—*Motion* :

That the Committee on Bridges report, at the next meeting of the Council, the estimated cost of the erection of a wooden bridge across the western arm of the Indiana Central Canal, near G. W. Geisendorff & Co.'s Woolen Factory.

Which motion was adopted.

By Mr. Brown, Chairman Committee on Streets and Alleys :

INDIANAPOLIS, July 27, 1863.

MR. PRESIDENT:—The select committee, to whom was referred the bid for bouldering the alley running east and west through square 54, report in favor of awarding the contract to Kruger & Co., the only bidders for the work, and recommend that the contract be awarded to said Kruger & Co.

AUSTIN H. BROWN, }
HENRY COBURN, }
WILLIAM COOK, } *Committee.*
W. CLINTON THOMPSON, }

On motion, the report was concurred in, and the contract awarded.

By Mr. Brown :

INDIANAPOLIS, July 27, 1863.

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

GENTLEMEN.—I beg to submit, for your appointment, James Albon, as Assistant Civil Engineer, to date from May 1st, 1863.

Respectfully, &c.,

JAMES WOOD, *Civil Engineer.*

On motion, the appointment of James Albon, as Assistant Civil Engineer, was confirmed.

By Mr. Brown, Chairman Committee on Streets and Alleys :

PROPOSALS FOR STREET IMPROVEMENTS.

To grade and gravel South street and sidewalks, between Missouri and West streets: Thomas Wren, grading, per cubic yard, 22 cents; graveling, good river gravel, per cubic yard, 59 cents. Security, P. G. Hanrohan. James Stewart, grading, per cubic yard, 29 cents; graveling, good river gravel, per cubic yard, 79 cents. Security, George W. Pitts. Michael Shea, grading, per cubic yard, 28 cents; graveling, per cubic yard, 98 cents. Security, Cornelius Shea.

To gravel Vermont street, between Tennessee and Mississippi streets: John M. Kennedy, good river or creek gravel, per cubic yard, 77½ cents. Security, Julius Pettey. S. J. Patterson, graveling, per cubic yard, 96 cents. Security, George F. Meyer. James Stewart, good river gravel, per cubic yard, 99 cents. Security, Geo. W. Pitts.

To build cistern on Meridian street: Kruger & Co., 90 cents per barrel. Security, R. B. Emerson.

To grade and gravel Hosbrook street and sidewalks, between Cedar and Grove streets: Cyrus W. Catterson, grading, per cubic yard, 25 cents; graveling, per cubic yard, \$1.10. Security, W. M. Graham.

To grade and gravel Cedar street and sidewalks, between Virginia Avenue and Huron streets: Cyrus W. Catterson, grading, per cubic yard, 22 cents; graveling, per cubic yard, \$1.10. Security, W. M. Graham.

Which, on motion, were referred to the Committee on Streets and Alleys, and the Committee on Cisterns.

By Mr. Brown :

Resolved—That the following first and final estimate allowed Le-fever & Kruger, for grading and bouldering Pennsylvania street, between Washington and north side of Ohio streets, dated July 27, 1863, be, and the same is hereby adopted as the estimate of this Council, and the property owners are hereby required to pay the sums set opposite their respective names.

The question being on the adoption of the resolution, those who voted in the affirmative were, Messrs. Allen, Brown, Boaz, Blake,

Colley, Cook, Coburn, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Lefever, McNabb, Staub, and Thompson—15. Noes, none.

So the resolution passed.

First and Final Estimate allowed Lefever & Kruger for grading and bouldering Pennsylvania street, exclusive of the sidewalks, between Washington and the north side of Ohio streets, made at \$2.13 cents per lineal foot.

