

# PROCEEDINGS

OF THE

# COMMON COUNCIL

---

REGULAR SESSION.

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CHAMBER OF THE COMMON COUNCIL OF THE }  
CITY OF INDIANAPOLIS, }  
*Monday, June 26, 1871, 7½ o'clock, P. M.* }

The Common Council met in regular session.

Present—His Honor, the Mayor, Daniel Macauley, in the chair, and the following members:

Councilmen—Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Weaver, Whitsit, Wiles and Woodburn—15.

Absent—Councilman Bigham, Heckman and Locke—3.

The proceedings of the regular session, held June 19, 1871, were read and approved.

Sealed proposals for street work were opened and read, and referred to the Committee on Contracts.

Sealed proposals for loan for city purposes were opened and read, and referred to the Committee on Finance, with instructions to award the contract to the highest bidder.

Mr. Wiles presented the following communication :

INDIANAPOLIS, June 22, 1871.

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

Gentlemen—Having understood that a contract is about to be consummated for the bowldering of Louisiana street, between Illinois and Tennessee streets, I would respectfully represent that the Union Railway Company are, by grant of the City Council of Indianapolis, occupying about 41 feet of the 90 feet of said street, between Illinois and Tennessee streets, with railway tracks ; that said occupation almost entirely prevents the use of said 41 feet by wagons, carriages, &c. ; that the bowldering of this part of said street so occupied with railway tracks is utterly useless to the community and the railway company, and will add greatly to the cost of bowldering said street. That the bowldering between the tracks is not only useless to the Union Company, but a great damage, making the repairs and removal difficult and costly ; and, that the Union Railway Co. will pay their portion of the cost of bowldering said Louisiana street, between Illinois and Tennessee streets, north of the portion used by Union Company, for railway purposes ; and ask that, in perfecting said contract for bowldering Louisiana street, between Illinois and Tennessee streets, only that portion lying north of the Union Railway Company tracks be included in said contract.

Respectfully submitted,

W. N. JACKSON, Sec'y.

Which was received.

Mr. Wiles moved that the vote by which the contract was awarded for the grading, bowldering and curbing Louisiana street, between Illinois and Tennessee streets, at last meeting of Council, be reconsidered.

Which motion was adopted.

Mr. Craft, from the Committee on Contracts, made the following report:

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—Your Committee on Contracts, to whom was referred sundry proposals for paving with what is known as Lefler Stone, California street sidewalks, from New York street to Michigan street; also, the north sidewalk on Vermont street, from Blackford street to Indiana avenue; also, the north sidewalk on New York street, from Missouri street to Blackford street, and curbing the outside edge of the sidewalk with Flat Rock, or Putnamville, stone, would report that John T. Macauley is the best bidder, and would recommend that he be awarded the contracts.

Respectfully submitted,

W. H. CRAFT,  
ROBERT KENNINGTON, } Committee.  
JOHN L. MARSEE,

Which was concurred in.

Mr. Craft, from the Committee on Contracts, made the following report:

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—The Committee on Contracts, to whom was referred the proposals for purchase of the western market house, have examined the same and find them to be as follows, to-wit:

Sam. Lefever, \$60.00.

Hanway & Co., \$100.00.

James Loucks, \$105.00

James Loucks being the highest bidder, we would recommend that he be awarded the contract.

Respectfully submitted,

W. H. CRAFT,  
ROBERT KENNINGTON, } Committee.  
JOHN L. MARSEE,

Which was concurred in with the *proviso* that the pavement or floor be not taken up.

The Civil Engineer made the following report :

INDIANAPOLIS, IND., June 19, 1871.

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

Gentlemen—I hereby report the following work as finished according to contract :

Hiram Seibert, for grading and graveling McCarty street and sidewalks, from Tennessee street to White river bank.

Length on north side.....1,664 ft. 2 in.  
Length on south side..... 1,660 ft. in.

Total length.....3,324 ft. 2 in.

At 78 cents per lineal foot.....\$2,592 85

One cement pipe crossing ..... 43 00

Total estimate..... \$2,635 85

Respectfully submitted,

R. M. PATTERSON,

Civil Engineer.

Which was concurred in.

The City Clerk made the following report :

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—The City Clerk would respectfully report the first and final estimate allowed Hiram Seibert, for grading and graveling McCarty street and sidewalks, from Tennessee street to White river bank.

Respectfully submitted,

JOHN R. CLINTON,

City Clerk.

Which was concurred in.

Also, the following resolution :

*Resolved*, That the foregoing first and final estimate allowed Hiram Seibert, for grading and graveling McCarty street and sidewalks, from Tennessee street to White river bank, be, and the same is

hereby adopted as the estimate of this Council, and that the property owners are hereby required to pay the sums set opposite their respective names.

Which was adopted by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Thalman, Thoms, Weaver Whitsit, Wiles and Woodburn—14.

Negative—None.

The City Clerk made the following report :

INDIANAPOLS, IND., June 19, 1871.

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

Gentlemen — The City Clerk respectfully reports to Common Council—

FIRST.

Contract and bond of James Hudson, for grading and bowldering the first alley east of Alabama street, running north and south, through square 59, from Washington street to Potomac alley.

SECOND.

Contract and bond of James Hudson, for grading and bowldering the first alley east of East street, and running north and south from Lockerbie street to the first alley east of Lockerbie street.

THIRD.

Contract and bond of John Shier, for grading and graveling the first alley east of Alabama street, running from Potomac alley to Market street.

FOURTH.

Contract and bond of Louis Rennard, for curbing sixty-seven feet of the east sidewalk on Illinois street, commencing at the corner of Market and Illinois streets, and running south 67 feet.

FIFTH.

Contract and bond of Cogill & Bowman, for grading and graveling Dougherty street and sidewalks, from Wright street to Virginia avenue.

## SIXTH.

Contract and bond of Samuel W. and Robert H. Patterson, for grading and graveling First street and sidewalks, from Meridian street to Illinois street.

## SEVENTH.

Contract and bond of Samuel W. and Robert H. Patterson, for grading and graveling Delaware street and sidewalks, from Tinker street to the north line of Root and Allen's addition.

## EIGHTH.

Contract and bond of Samuel W. and Robert H. Patterson, for grading and graveling Elizabeth street and sidewalks, from Ellen street to Blake street.

## NINTH.

Contract and bond of Samuel W. and Robert H. Patterson, for grading and graveling Ash street and sidewalks, from Christian avenue to Forest Home avenue.

## TENTH.

Contract and bond of Thomas Roney, for grading and paving with brick, the west sidewalk on East street, from New York street to Massachusetts avenue.

## ELEVENTH.

Contract and bond of Thomas Roney, for raising brick pavement on the east side of Delaware street, from New York street to Vermont street.

## TWELFTH.

Contract and bond of Hanway & Co., for grading and graveling Tennessee street and sidewalks, from the south side of the new bridge over Pogue's run to Catharine street.

## THIRTEENTH.

Bloom & Weiss, contractors, who were the lowest bidders for grading and paving with brick, the sidewalks on Meridian street, from South street to Pogue's run, have failed to come forward to sign and give the necessary security on their bond. The next lowest bidder for the above work, is James W. Hudson at \$1.00 per front foot on each side of the line improved.

## FOURTEENTH.

Asa Edon, to whom was awarded the contract for grading and paving with brick, the sidewalks on Meridian street, from First to Tinker streets, has failed to come forward to give security and sign his contract and bond. The next lowest bidder is Blume & Weiss, at 67 cents per lineal foot front, on each side of the line improved.

## FIFTEENTH.

Contract and bond of John T. Macauley, for grading and paving with Lefler stone, the north sidewalk on New York street, and curbing the outside edge of the sidewalk with Flat Rock or Putnamville stone, from Missouri street to Blackford street.

## SIXTEENTH.

Contract and bond of John T. Macauley, for grading and paving the north sidewalk on Vermont street, with Lefler paving stone, from Blackford street to Indiana avenue.

## SEVENTEENTH.

Contract and bond of John T. Macauley, for grading and paving the sidewalks on California street, from New York street to Michigan street.

Respectfully submitted,

JOHN R. CLINTON,

City Clerk.

Which was concurred in and bonds approved, and City Clerk instructed to readvertise for proposals for grading and paving with brick, the sidewalks on Meridian street, from First street to Tinker street, and for grading and paving with brick, the sidewalks of Meridian street, from South street to Pogue's run.

Dr. Woodburn moved that any person who bids on city work and fails to file his bond, shall not thereafter be awarded any contract.

Mr. Brown presented the following remonstrance :

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—The undersigned, property holders on the west side of Meridian street, between McNabb and South streets, respectfully represent that they have only recently purchased their property fronting on said sidewalk, and for that reason will only be able to improve the same next year. They understand that a pavement is about to be ordered along said west side, and in front of their property, and they represent that said improvement would be useless to them, and would have to be done over after they have erected their proposed improvement, for which reason they ask that said improvement be postponed until next year.

Respectfully,

DEITZ & REISSNER,  
MARTIN NALTNER,

And 3 others.

Which was referred to the Committee on Streets and Alleys.

The City Commissioners made the following report :

INDIANAPOLIS, June 26, 1871.

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

Gentlemen—The City Commissioners have acted on the petition of T. A. Lewis and others, asking that Meridian street be widened between First street and St. Clair street, by taking five feet in width from the fronts of the lots on each side and adding the same to the street or sidewalk.

After inspection of the premises and full consideration of the case, it is our opinion that the widening as desired will be a great improvement to the street, and decidedly beneficial to most if not all of the property holders, and that in most cases the benefits will equal, and, in some cases, exceed the damages resulting from the change.