OWNERS' NAMES.	Lot.	Square.	Feet.	Inches.	Assessment.
James W. Brown, south part	6	56	80	0	170 40
W. Y. Wiley, north part	6	56	40	0	85 20
Sarah Wood, south part	7	56	36	8 $\frac{1}{2}$	78 18 $\frac{1}{8}$
Elijah S. Alvord, north part.....	7	56	34	6 $\frac{1}{2}$	73 58 $\frac{1}{8}$
Elizabeth H. Bates, 8 and	9	56	142	6	303 52 $\frac{1}{2}$
A. E. Vinton.....	10	56	71	3	151 76 $\frac{1}{4}$
Ann O. Morrison, south part	1	45	17	9	37 80 $\frac{3}{4}$
W. H. & John Talbott, north part	1	45	53	6	113 95 $\frac{1}{2}$
David V. Culley, south part.....	2	45	30	0	63 90
John H. Vajen, north part	2	45	41	3	87 86 $\frac{1}{2}$
David V. Culley, 3 and south part.....	4	45	106	10 $\frac{1}{2}$	227 65 $\frac{5}{8}$
Philip Sweetser's heirs, north part	4	45	35	7 $\frac{1}{2}$	75 88 $\frac{1}{8}$
Elijah S. Alvord, 5 and	6	45	120	0	255 60
Grand Lodge of Odd Fellows, off south end	7	57	115	0	244 95
Anna Thompson, part	7	57	20	0	42 60
H. Hilgenberg, part	7	57	20	0	42 60
Ætna Insurance Co., north part	7	57	40	0	85 20
John C. New, south part	6	57	37	6	79 87
W. H. Talbott, mid. part	6	57	37	6	79 87
Post Office, north part	6	57	120	0	255 60
Trustees of Robert's Chapel.....	9	44	195	0	415 35
Samuel Goldsberry's heirs	10	44	65	0	138 45
William Sheets, 11 and.....	12	44	130	0	276 90
Common Council.....	.....	.....	.....	.....	1382 72 $\frac{2}{9}$
Total .....	.....	.....	.....	.....	\$4769 42

I certify the above estimate correct, and made in accordance with an order of the Common Council.

JAMES WOOD, *Civil Engineer.*

INDIANAPOLIS, July 27, 1863.

By Mr. Brown :

Resolved—That the following first and final estimate allowed Samuel R. Mann, for grading and graveling Davidson street and sidewalks,

between the south side of Michigan and north side of North streets, dated July 27, 1863, be and the same is hereby adopted as the estimate of this Council, and the property owners are hereby required to pay the sums set opposite their respective names.

The question being, shall the resolution pass? those who voted in the affirmative were, Messrs. Allen, Brown, Boaz, Blake, Colley Cook, Coburn, Emersen, S. A. Fletcher, Jr., Glazier, Haughey, Lefever, McNabb, Staub, and Thompson—15. Noes, none.

So the resolution passed.

First and Final Estimate allowed Samuel R. Mann for grading and graveling Davidson street and sidewalks, between the south side of Michigan and the north side of North streets, made at 72 cents per lineal foot.

OWNERS' NAMES.	Lot.	Out-Lot.	Feet.		Assessment.
			Feet.	Inches.	
P. Darr.....	183	50	35	00	25 20
Chris. F. Wishmeyer lot 184 to 195 inclusive.....	50	385	00		277 20
Stevens & Hand.....	213	50	35	00	25 20
James B. Grout.....	214	50	35	00	25 20
August Held.....	215	50	35	00	25 20
Charles Heum.....	216	50	35	00	25 20
C. Brademeyer.....	217	50	35	00	25 20
Fred. Stelhorn.....	218	50	35	00	25 20
Gottfred Aufderheide.....	219	50	35	00	25 20
Conrad Decher.....	220	50	35	00	25 20
Philip Magel.....	221 and	222	50	70 00	50 40
John B. Pagneer.....	223 and	224	50	70 00	50 40
Common Council.....					207 36
Total.....					\$812 16

I certify the above estimate is correct, and made in accordance with an order of the Common Council.