We submit the following assessment of the damages and benefits.

We estimate the following sums as damages for the ground taken, and the improvements acquired or rendered necessary by the proposed change :

To William Sullivan, for 650 square feet and improvements, in s. e. cor. of out lot 171 .....	\$325 00
To G. W. Johnson, for 330 square feet in s. e. cor. out lot 171 .....	165 00
To Willis S. Webb, for 312½ square feet, east end lot 12, Pratt's subdivision out lot 171.....	156 00
To Willis S. Webb, for 312½ square feet, east end lot 11, Pratt's subdivision out lot 171.....	156 00
To Charles Hasson, for 156¼ square feet, south part lot 10, Pratt's subdivision out lot 171.....	248 00
To John H. Ohr, for 156¼ square feet, north part lot 10, Pratt's subdivision out lot 171.....	233 00
To Mary B. Carmichael, for 312½ square feet lot 9, Pratt's subdivision out lot 171.....	156 00
To J. D. Carmichael, for 312½ square feet lot 8, Pratt's subdivision out lot 171.....	156 00
To J. D. Carmichael, for 312½ sq. feet lot 7, Pratt's subdivision out lot 171 .....	156 00
To Lucretia C. Sexton, for 312½ square feet lot 6, Pratt's subdivision out lot 171.....	156 00
To Benjamin F. Tuttle, for 312½ square feet lot 5, Pratt's subdivision out lot 171.....	156 00
To Benjamin F. Tuttle, for 312½ square feet lot 4, Pratt's subdivision out lot 171.....	156 00
To Milton M. Landis, for 312½ square feet lot 3, Pratt's subdivision out lot 171 .....	156 00
To Walter Q. Gresham, for 312½ square feet lot 2, Pratt's subdivision out lot 171 .....	156 00
To T. A. Lewis, for 400 square feet and improvements, off east end of lot 1, in Pratt's subdivision of out lot 171.....	200 00
To George Tousey, for 326⅔ square feet off west end of lot 17, Pratt's subdivision of out lot 172.....	164 00
To George Tousey, for 326⅔ square feet off west end of lot 18, Pratt's subdivision of out lot 172.....	163 00
To George Tousey, for 326⅔ square feet off west end of lot 19, Pratt's subdivision of out lot 172 .....	163 00
To Julia A. Root, for 312½ square feet off west end of lot 20, Pratt's subdivision of out lot 172 .....	156 00
To Kate H. Root, for 312½ square feet off west end of lot 21, Pratt's subdivision of out lot 172.....	156 00
To Kate H. Root, for 312½ square feet off west end of lot 22, Pratt's subdivision of out lot 172.....	156 00
To John S. Spann, for 312½ square feet off west end of lot 23, Pratt's subdivision of out lot 172 .....	156 00
To E. H. Ferguson, for 312½ square feet off west end of lot 24, Pratt's subdivision of out lot 172 .....	156 00

To Sarah Reeves, for 156½ square feet off south part of lot 25, Pratt's subdivision of out lot 172 .....	\$78 00
To J. H. Baldwin, for 156½ square feet off north part of lot 25, Pratt's subdivision of out lot 172 .....	78 00
To G. G. Staats, for 187½ square feet off lot 1, Staats' subdivision of lot 26, in Pratt's subdivision of out lot 172 .....	93 00
To M. Kelley, for 187½ square feet off lot 2, Staats' subdivision of lot 26 in Pratt's subdivision of out lot 172.....	93 00
To George Northway, for 187½ square feet off lot 3, Staats' subdivision of lot 26, in Pratt's subdivision of out lot 172.....	93 00
To T. H. Bowles, for 187½ square feet off lot 4, Staat's subdivision of lot 36, in Pratt's subdivision of out lot 172.....	93 00
To John H. Bradley, for 187½ square feet off lot 5, Staat's subdivision of lot 26, in Pratt's subdivision of out lot 172.....	93 00
To A. Montgomery, for 312½ square feet off lot 29, in Pratt's subdivision of out lot 172 .....	93 00
To H. B. Marsh, for 280 square feet off lot 30, (56 feet south side,) in Pratt's subdivision of out lot 172.....	156 00
To H. Marsh, for 454½ square feet of lot 31 and part of lot 30, in Pratt's subdivision of out lot 172.....	227 00
	<u>\$5,145 00</u>

We estimate the benefits to the following lots and property-holders at the following named sums :