JAMES WOOD, *Civil Engineer.*

INDIANAPOLIS, July 27, 1863.

Mr. Brown, from the Committee on Streets and Alleys, presented the following contracts and bonds:

CONTRACT AND BOND OF JAMES STEWART.

This Agreement, made and entered into this 27th day of July, 1863, by and between James Stewart, of the County of Marion, and State

of Indiana, of the first part, and the Common Council of the City of Indianapolis, of the second part:

Witnesseth, That the said party of the first part does covenant and agree to grade and gravel the alley running east and west through square 68, at 29 cents per cubic yard for grading, and 99 cents per cubic yard for graveling; the above amount to be collected by the party of the first part, at his own expense, from the owners of property bordering on said improvements, according to their respective number of feet, and from the Common Council for the crossings of streets and alleys in corporation orders, or city bonds, running two years, payable with six per cent. interest, but payment thereof to be withheld so long as any sums remain unpaid to laborers employed by the contractor in prosecution of said improvements. It is also understood that no assignment of this contract shall be made to any other party without the consent of the Common Council. The party of the first part further agrees to perform the work in accordance with the following specifications, viz: The whole width of the above named alley to be properly graded according to stakes to be set by the Civil Engineer, and 15 feet in width of center of said alley to be graveled with good river gravel 15 inches in depth in center, sloping to 5 inches at either edge. The sidewalks to be also graveled with the same quality of gravel to the depth of 6 inches.

The contractor to supply all the dirt required for the proper completion of the work, or, if a surplus, to remove the same to some street or alley not exceeding a distance of half a mile, and there spread the same to the satisfaction of the Civil Engineer.

To be finished on or before the 27th day of Sept., 1863, to the entire satisfaction of the Civil Engineer; and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereunto set our hands, this 27th day of July, 1863.

JAMES STEWART.

For the Common Council of the City of Indianapolis,

JAMES WOOD, *Civil Engineer*.

Know all men by these presents, That we, James Stewart and George W. Pitts, of the county of Marion, and State of Indiana, are held and firmly bound to the Common Council of the City of Indianapolis, in the sum of five hundred dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound James Stewart shall faithfully comply with the foregoing contract, made and entered into this 27th day of July, 1863, with the

Common Council of the City of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

JAMES STEWART. [SEAL.]

GEO. W. PITTS. [SEAL.]

CONTRACT AND BOND OF JAMES STEWART.

This Agreement, made and entered into this 27th day of July, 1863, by and between James Stewart, of the county of Marion, and State of Indiana, of the first part, and the Common Council of the City of Indianapolis, of the second part :

Witnesseth, That the said party of the first part does covenant and agree to grade and gravel Tennessee street and sidewalks, between St. Clair street and Corporation Line north, at 29 cents per cubic yard for grading, and 99 cents per cubic yard for graveling, said amount to be collected by the party of the first part at his own expense, from the owners of property bordering on said improvement, and from the Common Council for the crossings of streets and alleys, in corporation orders, or city bonds, running two years, payable with six per cent interest, but payment thereof to be withheld so long as any sums remain unpaid to laborers employed by the contractor in prosecution of said improvements. It is also understood that no assignment of this contract shall be made to any other party without the consent of the Common Council. The party of the first part further agrees to perform the work in accordance with the following specifications, viz: The whole width of Tennessee street, between St. Clair street and the Corporation Line north, be properly graded, and 30 feet in width in the centre of said street be graveled with good river or creek gravel, 16 inches deep in the centre, sloping to 4 inches at either edge; and the sidewalks to be graveled with good river or creek gravel, to the depth of 6 inches. The contractor to supply all earth required for the proper completion of the contract, or, if a surplus, to remove the same to some street or alley, not exceeding a distance of half a mile, as directed by the Civil Engineer, and there spread the same to his satisfaction.

To be finished on or before the first day of November, 1863, to the entire satisfaction of the Civil Engineer, and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereunto set our hands, this 27th day of July, 1863.