To Wm. Sullivan, on lot fronting 130 feet on Meridian street, in south-east cor. out lot 171.....	338 00
To G. W. Johnson, on lot fronting 66 feet on Meridian street, in out lot 171, N. of Sullivan.....	171 00
To Willis S. Webb, on lot 12, Pratt's subdivision of out lot 171 .....	168 00
To Willis S. Webb, on lot 11, " " " .....	169 00
To C. Hasson, on S. ½ lot 10, " " " .....	78 00
To J. H. Ohr, on N. ½ lot 11, " " " .....	78 00
To Mary B. Carmichael, on lot 9, " " " .....	169 00
To J. D. Carmichael, on lot 8, " " " .....	168 00
To J. D. Carmichael, on lot 7, " " " .....	168 00
To Lucretia C. Sexton, on lot 6, " " " .....	156 00
To B. F. Tuttle, on lot 5, " " " .....	169 00
To B. F. Tuttle, on lot 4, " " " .....	168 00
To Milton M. Landis, on lot 3, " " " .....	168 00
To Walter Q. Gresham, on lot 2, " " " .....	187 00
To T. A. Lewis, on lot 1, " " " .....	230 00
To G. Tousey, on lot 17, " " " 172 .....	180 00
To G. Tousey, on lot 18, " " " .....	180 00
To G. Tousey, on lot 19, " " " .....	180 00
To Julia A. Root, on lot 20, " " " .....	162 00
To Kate H. Root, on lot 21, " " " .....	161 00
To Kate H. Root, on lot 22, " " " .....	162 00
To John S. Spann, on lot 23, " " " .....	169 00
To E. H. Ferguson, on lot 24, " " " .....	168 00

To Sarah Reeves, on S. $\frac{1}{2}$ lot 25, Pratt's subdivision of out lot 172.....	84 00
To J. H. Baldwin, on N. $\frac{1}{2}$ lot 25, " " " .....	84 00
To G. G. Staats, on lot 1, Staats' subdivision of lot 26, in Pratt's subdivision of out lot 172.....	93 00
To M. Kelley, on lot 2, Staats' subdivision of lot 26, in Pratt's subdivision of out lot 172.....	93 00
To G. Northway, on lot 3, Staats' subdivision of lot 26, in Pratt's subdivision of out lot 162 .....	93 00
To T. H. Bowles, on lot 4, Staats' subdivision of lot 26, in Pratt's subdivision of out lot 172.....	93 00
To J. H. Bradley, on lot 5, Staats' subdivision of lot 26, in Pratts' subdivision of out lot 172.....	93 00
To A. Montgomery, on lot 29, Pratts' subdivision of out lot 172.....	168 00
To H. B. Marsh, on lot 30, (56 ft. south side,) of Pratt's subdivision of out lot 172.....	152 00
To H. Marsh, on lot 31, and 6 $\frac{1}{2}$ ft. north side lot 30, in Pratt's subdivision of out lot 172.....	244 00
Total benefits.....	\$5,145 00

There are many fine trees on the line of the widened street, which will stand on the sidewalks, just outside the fence. We would recommend that the city assumes special care and guardianship of these trees, and take measures to preserve them so long as they may live, or until the property-owners interested desire them removed. We do this at the urgent wish of the lot owners, and as part of the consideration for the condemnation of the lots.

Respectfully submitted.

IGNATIUS BROWN, SAMUEL M. SEIBERT, WM. S. HUBBARD, JOSEPH M. SUTTON.	}	City Com's.
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Also, the following report :

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—The City Commissioners have considered the opening of Fifth street, from its present east end, through lot 12, in St. Clair's addition to Meridian street, and after inspection of the premises, submit the following assessment of damages and benefits.

This case has been presented several times for assessment, and some ill feeling has been caused among the property-holders during the time the improvement has been mooted. It was difficult from the first to make an assessment on it, from the fact that Wm. Henderson owned narrow strips on either side of the proposed street, and

considered alone and without any reference to the property behind them, it was almost impossible to assess these strips properly. To add to the difficulty, he has now almost completed a brick house on the line of the street. If this had not been done, the trouble of adjusting the matter would have been less, and the expense to himself, to his neighbors and to the city, would be much diminished. If Mr. Henderson and Messrs. Condit & Barbour, could have arrived at some compromise, the street might have long ago been opened, with practically no loss to any of them, but with the improvement now on it, the expense, loss and trouble to the parties interested must be increased.

If the lots now held by Messrs. Condit, Henderson & Barbour, belonged to either one of them alone, it would be easy to estimate the damages and benefits from the opening of the street. The ground being about 410 feet deep, there would be about 200 feet frontage on each side of the new street, at the rear end of the ground, which would then first become available for building purposes, and the value of this new frontage at a low estimate, would more than offset the value of the 60 foot strip fronting on Meridian street, which would be taken for the new street. This increased value would even largely pay for the improvement since placed on the ground. The opening of the street would make the ground more valuable than before, for the owner could lay off a row of fine building lots on each side of the street, and make valuable a tract of ground now entirely shut off and comparatively useless. We are, of course, looking to the future as well as the present uses and value of the ground, for we are opening the street for the use of the public.

If the above view is correct in case the ground was held by only in the future.

one person, it must be correct, though as in the present case it is held by those persons; but the difficulty is to proportion the benefits to be taxed in a just manner between them. The damages will be sustained entirely by Mr. Henderson's lot and improvements, while his strips and the lots of Messrs. Barbour & Condit, back of them, will share the benefits to an unequal degree. If lots are laid off on each side of the street, as above stated, it would require the strips belonging to Mr. Henderson, and portions of Mr. Condit's ground on one side, and of Mr. Barbour's on the other, to form such lots. We must therefore proportion the benefits between them as nearly as possible according to their respective interests. As Mr. Henderson will hold all the frontage of the proposed lots, and Mr. Barbour and Mr. Condit cannot possibly reach the street, or make their property available without buying the frontage, we think Mr.

Henderson has much the most valuable interest, notwithstanding its small amount in space, and that he should therefore be taxed much more heavily than the others. On the other hand, though he may hold the key to the position, he cannot make his interest fully available without the aid of Messrs. Condit & Barbour; we therefore think they also, are directly interested, and should be taxed with a due proportion of the benefits. We have endeavored to adjust the relative portions of these benefits among the parties, (as shown in the schedule,) according to our best judgment. We may have erred in our estimates, but the case has been a difficult and laborious one to settle, and at the best, a very thankless one, no matter how it may be adjusted.

On the rule we have adopted, if Messrs. Barbour & Condit, or their future assigns, reach the street, as we think they will be compelled to do, they must pay to Mr. Henderson the value of the strip which he holds in front, together with all benefits assessed against them. These sums, together with the sums taxed against Messrs. Condit & Barbour, as present benefits, will, in the aggregate, almost pay the damages assessed, and when they reach the street by such purchase, they will have paid benefits almost as if they had owned to the center of the street at the start, and thus, substantial justice is ultimately done to all parties.

We have been guided by the foregoing considerations in making the following assessment of the benefits and damages, placing the residues of the benefits on property west on the extended street.

We allow damages as follows :

To W. Henderson, for a strip of ground in lot 12, St. Clair's addition to Indianapolis, fronting 60 feet on Meridian street, and extending westward about 409 feet, on a direct line eastward from the present east end of Fifth street, in Drake's addition, valued at.....	\$3,600 00
To Wm. Henderson, for the improvements on said strip of ground above described, valued at.....	3,000 00
Total damages .....	\$6,600 00

We assess benefits as follows :

To Wm. Henderson, for the materials of the house and improvements now standing on said strip above described, which improvements are to be returned to him, and the value deducted from the damages	500 00
To Wm. Henderson, for a strip of ground along the north side of the proposed street, in said lot 12, in St. Clair's addition to Indianapolis, fronting about 13 feet on Meridian street, and about 36 feet wide at the west end, and being about 409 feet long, benefits on said strip estimated at.....	1 450 00

To Wm. Henderson, on a strip of ground along the south side of the proposed street, in said lot above described, fronting on Meridian street about 36 feet, by about 409 feet long and about thirteen feet wide at the west end, benefits at.....	1,250 00
To Lucian Barbour, on the south half of lot 13, St. Clair's addition, being about 2 acres.....	1,000 00
To J. D. Condit, on the south part of lot 12, St. Clair's addition, being about 2 acres.....	1,000 00
To Salem Chapel Church, on lot 6, square 21, Drake's addition.....	60 00
To — Witt, on lot 1, in square 20, Drake's addition.....	60 00
To James Hyland, on lot 6, in square 22, Drake's addition.....	50 00
To Abner Webster, on lot 1, in square 12, Drake's addition.....	50 00
To James Bull, (heir,) on lot 7, in square 22, Drake's addition.....	40 00
To the Trustees of the Orphan Asylum, on lot 12, in square 12, Drake's addition.....	40 00
To Julia McCormick, on lot 6, in square 23, Drake's addition.....	35 00
To Lewis Behymer, " 1, " 1, " " .....	35 00
To Wm. Gilliland, " 7, " 23, " " .....	30 00
To J. H. McKernan, on lot 7, McKernan & Pierce's subdivision of N. W. quarter and square 18, Drake's addition.....	8 00
To unknown owner, on lot 6, McKernan & Pierce's subdivision of N. W. quarter and square 18, Drake's addition.....	7 00
To unknown owner, on lot 5, McKernan & Pierce's subdivision of N. W. quarter and square 18, Drake's addition.....	7 00
To J. H. Stapp, on lot 1, McKernan & Pierce's subdivision of N. W. quarter and square 18, Drake's addition.....	8 00
To Katzenstein & Wachstel, on lot 6, in square 24, Drake's addition .....	25 00
To George Green, on 132 feet off east end of lot 1, in square 17, Drake's addition .....	15 00
To Caroline L. Law, on 37 ft. in west quarter lot 1, square 17, Drake's addition .....	5 00
To Mary Cunningham, on 37 ft. west end of lot 1, square 17, Drake's addition.....	5 00
To G. Winchester, on lot 6, in square 25, Drake's addition.....	20 00
To R. Sturm, on lot 1, Naltner's sub. of N. E. $\frac{1}{4}$ sgr. 16, Drake's add.	5 00
To R. Sturm, on lot 2, " " " " " " .....	4 00
To George Ilg, on lot 3, " " " " " " .....	3 00
To Young & Shannon, on lot 4, " " " " " " .....	3 00
To Young & Shannon, on lot 5, " " " " " " .....	3 00
To Elijah Wren, on lot 6, " " " " " " .....	3 00

As a part of the damages allowed in this case have accrued since the date fixed for the former meeting, and said meeting was illegal for want of sufficient authority and notice, we think the city should pay a portion, at least, of the damages now assessed.