JAMES STEWART.

For the Common Council of the City of Indianapolis,

JAMES WOOD, *Civil Engineer.*

Know all men by these presents, That we, James Stewart and George W. Pitts, of the county of Marion, and State of Indiana, are held and firmly bound to the Common Council of the City of Indianapolis, in the sum of twelve hundred dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound James Stewart, shall faithfully comply with the foregoing contract, made and entered into this 27th day of July, 1863, with the Common Council of the City of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

JAMES STEWART. [SEAL.]

GEORGE W. PITTS. [SEAL.]

CONTRACT AND BOND OF JAMES STEWART.

This Agreement, Made and entered into this 27th day of July, 1863, by and between James Stewart, of the county of Marion, and State of Indiana, of the first part, and the Common Council of the City of Indianapolis, of the second part.

Witnesseth, That the said party of the first part does covenant and agree to grade and gravel Tennessee street, and pave the sidewalks with brick, at 27 cents per cubic yard for grading, and \$1 24 per cubic yard for graveling, and 64½ cents per superficial yard for paving the sidewalk with brick; said amounts to be collected by the party of the first part, at his own expense, from the owners of property bordering on said improvements, according to their respective number of feet, and from the Common Council for the crossings of streets and alleys, in corporation orders or city bonds, running two years, payable with six per cent. interest, but payment thereof to be withheld so long as any sums remain unpaid to laborers employed by the contractor, for work done in prosecution of said improvements; it is also agreed and understood that no assignment of this contract shall be made to any other party, without the consent of the Common Council. The party of the first part further agrees to complete the work in accordance with the following specifications, viz.: The whole width of the street between the above named points, to be properly graded according to the stakes to be set by the Civil Engineer, and 40 feet in width of the centre of said street to be graveled with screened river gravel, 14 inches in depth in the centre, sloping to 4 inches at either edge; over which shall be placed a coating of good river gravel. 2 inches in depth, and nine (9) feet of the inner edge of the sidewalks to be paved with hard-burned brick, laid on a bed of sand 8 inches in depth. The contractor to supply all the dirt necessary to complete this contract, should any be wanting; or if a surplus, to remove the same to some street or alley, not exceeding a

distance of half a mile; as directed by the Civil Engineer, and there spread the same to his satisfaction.

To be finished on or before the 15th day of November, 1863, to the entire satisfaction of the Civil Engineer, and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereunto set our hands, this 27th day of July, 1863.

JAMES STEWART.

For the Common Council of the City of Indianapolis,

JAMES WOOD, *Civil Engineer.*

Per JAMES ALBON, *Asst. Engineer.*

Know all men by these presents, That we, James Stewart and George W. Pitts, of the county of Marion, and State of Indiana, are held and firmly bound to the Common Council of the City of Indianapolis, in the sum of one thousand dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound James Stewart shall faithfully comply with the foregoing contract, made and entered into this 27th day of July, 1863, with the Common Council of the City of Indianapolis, and fulfill all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

JAMES STEWART. [SEAL.]

GEORGE W. PITTS. [SEAL.]

CONTRACT AND BOND OF JOSEPH KRUGER.

This Agreement, made and entered into this 27th day of July, 1863, by and between Joseph Kruger of the county of Marion, and State of Indiana, of the first part, and the Common Council of the city of Indianapolis, of the second part.

Witnesseth, That the said party of the first part does covenant and agree to grade the alley running east and west, between Pennsylvania street and Fort Wayne Avenue, through out-lot 4, at 23½ cents per cubic yard, said amount to be collected by the party of the first part at his own expense, from the owners of property bordering on said improvement, according to their respective number of feet, and from the Common Council for their portion in city bonds, or corporation orders, running two years, payable with six per cent. interest, but payment thereof to be withheld so long as any sums remain unpaid

to laborers employed by the contractors for work done in prosecution of said improvement; it is also understood, that no assignment of this contract shall be made to any other party without the consent of the Common Council.