This sum we estimate at.....	580 00
Total damages.....	\$6,600 00

If not regarded as presumptuous, we would, in concluding this report, suggest to your honorable body, that if the city at large, or the citizens of the neighborhood, are to buy the street from Drake's addition to the Ft. Wayne road, at the prices now asked for property, it would be well to do it at once and all together, so that the present embarrassment may be ended, and the expense lessened and confined, as much as possible, to the region obtaining the new street.

Respectfully submitted,

SAMUEL M. SEIBERT, J. T. RAMSEY, WM. S. HUBBARD, IGNATIUS BROWN,	}	City Com's.
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Which, on motion, were referred to the City Attorney.

The City Attorney made the following report :

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—The undersigned, to whom was referred a motion requesting him to report to the Council what, if anything, could be done by the Council to abate the nuisance created by Kingan & Co., in throwing the offal from the slaughterhouse into the river, reports that the 54th section of the charter provides that, for the removal and abatement of nuisances, to enforce and carry out sanitary regulations, etc., the Common Council shall have jurisdiction two miles beyond the city limits.

He therefore reports the accompanying general ordinance, which, if passed, it is believed will correct the evil complained of.

Respectfully submitted,

J. S. HARVEY,  
 City Attorney.

Which was received.

Also, general ordinance No. 37, 1871, entitled :

An Ordinance to prevent the deposit of dead animals or the offal thereof, in the canal or streams of the city of Indianapolis, or within two miles thereof.

Which was read the first time.

Mr. Newman moved to reconsider the vote by which the Marshal was instructed to notify Mr. Dunlop to remove his stairway and boxes on or near the corner of Washington and Meridian streets, etc.

Which was adopted.

Mr. Newman presented the following remonstrance:

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—I would most respectfully protest against the removal of my stairway, on Meridian street. I believe the whole thing is only a matter of spite of R. J. Bright, who is the last man who has any ground for complaint about the looks of my building. My building compared to his is a thing of beauty; it has all the modern style with fine sand stone and iron trimmings over the doors and windows; and the plan was gotten up by Mr. Hodgson, one of the best architects in the state; while his building has nothing but turned brick arches over his windows and brick trimming in the real old-fashioned style; and my stairway is only 3½ feet wide, finished and made of iron, the most modern style, while most of the stairways of the city are four to six feet, and not near so well or handsomely gotten up. I would most respectfully ask you to rescind your action, as I knew nothing of it, and had no chance to reply. Messrs. Traver & Close, if it is the boxes that are objected to, which seems to be the principal cause of objection, they will remove the boxes to the cellar, the first of this week—they will remove them to-morrow. There are at least ten or twelve of these stairways in the city; not one in ten is as well gotten up, or looks as well as mine, and I would respectfully ask your honorable body to suspend the order and appoint a committee to examine all in the city, or let mine remain until the others are ordered removed.

J. S. DUNLOP.

Which was referred to the Committee on Streets and Alleys.



His Honor, the Mayor, presented the following invitation :

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—The undersigned, pastor of St. John's Church, respectfully invites you to attend in a body, the dedication of the cathedral, on Sunday, July 2, 1871, at 9½ o'clock, A. M.

Yours respectfully,

AUG. BESSONIES,

Pastor of St. John's Church.

Which was accepted.

Also, the following :

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—You are respectfully requested to participate and attend the celebration of the fourth of July, of the German Protestant Association.

Very respectfully,

CHAS. SCHMIDT,

Secretary, *pro tem.*

Which was accepted.

#### REPORTS FROM COMMITTEES.

Mr. Craft, from the Committee on Water Works, made the following report :

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen—We, your Committee on Water Works, to whom was referred the motion to lay water mains on Pennsylvania street, from New York street to St. Joseph street, not less than six inches in

diameter, and locating five hydrants, would report the same back, and recommend its adoption, with the provision that the Chief Fire Engineer locate double plugs at each street crossing.

W. H. CRAFT,  
ISAAC THALMAN, } Committee.

Which was concurred in.

On motion by Mr. Brown, leave of absence was granted R. M. Patterson, Civil Engineer, for one week.

Leave of absence was also granted to Councilmen Bigham and Heckman.