The party of the first part further agrees to perform the work according to the following specifications, viz: the alley above named to be graded the full width between the above named points, according to stakes to be set by the Civil Engineer. The contractor to supply all dirt required to complete said contract, or, if a surplus, to remove the same to some street or alley within a distance of half a mile, as directed by the Civil Engineer, and there spread same to his satisfaction.

To be finished on or before the first day of September, 1863, to the entire satisfaction of the Civil Engineer, and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereto set our hands, this 27th day of July, 1863.

JOSEPH KRUGER.

For the Common Council of the City of Indianapolis,

JAMES WOOD, *Civil Engineer.*

Per JAMES ALBON, *Asst. Engineer.*

Know all men by these presents, That we Joseph Kruger and John Blake, of the county of Marion, and State of Indiana, are held and firmly bound to the Common Council of the City of Indianapolis, in the sum of one hundred dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents.

The conditions of the above obligation are such, that if the above bound Joseph Kruger shall faithfully comply with the foregoing contract, made and entered into this 27th day of July, 1863, with the Common Council of the City of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

JOSEPH KRUGER, [SEAL.]

JOHN BLAKE, [SEAL.]

CONTRACT AND BOND OF JAMES R. SHEA & Co.

This Agreement, Made and entered into this 27th day of July, 1863, by and between James R. Shea & Co., of the county of Marion,

and State of Indiana, of the first part, and the Common Council of the City of Indianapolis, of the second part.

Witnesseth, That the said party of the first part does covenant and agree to grade and gravel Tennessee street and sidewalks, between Maryland and the south side of Georgia streets, at 29 cents per cubic yard for grading, and (\$1 36) one dollar and thirty-six cents per cubic yard for graveling; said amounts to be collected by the party of the first part at his own expense, from the owners of property bordering on said improvement, and from the Common Council for the crossings of streets and alleys, in corporation orders, or city bonds, running two years, payable with six per cent. interest, but payment thereof to be withheld so long as any monies remain unpaid to laborers employed by the contractor for work done in prosecution of said improvement. It is further agreed and understood, that no assignment of this contract shall be made to any other party, without the consent of the Common Council. It is further agreed by the party of the first part to do the work in accordance with the following specifications, viz.: The whole width, of Tennessee street, between the above named points, to be properly graded, according to stakes to be set by the Civil Engineer, and 40 feet in width of the centre of said street to be graveled with screened river gravel, 14 inches in depth in center, sloping to 4 inches at either edge, and over said gravel shall be placed a coating of good river gravel 2 inches in depth. The sidewalks between the above named points, to be graveled with good river gravel to the depth of 6 inches. The contractor to supply all dirt required for the proper completion of this contract, or if a surplus, to remove the same to some street or alley, not exceeding a distance of half a mile, as directed by the Civil Engineer, and there spread same to his satisfaction.

To be finished on or before the 1st day of November, 1863, to the entire satisfaction of the Civil Engineer, and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting his contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereunto set our hands, this 27th day of July, 1863.

JAMES R. SHEA & Co.

For the Common Council of the City of Indianapolis,

JAMES WOOD, *Civil Engineer*.

Per JAMES ALBON, *Asst. Engineer*.

Know all men by these presents, That we, James R. Shea & Co. and James Kirlin, of the County of Marion, and State of Indiana, are held and firmly bound to the Common Council of the City of Indianapolis, in the sum of five hundred dollars (\$500), the payment

whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound James R. Shea & Co. shall faithfully comply with the foregoing contract, made and entered into this 27th day of July, 1863, with the Common Council the City of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

JAMES R. SHEA & Co. [SEAL.]
 JAMES KIRLIN, [SEAL.]

CONTRACT AND BOND OF JAMES R. SHEA & CO.

This Agreement, Made and entered into this 27th day of July, 1863, by and between James R. Shea & Co., of the county of Marion, and State of Indiana, of the first part, and the Common Council of the City of Indianapolis, of the second part:

Witnesseth, That the said party of the first part does covenant and agree to grade, gravel, and curb the alley, and sidewalks of the alley running north and south through out-lot 37, at 33 cents per cubic yard for grading, one dollar and fifteen cents (\$1 15) per cubic yard for graveling, and 8 cents per superficial foot, board measure, for white oak curbing. Said amount to be collected by the party of the first part at his own expense, from the owners of property bordering on said improvement, and from the Common Council for the crossings of the streets and alleys, in corporation orders, or city bonds, running two years, with six per cent. interest, but payment thereof to be withheld so long as any sums remain unpaid to laborers for work done in prosecution of said improvement. It is also understood that no assignment of this contract shall be made to any other party, without the consent of the Common Council. The party of the first part further agrees to perform the work in accordance with the following specifications, viz: The full width of the alley to be graded according to stakes to be set by the Civil Engineer, and fifteen feet of the centre of said alley to be graveled with good river or creek gravel, fifteen inches in depth in the centre, sloping to five inches at either edge. The sidewalks to be graveled with the same quality of gravel to the depth of six inches, and the outer edge of same to be curbed with white oak plank fifteen inches wide and four inches thick. The contractor to supply all dirt required to properly complete this contract, or if a surplus, to remove the same to some street or alley not exceeding a distance of half a mile, and there spread the same to the satisfaction of the Civil Engineer.

To be finished on or before the 1st day of November, 1863, to the entire satisfaction of the Civil Engineer, and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and

the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereunto set our hands, this 27th day of July, 1863.

JAMES R. SHEA & CO.

For the Common Council of the City of Indianapolis,

JAMES WOOD, *Civil Engineer.*

Per JAMES ALBON, *Asst. Engineer.*

Know all men by these presents, That we, James R. Shea & Co. and James Kirlin, of the county of Marion, and State of Indiana, are held and firmly bound to the Common Council of the City of Indianapolis, in the sum of five hundred dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound James R. Shea & Co. shall faithfully comply with the foregoing contract, made and entered into this 27th day of July, 1863, with the Common Council of the City of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals the day and year last above written.

JAMES R. SHEA & CO. [SEAL.]

JAMES KIRLIN. [SEAL.]

CONTRACT AND BOND OF D. ROOT & CO.

This Agreement, Made and entered into this 27th day of July, 1863, by and between D. Root & Co., of the county of Marion, and State of Indiana, of the first part, and the Common Council of the City of Indianapolis, of the second part:

Witnesseth, That the said party of the first part does covenant and agree to furnish and erect lamp posts, lamps, and fixtures, on Market street, between New Jersey and Liberty streets; also, on Pennsylvania street between Michigan street and the donation line north; also, on East street, between South street and Pogue's Run; also, on Tennessee street between Georgia and South streets, at thirty-four (\$34) dollars per lamp. Said amount to be collected by the party of the first part from the owners of property bordering on said improvements, at his own cost and expense, according to their respective number of feet, and the Common Council for the crossings of streets and alleys, in corporation orders, or city bonds, running two years, payable with six per cent. interest, but payment thereof to be withheld so long as any sums remain unpaid to laborers by the contractor for work done in prosecution of said improvements. No assignment of this contract shall be made to any other party without the consent of the Common Council. The party of the first part further agrees