ORDINANCES ON SECOND READING.

On motion, the following entitled ordinances were taken up, read the third time and ordered engrossed :

- Special Appropriation Ordinance No. 29, 1871.
- Special Appropriation Ordinance No. 28, 1871.
- Special Appropriation Ordinance No. 30, 1871.
- Special Appropriation Ordinance No. 31, 1871.
- Special Ordinance No. 62, 1871.
- Special Ordinance No. 63, 1871.
- Special Ordinance No. 59, 1871.
- Special Ordinance No. 61, 1871.
- Special Ordinance No. 68, 1871.
- Special Ordinance No. 67, 1871.
- General Ordinance No. 36, 1871.

His Honor, the Mayor, asked and obtained leave of absence for two weeks.

Dr. Woodburn, from the Committee on Finance, made the following report :

INDIANAPOLIS, IND., June 19, 1871.

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

Gentlemen — Your Finance Committee, to whom was referred sundry proposals for a loan of two hundred thousand dollars, as

advertised for, have examined the same and find the following named parties to be the highest bidders, to-wit :

For the loan of one hundred thousand dollars, payable July 1, 1871, the Indiana Banking Company propose to take the amount named as follows :

\$25,000.00 at 98 1-8 cents on the dollar.

25,000.00 at 99 1-8 cents on the dollar.

25,000.00 at 100 cents on the dollar.

W. H. English, President of the First National Bank, and Woollen, Webb & Co., \$25,000.00, at 97 9-16 cents on the dollar, making the first one hundred thousand dollars, to be paid in July 1, 1871.

For the one hundred thousand dollars to be paid in September 1, 1871, the Indiana Banking Company propose to take \$25,000.00, at 98 1-8 cents on the dollar, and W. H. English, president First National Bank, and Woollen, Webb & Co., \$75,000.00, at 97 9-16 cts. on the dollar.

Your Committee would recommend that the proposals as named be accepted, and that the City Clerk deliver to the parties named, the bonds, to-wit : \$75,000.00 of the first issue, to the Indiana Banking Co., and \$25,000.00 to Wm. H. English, President of First National Bank, and Woollen, Webb & Co., and of the one hundred thousand dollars, to be dated Sept. 1, 1871, the sum of \$75,000.00, to W. H. English, president First National Bank, and Woollen, Webb & Co., and the sum of \$25,000.00 to Indiana Banking Co., at the prices before named. The City Clerk to deliver the bonds on their presenting to him a receipt from the City Treasurer, for the amount agreed to be paid by said parties for said bonds.

Respectfully submitted,

THOMAS COTTRELL,	} Committee.
JOHN S. NEWMAN,	
ISAAC THALMAN,	
J. H. WOODBURN,	
AUSTIN H. BROWN,	

Which was concurred in.

On motion, the rules were suspended for the purpose of taking up ordinances on third reading.

Special Appropriation Ordinance No. 28, 1871, entitled :

An Ordinance appropriating money to pay for constructing the new engine houses.

Was read the third time, and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Weaver Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Appropriation Ordinance No. 30, 1871, entitled :

An Ordinance appropriating money for the use of the Fire Department.

Was read the third time, and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Weaver, Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Appropriation Ordinance No. 31, 1870, entitled :

An Ordinance appropriating monies for the payment of sundry claims on account of City Hospital, for the month of May, 1871.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Weaver, Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Appropriation Ordinance No. 29, 1871, entitled :

An Ordinance appropriating money for the payment of sundry claims against the city of Indianapolis.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Weaver, Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Ordinance No. 53, 1871, entitled :

An Ordinance to provide for grading and graveling the first alley south of Michigan street, running from Liberty street to Noble street.

Was read the third time and passed by the following vote :

Affirmative — Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Ordinance No. 48, 1871, entitled :

An Ordinance to provide for grading and graveling Barrow street and sidewalks, between Malotte avenue and Lincoln street.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Craft, Gimber, Marsee, Newman, Reagan, Thalman, Thoms, Weaver and Wiles—10.

Negative—Councilmen Brown, Cottrell, Kennington, Whitsit and Woodburn—5.

Special Ordinance No. 49, 1871, entitled :

An Ordinance to provide for grading and graveling Malotte avenue and sidewalks, between Massachusetts avenue and Barrow street.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Craft, Gimber, Marsee, Newman, Reagan, Thalman, Thoms, Weaver and Wiles—10.

Special Ordinance No. 29, 1871.

An Ordinance to provide for grading and graveling Hill Avenue and sidewalks, between Barrow and Sheldon streets.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Craft, Gimber, Marsee, Newman, Reagan, Thalman, Thoms, Weaver and Wiles—10.

Negative—Councilmen Brown, Cottrell, Kennington, Whitsit and Woodburn—5.

Special Ordinance No. 54, 1871, entitled :

An Ordinance to provide for grading and graveling the alley running from Cady street to the old corporation line east, between Meek and Georgia streets.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Thalman, Whitsit, Wiles and Woodburn—12.