to execute the work according to the following specifications, viz: The excavations for the reception of pipes to be of sufficient depth and width, and the earth, after placing in the pipes, to be filled in and leveled off in a proper manner, to the satisfaction of the Street Commissioner. The size of the underground pipes to be three-quarters of an inch in the clear, the pipes at the foot of post at bend to be one inch in clear, and the upright pipe three-quarters of an inch at bottom tapering to half-inch at top. The lamp posts to be the same as one in front of Odd Fellows' Hall as regards construction, and weight, and height; the lanterns to be the same as sample or pattern provided by the Council, corresponding in every particular. All the work throughout to be done in a thorough workmanlike manner. It is further understood, that the contractors employ the Gas Company to tap the mains, and compensate them for so doing. To be finished on or before the 1st day of December, 1863, to the entire satisfaction of the Civil Engineer, and should said work not be finished by the time specified, and according to the above specifications, then the said party of the second part shall have the privilege and option of forfeiting this contract, and of reletting the same, and the party of the first part shall be responsible for all damages that may accrue by said failure to perform said work according to contract.

In testimony whereof, we, the foregoing named parties, hereunto set our hands, this 27th day of July, 1863.

D. ROOT & CO.

For the Common Council of the City of Indianapolis,

JAMES WOOD, *Civil Engineer.*

Per JAMES ALBON, *Asst. Engineer.*

Know all men by these presents, That we, D. Root & Co. and C. B. Huston, of the county of Marion, and State of Indiana, are held and firmly bound to the Common Council of the city of Indianapolis, in the sum of fifteen hundred dollars, the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The conditions of the above obligation are such that if the above bound D. Root & Co. shall faithfully comply with the foregoing contract, made and entered into this 27th day of July, 1863, with the Common Council of the City of Indianapolis, and fulfil all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void; otherwise, to remain in full force and virtue in law.

Witness our hands and seals, the day and year last above written.

D. ROOT & CO. [SEAL.]

C. B. HUSTON. [SEAL.]

All of which, on motion, were accepted and approved by the Council.

On motion of Mr. Allen, the following ordinance was taken up on the third reading :

AN ORDINANCE to provide for the grading and graveling of Cady street, between Washington and Bates streets.

SECTION 1. *Be it ordained by the Common Council of the City of Indianapolis,* That the whole width of Cady street, between the above named points, be properly graded, and 15 feet in width of the centre of said street be graveled with good river or creek gravel, 15 inches in depth in the centre, sloping to 5 inches at either edge; and that the sidewalks, between the limits aforesaid, be graveled with the same quality of gravel, to the depth of 8 inches, and that the expense of grading and graveling such street and sidewalks, as aforesaid, (except so much thereof as is occupied by the crossings of streets and alleys,) be assessed against, and collected from, the owners of the lots bordering on said street, between the limits aforesaid, according to the provisions of sections 66 to 69 inclusive, of the City Charter.

SEC. 2. The Civil Engineer is hereby directed to set the proper stakes, and also to advertise by publication for ten days in the Indianapolis Daily Journal, and by posting up printed notices in not less than five of the most public places in the city, that sealed proposals will be received by the Common Council, at the meeting of the Council to be held on the 10th day of August, 1863, for the execution of said work.

SEC. 3. This ordinance shall take effect and be in force from and after its passage.

Ordained and established this 27th day of July, 1863.

JOHN CAVEN, *Mayor.*

Attest: CYRUS S. BUTTERFIELD, *City Clerk.*

The question being, shall the ordinance pass? those who voted in the affirmative, were Messrs. Allen, Brown, Boaz, Blake, Colley, Cook, Coburn, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Lefever, McNabb, Staub, and Thompson—15. Noes, none.

So the ordinance passed.

On motion of Mr. Colley, the following ordinances were taken up on the third reading :

AN ORDINANCE to provide for the grading and graveling of the 30 foot wide alley, running north and south through square 21.

SECTION 1. *Be it ordained by the Common Council of the City of Indianapolis,* That the whole width of the above named alley be properly graded, and 15 feet in width of the centre of said alley be graveled with good river or creek gravel, 15 inches in depth in the centre, and sloping to 5 inches at either edge; and that the sidewalks, between the limits aforesaid, be graveled with the same quality of gravel to the depth of 6 inches; and that the expense of grading and graveling such alley as aforesaid, (except so much thereof as is occupied by the crossings of streets and alleys) be assessed against

and collected from the owners of the lots bordering on said street, between the limits aforesaid, according to the provisions of sections 66 to 69, inclusive, of the City Charter.