Negative—Councilman Reagan—1.

Special Ordinance No. 55, 1871, entitled :

An Ordinance to provide for grading and paving with brick, the east sidewalk of East street, between New York and North streets.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Ordinance No. 62, 1871, entitled :

An Ordinance to provide for grading and graveling the first alley east of Broadway street, running north and south from St. Clair street to Arch street.

Was read the first time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Craft, Gimber, Marsee, Newman, Reagan, Thalman, Thoms, Whitsit and Wiles—11.

Negative — Councilmen Cottrell, Kennington and Woodburn—3.

Special Ordinance No. 63, 1871, entitled :

An Ordinance to provide for grading and graveling Chesapeake alley, between Mississippi and Missouri streets.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Ordinance No. 59, 1871, entitled :

An Ordinance to provide for grading and paving with brick, the east sidewalk of Delaware street, between Maryland and Wyoming streets.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Ordinance No. 67, 1871, entitled :

An Ordinance to provide for grading and graveling the first alley south of Ohio street, running east and west, from Alabama street to the first alley east of Alabama street.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Thalman, Thoms, Weaver, Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Ordinance No. 68, 1871, entitled :

An Ordinance to provide for grading and graveling the first alley east of Noble street, running from Meek to Blake streets.

Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Whitsit, Wiles and Woodburn—14.

Negative—None.

Special Ordinance No. 61, 1871, entitled :

An Ordinance to provide for grading and graveling East street and bowldering the gutters of the same, from Pogue's run to South street.



Was read the third time and passed by the following vote :

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Whitsit, Wiles and Woodburn—14.

Negative—None.

Dr. Woodburn offered the following motion :

*Moved*, That the City Commissioners be directed to assess damages and benefits that may accrue by the widening of Tinker (or Seventh) street, to a width of fifty-three feet from Illinois street to the Michigan road ; and that the City Clerk be directed to give the requisite notice to such Commissioners and property owners interested. That such Commissioners will meet, on a day fixed by such Clerk in such notice, to assess the damages and benefits aforesaid.

Which was adopted.

Mr. Craft presented the following petition :

INDIANAPOLIS, IND., June 26, 1871.

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

Gentlemen :—The undersigned would respectfully petition your honorable body to pass an ordinance or order for the vacating of an alley running North and South, between Lots four (4) and five (5), in McOuats sub-division of out-lot number fifty-three (53), in the city of Indianapolis.

Your petitioners would show that the undersigned, J. R. Nickum, and Emily M. Bills, are the owners of said lots four (4) and (5), and the owners of all the ground bordering on said alley. Said alley does not run through the entire block in which it is located, and is really of no value to any one except the parties above named, who own the ground on both sides of said alley bordering thereon.

And your petitioners will ever pray, &c.

JARED M. BILLS,  
EMILY M. BILLS,  
Mrs. M. W. KINDER,  
L. M. HOLT,

And 6 others.

Mr. J. R. Nickum, Jared M. Bills, and Emily M. Bills, the sole owners of lots four (4) and (5), in McQuats sub-division of out-lot number fifty-three (53), in the city of Indianapolis, hereby consent that the alley running between said lots be vacated by an ordinance or order of the Common Council of the city of Indianapolis.

Witness our hands and seals this 22d day of June, 1871.

JOHN R. NICKUM,  
JARED M. BILLS,  
EMILY M. BILLS.

STATE OF INDIANA, }  
MARION COUNTY. } SS:

Before me Charles Fisher, a Justice of the Peace of said county, on the 22d day of June, 1871, came J. R. Nickum, Jared M. Bills, and Emily M. Bills, and acknowledged the execution of the above consent in writing to be their act and deed.

Witness my hand and seal this 22d day of June, 1871.

CHARLES FISHER,  
Justice of the Peace.

Which was referred to the Committee on Streets and Alleys.

Mr. Craft also presented the following:

INDIANAPOLIS, June 26, 1871.

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

Gentlemen—Will you please grant us a permit to place upon the edge of sidewalk, opposite store number 98 East Washington St., a sign which would rest upon a post. It would be similar to the one of Karle & Co. The favor will greatly oblige,

Yours respectfully,

HAWES BRO'S.

Which was referred to the Committee on Streets and Alleys.

General Ordinance No. 36, 1871, entitled:

An Ordinance providing that certain sidewalks may be driven over by certain persons, for a certain purpose, for a time therein limited.

Was read the third time and passed by the following vote:

Affirmative—Councilmen Batty, Brown, Cottrell, Craft, Gimber, Kennington, Marsee, Newman, Reagan, Thalman, Thoms, Whitsit, Wiles and Woodburn—14.

Negative—None.

On motion, the Council adjourned.

DANIEL MACAULEY.

Mayor.

ATTEST:

JOHN R. CLINTON,

City Clerk.