SEC. 2. The Civil Engineer is hereby directed to set the proper stakes, and also to advertise, by publication for ten days in the Indianapolis Daily Journal, and by posting up printed notices in not less than five of the most public places in the city, that sealed proposals will be received by the Common Council, at the meeting of the Council to be held on the 10th day of August, 1863, for the execution of said work.

SEC. 3. This ordinance shall take effect and be in force from and after its passage.

Ordained and established this 27th day of July, 1863.

Attest:

JOHN CAVEN, *Mayor*.

C. S. BUTTERFIELD, *City Clerk*.

The question being, shall the ordinance pass? those who voted in the affirmative were, Messrs. Allen, Boaz, Blake, Colley, Cook, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Lefever, McNabb, Staub and Thompson—13.

Mr. Brown voting in the negative, and Mr. Coburn not voting—2.

So the ordinance passed.

AN ORDINANCE to provide for the grading of the alley running east and west, between lots umbered three and four in out-lot number forty-eight.

SECTION 1. *Be it ordained by the Common Council of the City of Indianapolis*, That the whole width of the alley running east and west, between lots numbered three and four (3 & 4) in out-lot number forty-eight (48) be properly graded; and that the expense of grading such alley as aforesaid, be assessed against, and collected from, the owners of the lots bordering on said alley, between the limits aforesaid, according to the provisions of sections 66 to 69, inclusive, of the City Charter.

SEC. 2. The Civil Engineer is hereby directed to set the proper stakes and also to advertise by publication for ten days in the Indianapolis Daily Journal, and by posting up printed notices in not less than five of the most public places in the city, that sealed proposals will be received by the Common Council at the meeting of the Council to be held on the 27th day of July, 1863, for the execution of said work.

SEC. 3. This ordinance shall take effect and be in force from and after its passage.

Ordained and established this 27th day of July, 1863.

JOHN CAVEN, *Mayor*.

Attest:

C. S. BUTTERFIELD, *City Clerk*.

The question being, shall the ordinance pass? those who voted in the affirmative were, Messrs. Allen, Boaz, Blake, Colley, Cook, Coburn, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Lefever, McNabb, Staub and Thompson—14.

Mr. Brown voting in the negative—1.

So the ordinance passed.

By Mr. S. A. Fletcher, Jr. :

Resolved, That the City Clerk be and he is hereby directed to issue warrants upon the city treasury, in payment of annual salaries, to the following named city officers, to be issued quarterly, on the first days of August, November, February, and May, commencing with the beginning of their terms respectively, as follows, to-wit:

Mayor	\$1,000 00
City Clerk.....	1,000 00
Marshal	500 00
Deputy Marshal	500 00
City Attorney.....	500 00
Civil Engineer.....	1,000 00
Assistant Civil Engineer.....	700 00
City Assessor.....	800 00
Street Commissioner.....	700 00
Chief Fire Engineer.....	700 00
Market Master.....	450 00
Sexton of Public Burying Ground	80 00
Winder of Town Clock.....	50 00
And Councilmen, for each night they serve,.....	2 00

The question being, shall the resolution pass? those who voted in the affirmative were Messrs. Allen, Brown, Boaz, Blake, Colley, Cook, Coburn, Emerson, S. A. Fletcher, Jr., Glazier, Haughey, Lefever, McNabb, Staub, and Thompson—15. Noes, none.

So the resolution passed.

By Mr. Brown—Motion :

That the office of Deputy Street Commissioner be, and the same is hereby abolished.

On motion, the Council adjourned.

JOHN CAVEN, *Mayor*.

ATTEST :

C. S. BUTTERFIELD, *City Clerk*.